Section 1: 10-K (10-K)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-K

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

For the fiscal year ended December 31, 2018
or

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

Commission File Number 001-35872

EVERTEC, Inc.

(Exact name of registrant as specified in its charter)

Puerto Rico	**66-0783622**
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification number)
Cupey Center Building, Road 176, Kilometer 1.3, San Juan, Puerto Rico	**00926**
(Address of principal executive offices)	(Zip Code)

(787) 759-9999
(Registrant's telephone number, including area code)

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

Title of each class	Name of each exchange on which registered
Common Stock, $0.01 par value	**New York Stock Exchange**

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

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Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

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

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

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§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. ☒

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates of EVERTEC, Inc. was approximately $1,088,117,961 based on the closing price of $21.85 as of the close of business on June 29, 2018.

As of February 15, 2019, there were 72,378,710 outstanding shares of common stock of EVERTEC, Inc.

Documents Incorporated by Reference:

Part III incorporates certain information by reference to the Proxy Statement for the 2019 Annual Meeting of Shareholders

EVERTEC, Inc.
2018 Annual Report on Form 10-K

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Forward-Looking Statements

This Annual Report on Form 10-K, or Report, contains “forward-looking statements” within the meaning of, and subject to the protection of, the Private Securities Litigation Reform Act of 1995. Such statements can be identified by the use of forward-looking terminology such as “believes,” “expects,” “may,” “estimates,” “will,” “should,” “plans” or “anticipates” or the negative thereof or other variations thereon or comparable terminology, or by discussions of strategy. Readers are cautioned that any such forward-looking statements are not guarantees of future performance and may involve significant risks and uncertainties, and that actual results may vary materially from those in the forward-looking statements as a result of various factors. Among the factors that significantly impact our business and could impact our business in the future are:

- our reliance on our relationship with Popular, Inc. (“Popular”) for a significant portion of our revenues pursuant to our master services agreement with them and to grow our merchant acquiring business;
- as a regulated institution, the likelihood we will be required to obtain regulatory approval before engaging in certain new activities or businesses, whether organically or by acquisition, and our potential inability to obtain such approval on a timely basis or at all, which may make transactions more expensive or impossible to complete, or make us less attractive to potential sellers;
- our ability to renew our client contracts on terms favorable to us, including our contract with Popular, and any significant concessions we may have to grant to Popular with respect to pricing or other key terms in anticipation of the negotiation of the extension of the MSA, both in respect of the current term and any extension of the MSA;
- our dependence on our processing systems, technology infrastructure, security systems and fraudulent payment detection systems, as well as on our personnel and certain third parties with whom we do business, and the risks to our business if our systems are hacked or otherwise compromised;
- our ability to develop, install and adopt new software, technology and computing systems;
- a decreased client base due to consolidations and failures in the financial services industry;
- the credit risk of our merchant clients, for which we may also be liable;
- the continuing market position of the ATH network;
- a reduction in consumer confidence, whether as a result of a global economic downturn or otherwise, which leads to a decrease in consumer spending;
- our dependence on credit card associations, including any adverse changes in credit card association or network rules or fees;
- changes in the regulatory environment and changes in international, legal, tax, political, administrative or economic conditions;
- the geographical concentration of our business in Puerto Rico, including our business with the government of Puerto Rico and its instrumentalities, which are facing severe fiscal challenges;
- additional adverse changes in the general economic conditions in Puerto Rico, whether as a result of the government’s debt crisis or otherwise, including the continued migration of Puerto Ricans to the U.S. mainland, which could negatively affect our customer base, general consumer spending, our cost of operations and our ability to hire and retain qualified employees;
- a protracted federal government shutdown may affect our financial performance;
- operating an international business in Latin America and the Caribbean, in jurisdictions with potential political and economic instability;
- our ability to execute our geographic expansion and acquisition strategies, including challenges in successfully acquiring new businesses and integrating and growing acquired businesses;
- our ability to protect our intellectual property rights against infringement and to defend ourselves against claims of infringement brought by third parties;
- our ability to recruit and retain the qualified personnel necessary to operate our business;
- our ability to comply with U.S. federal, state, local and foreign regulatory requirements;
- evolving industry standards and adverse changes in global economic, political and other conditions;
- our high level of indebtedness and restrictions contained in our debt agreements, including the senior secured credit facilities, as well as debt that could be incurred in the future;
- our ability to prevent a cybersecurity attack or breach in our information security;
- our ability to generate sufficient cash to service our indebtedness and to generate future profits;
- our ability to refinance our debt;
- the possibility that we could lose our preferential tax rate in Puerto Rico;
- the risk that the counterparty to our interest rate swap agreements fail to satisfy its obligations under the agreement;
- uncertainty of the pending debt restructuring process under Title III of the Puerto Rico Oversight, Management and Economic Stability Act (“PROMESA”), as well as actions taken by the Puerto Rico government or by the PROMESA Board to address the Puerto Rico fiscal crisis;

- uncertainty related to Hurricanes Irma and Maria and their aftermaths' impact on the economies of Puerto Rico and the Caribbean;
- the possibility of future catastrophic hurricanes affecting Puerto Rico and/or the Caribbean, as well as other potential natural disasters;
- the nature, timing and amount of any restatement; and
- other risks and uncertainties detailed in Part I, Item IA "Risk Factors" in this Report.

These forward-looking statements involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. Forward-looking statements should, therefore, be considered in light of various factors, including those set forth under "Item 1A. Risk Factors," in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in this Report. These forward-looking statements speak only as of the date of this Report, and we do not undertake any obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances after the date of this Report or to reflect the occurrence of unanticipated events.

INDUSTRY AND MARKET DATA

This Form 10-K includes industry data that we obtained from periodic industry publications, including the August 2018 Nilson Report and the 2018 World Payments Report. Industry publications generally state that the information contained therein has been obtained from sources believed to be reliable. This Form 10-K also includes market share and industry data that were prepared primarily based on management's knowledge of the industry and industry data. Unless otherwise noted, statements as to our market share and market position relative to our competitors are approximated and based on management estimates using the above-mentioned latest-available third-party data and our internal analysis and estimates. While we are not aware of any misstatements regarding any industry data presented herein, our estimates, in particular as they relate to market share and our general expectations, involve risks and uncertainties and are subject to change based on various factors, including those discussed under "Risk Factors," "Forward-Looking Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Form 10-K.

Part I

Item 1. Business

Except as otherwise indicated or unless the context otherwise requires, (a) the terms "EVERTEC," "we," "us," "our," "our Company" and "the Company" refer to EVERTEC, Inc. and its subsidiaries on a consolidated basis, (b) the term "Holdings" refers to EVERTEC Intermediate Holdings, LLC, but not any of its subsidiaries and (c) the term "EVERTEC Group" refers to EVERTEC Group, LLC and its predecessor entities and their subsidiaries on a consolidated basis, including the operations of its predecessor entities prior to the Merger (as defined below). EVERTEC Inc.'s subsidiaries include Holdings, EVERTEC Group, EVERTEC Dominicana, SAS, Evertec Chile Holdings SpA (formerly known as Tecnopago SpA), Evertec Chile SpA (formerly known as EFT Group SpA), Evertec Chile Global SpA (formerly known as EFT Global Services SpA), Evertec Chile Servicios Profesionales SpA (formerly known as EFT Servicios Profesionales SpA), , EFT Group S.A., Tecnopago España SL, Paytrue S.A., Caleidon, S.A., Evertec Brasil Solutions Informática Ltda. (formerly known as Paytrue Solutions Informática Ltda.), EVERTEC Panamá, S.A., EVERTEC Costa Rica, S.A. ("EVERTEC CR"), EVERTEC Guatemala, S.A., Evertec Colombia, SAS (formerly known as Processa, SAS), EVERTEC USA, LLC and EVERTEC México Servicios de Procesamiento, S.A. de C.V. Neither EVERTEC nor Holdings conducts any operations other than with respect to its indirect or direct ownership of EVERTEC Group.

Company Overview

EVERTEC is a leading full-service transaction processing business in Latin America and the Caribbean, providing a broad range of merchant acquiring, payment services and business process management services. According to the August 2018 Nilson Report, we are one of the largest merchant acquirers in Latin America based on total number of transactions and we believe we are the largest merchant acquirer in the Caribbean and Central America. We serve 26 countries in the region from our base in Puerto Rico. We manage a system of electronic payment networks that process more than two billion transactions annually, and offer a comprehensive suite of services for core bank processing, cash processing and technology outsourcing. In addition, we own and operate the ATH network, one of the leading personal identification number ("PIN") debit networks in Latin America. We serve a diversified customer base of leading financial institutions, merchants, corporations and government agencies with "mission-critical" technology solutions that enable them to issue, process and accept transactions securely. We believe our business is well-positioned to continue to expand across the fast-growing Latin American region.

We are differentiated, in part, by our diversified business model, which enables us to provide our varied customer base with a broad range of transaction-processing services from a single source across numerous channels and geographic markets. We believe this capability provides several competitive advantages that will enable us to continue to penetrate our existing customer base with complementary new services, win new customers, develop new sales channels and enter new markets. We believe these competitive advantages include:

- Our ability to provide competitive products;
- Our ability to provide in one package a range of services that traditionally had to be sourced from different vendors;
- Our ability to serve customers with disparate operations in several geographies with technology solutions that enable them to manage their business as one enterprise; and
- Our ability to capture and analyze data across the transaction processing value chain and use that data to provide value-added services that are differentiated from those offered by pure-play vendors that serve only one portion of the transaction processing value chain (such as only merchant acquiring or payment services).

Our broad suite of services spans the entire transaction processing value chain and includes a range of front-end customer-facing solutions such as the electronic capture and authorization of transactions at the point-of-sale, as well as back-end support services such as the clearing and settlement of transactions and account reconciliation for card issuers. These include: (i) merchant acquiring services, which enable point of sales ("POS") and e-commerce merchants to accept and process electronic methods of payment such as debit, credit, prepaid and electronic benefit transfer ("EBT") cards; (ii) payment processing services, which enable financial institutions and other issuers to manage, support and facilitate the processing for credit, debit, prepaid, automated teller machines ("ATM") and EBT card programs; and (iii) business process management solutions, which provide "mission-critical" technology solutions such as core bank processing, as well as IT outsourcing and cash management services to financial institutions, corporations and governments. We provide these services through scalable, end-to-end technology platforms that we manage and operate in-house and that generate significant operating efficiencies that enable us to maximize profitability.

We sell and distribute our services primarily through a proprietary direct sales force with established customer relationships. We continue to pursue joint ventures and merchant acquiring alliances. We benefit from an attractive business model, the hallmarks of which are recurring revenue, scalability, significant operating margins and moderate capital expenditure

requirements. Our revenue is predominantly recurring in nature because of the mission-critical and embedded nature of the services we provide. In addition, we generally negotiate multi-year contracts with our customers. We believe our business model should enable us to continue to grow our business organically in the primary markets we serve without significant incremental capital expenditures.

Corporate Background

EVERTEC, Inc. ("EVERTEC", formerly known as Carib Latam Holdings, Inc.) is a Puerto Rico corporation organized in April 2012. Our main operating subsidiary, EVERTEC Group, LLC (formerly known as EVERTEC, LLC and EVERTEC, Inc., hereinafter “EVERTEC Group”), was organized in Puerto Rico in 1988. EVERTEC Group was formerly a wholly-owned subsidiary of Popular. On September 30, 2010, pursuant to an Agreement and Plan of Merger (as amended, the “Merger Agreement”), AP Carib Holdings, Ltd. (“Apollo”), an affiliate of Apollo Global Management LLC, acquired a 51% indirect ownership interest in EVERTEC Group as part of a merger (the “Merger”) and EVERTEC Group became a wholly-owned subsidiary of Holdings.

On April 17, 2012, EVERTEC Group was converted from a Puerto Rico corporation to a Puerto Rico limited liability company (the “Conversion”) for the purpose of improving its consolidated tax efficiency by taking advantage of changes to the Puerto Rico Internal Revenue Code, as amended (the “PR Code”), that permit limited liability companies to be treated as partnerships that are pass-through entities for Puerto Rico tax purposes. Concurrent with the Conversion, Holdings, which is our direct subsidiary, was also converted from a Puerto Rico corporation to a Puerto Rico limited liability company. Prior to these conversions, EVERTEC, Inc. was formed in order to act as the new parent company of Holdings and its subsidiaries, including EVERTEC Group. The transactions described above in this paragraph are collectively referred to as the “Reorganization.”

History

We have over a 25 year operating history in the transaction processing industry. Prior to the Merger, EVERTEC Group was 100% owned by Popular, the largest financial institution in the Caribbean, and operated substantially as an independent entity within Popular. As mentioned above, following the Merger, Apollo owned a 51% interest in us and shortly thereafter, we began the transition to a separate, stand-alone entity. As a stand-alone company, we have made substantial investments in our technology and infrastructure, recruited various senior executives with significant transaction processing experience in Latin America, enhanced our profitability through targeted productivity and cost savings actions and broadened our footprint beyond the markets historically served.

We continue to benefit from our relationship with Popular. Popular is our largest customer, acts as one of our largest merchant referral partners and sponsors us with the card associations (such as Visa or MasterCard), enabling merchants to accept these card associations’ credit card transactions. Popular also provides merchant sponsorship as one of the participants of the ATH network, enabling merchants to connect to the ATH network and accept ATH debit card transactions. We provide a number of critical products and services to Popular, which are governed by a 15-year Amended and Restated Master Services Agreement (the “Master Services Agreement”) that runs through 2025.

On April 17, 2013, the Company completed its initial public offering of 28,789,943 shares of common stock at a price to the public of $20.00 per share. On September 18, 2013 and December 13, 2013, the Company completed public offerings of 23,000,000 and 15,233,273 shares, respectively, of the Company’s common stock by Apollo, Popular, and current and former employees. Popular owned approximately 11.7 million shares of EVERTEC’s common stock, or 16.1% as of December 31, 2018, and Apollo no longer owns any of the Company’s common stock.

Principal Stockholder

Popular, Inc. (NASDAQ: BPOP), whose principal banking subsidiary’s history dates back to 1893, is the No. 1 bank holding company by both assets and deposits based in Puerto Rico, and, as of September 30, 2018, ranks 46 by assets among U.S. bank holding companies. As of December 31, 2018, Popular owned approximately 16.1% of our common stock.

Industry Trends

Shift to Electronic Payments

The ongoing migration from cash, check and other paper methods of payment to electronic payments continues to benefit the transaction processing industry globally. This migration is driven by factors including customer convenience, marketing efforts by financial institutions, card issuer rewards and the development of new forms of payment. We believe that the penetration of

electronic payments in the markets where we principally operate is significantly lower relative to more mature U.S. and European markets and that this ongoing shift will continue to generate important growth opportunities for our business. In addition, in an effort to better capture taxes over generated revenue, legislation in Puerto Rico has required most licensed professionals to provide an electronic payment option to their customers, and that all consumer businesses that generate revenues in excess of $50,000 provide an electronic payment option, with the exception of certain businesses, further expanding the need for an electronic payment network in Puerto Rico.

Fast Growing Latin American and Caribbean Financial Services and Payments Markets

Currently, the penetration of banking products, including electronic payments, in the Latin American and Caribbean region is lower relative to the mature U.S. and European markets. As these markets continue to grow, and financial inclusion increases, the emergence of a larger and more sophisticated consumer base will influence and drive an increase in card (e.g., debit, credit, prepayment, and EBT) and electronic payments usage. According to the 2018 World Payments Report, non-cash payment volumes in Latin America recorded an accelerated growth rate of 16.5% in 2016, driven by financial inclusion efforts and the adoption of mobile payments and are projected to grow 21.6% through 2021, fueled by a change in mindset of payment users from cash-to-mobile payments. As economic conditions in Latin America improve, revised positive GDP forecasts may drive growth in non-cash transactions. With increasing awareness and penetration of smartphones, digital payments in Latin America might directly leapfrog into e-wallets instead of following the traditional route of increased card transactions. In North America, non-cash payments grew by 5.7% in 2016, are projected to grow 5.6% through 2021 and North America is expected to cede the position as the region with the largest number of non-cash transactions to emerging Asia by 2021. We continue to believe that the attractive characteristics of our markets and our position across multiple services and sectors will continue to drive growth and profitability in our businesses.

Ongoing Technology Outsourcing Trends

Financial institutions globally are facing significant challenges including the entrance of non-traditional competitors, the compression of margins on traditional products, significant channel proliferation and increasing regulation that could potentially curb profitability. Many of these institutions have traditionally fulfilled their IT needs through legacy computer systems, operated by the institution itself. Legacy systems are generally highly proprietary, inflexible and costly to operate and maintain and we believe the trend to outsource in-house technology systems and processes by financial institutions will continue.

Industry Innovation

The electronic payments industry experiences ongoing technology innovation. Emerging payment technologies such as prepaid cards, contactless payments, payroll cards, mobile commerce, mobile “wallets” and innovative POS devices continue to drive the shift away from cash, check and other paper methods of payment. The increasing demand for new and flexible payment options catering to a wider range of consumer segments is driving growth in the electronic payment processing sector.

Our Competitive Strengths

Market Leadership in Latin America and the Caribbean

We believe we have an inherent competitive advantage relative to U.S. competitors based on our first-hand knowledge of the Latin American and Caribbean markets and technological needs, language and culture. We have built leadership positions across the transaction processing value chain in the key geographic markets that we serve, which we believe will enable us to continue to penetrate our core markets and provide advantages to enter new markets. According to the August 2018 Nilson Report, we are one of the largest merchant acquirers in Latin America based on total number of transactions and we believe we are the largest merchant acquirer in the Caribbean and Central America. We own and operate the ATH network, one of the leading ATM and PIN debit networks in Latin America. EVERTEC processed approximately two billion transactions in 2018, which, according to management's estimates, makes ATH branded products the most frequently used electronic method of payment in Puerto Rico. We offer compelling value to our merchants, as noted in the most recent report published by the Federal Reserve Board regarding debit network fees, which ranked the ATH network as one of the most economical networks for merchants. Given our scale and customer base of top tier financial institutions and government entities, we believe we are the leading card issuer and core bank processor in the Caribbean and the only non-bank provider of cash processing services to the U.S. Federal Reserve in the Caribbean. We believe our competitive position and brand recognition increases card acceptance, driving usage of our proprietary network, and presents opportunities for future strategic relationships.

Broad and Deep Customer Relationships and Recurring Revenue Business Model

We have built a strong and long-standing portfolio of financial institution, merchant, corporate and government customers across Latin America and the Caribbean, which provides us with a reliable, recurring revenue base and powerful references that have helped us expand into new channels and geographic markets. Our Payment Services - Puerto Rico & Caribbean, Payment Services - Latin America and Merchant Acquiring segments, as well as certain business lines representing the majority of our business solutions segment, generate recurring revenues that collectively accounted for approximately 95% of our total revenues in 2018. We receive recurring revenues from services based on our customers' on-going daily commercial activity such as processing loans, hosting accounts and information on our servers, and processing everyday payments at grocery stores, gas stations and similar establishments. We generally provide these services under one to five year contracts, often with automatic renewals. We also provide a few project-based services that generate non-recurring revenues in our business solutions segment such as IT consulting for a specific project or integration. Additionally, we entered into a 15-year Master Services Agreement with Popular on September 30, 2010. We provide a number of critical payment services and business solutions products and services to Popular and benefit from the bank's distribution network and continued support. Through our long-standing and diverse customer relationships, we are able to gain valuable insight into trends in the marketplace that allows us to identify new market opportunities. In addition, we believe the recurring nature of our business model provides us with revenue and earnings stability.

Highly Scalable, End-to-End Technology Platform

Our diversified business model is supported by our scalable, end-to-end technology platforms that allow us to provide a broad range of transaction processing services and develop and deploy technology solutions to our customers at low incremental costs and increasing operating efficiencies. We have spent over $185 million over the last five years on technology investments, including POS, to continue to build the capacity and functionality of our platforms and we have been able to achieve attractive economies of scale with flexible product development capabilities. We believe that our platforms will allow us to provide differentiated services to our customers and facilitate further expansion into new sales channels and geographic markets.

Experienced Management Team with a Strong Track Record of Execution

We have grown our revenue organically by introducing new products and services and expanding our geographic footprint throughout Latin America. We have a proven track record of creating value from operational and technology improvements and capitalizing on cross-selling opportunities. We have combined new leadership at EVERTEC, bringing many years of industry experience, with long-standing leadership at the operating business level. Collectively, our management team benefits from an average of over 20 years of industry experience and we believe they are well positioned to continue to drive growth across business lines and regions.

Our Growth Strategy

We intend to grow our business by continuing to execute on the following business strategies:

Continue Cross-Sales to Existing Customers

We seek to grow revenue by continuing to sell additional products and services to our existing merchant, financial institution, corporate and government customers. We intend to broaden and deepen our customer relationships by leveraging our full suite of end-to-end technology solutions. For example, we believe that there is significant opportunity to cross-sell our network services, ATM point-of-sale processing and card issuer processing services as well as our risk management products to our over 180 existing financial institution customers, particularly in markets outside of Puerto Rico. We will also seek to continue to cross-sell value added services into our existing merchant base.

Leverage Our Franchise to Attract New Customers in the Markets We Currently Serve

We intend to attract new customers by leveraging our comprehensive product and services offering, the strength of our brand and our leading end-to-end technology platform. Furthermore, we believe we are well positioned to develop new products and services to take advantage of our access to and position in markets we currently serve. For example, in markets we serve outside of Puerto Rico, we believe there is a significant opportunity to penetrate small to medium financial institutions with our products and services.

Expand in the Latin American Region

We believe there is substantial opportunity to expand our businesses in the Latin American region. We believe that we have a competitive advantage relative to U.S. competitors based on our first-hand knowledge of the Latin American and Caribbean markets and their technological needs, language and culture. We believe significant growth opportunities exist in a number of large markets such as Colombia, México, and Chile, among others. We also believe that there is an opportunity to provide our services to existing financial institution customers in other regions where they operate. Additionally, we continually evaluate our strategic plans for geographic expansion, which can be achieved through joint ventures, partnerships, alliances or strategic acquisitions. For a description of risks associated with obtaining regulatory approvals and other risks associated with strategic transactions, see “Item 1A. Risk Factors—Risks Related to Our Business—Our expansion and selective acquisition strategy exposes us to risks, including the risk that we may not be able to successfully integrate acquired businesses.”

Develop New Products and Services

Our experience with our customers provides us with insight into their needs and enables us to continuously develop new transaction processing services. We plan to continue growing our merchant, financial institution, corporate and government customer base by developing and offering additional value-added products and services to cross-sell along with our core offerings. We intend to continue to focus on these and other new product opportunities in order to take advantage of our leadership position in the transaction processing industry in the Latin American and Caribbean region.

Our Business

We offer our customers end-to-end products and solutions across the transaction processing value chain from a single source across numerous channels and geographic markets, as further described below.

Merchant Acquiring

According to the August 2018 Nilson Report, we are one of the largest merchant acquirers in Latin America based on total number of transactions and we believe we are the largest merchant acquirer in the Caribbean and Central America. Our merchant acquiring business provides services to merchants that allow them to accept electronic methods of payment such as debit, credit, prepaid and EBT cards carrying the ATH, Visa, MasterCard, Discover and American Express brands. Our full suite of merchant acquiring services includes, but is not limited to, the underwriting of each merchant’s contract, the deployment and rental of POS devices and other equipment necessary to capture merchant transactions, the processing of transactions at the point-of-sale, the settlement of funds with the participating financial institution, detailed sales reports and customer support. In 2018, our merchant acquiring business processed over 400 million transactions.

Payment Services

We believe we are the largest card processor and card network service provider in the Caribbean. We provide a diversified suite of payment processing products and services to blue chip regional and global corporate customers, government agencies, and financial institutions across Latin America and the Caribbean. These services provide the infrastructure technology necessary to facilitate the processing and routing of payments across the transaction processing value chain.

At the point-of-sale, we sell transaction processing technology solutions, similar to the services in our merchant acquiring business, to other merchant acquirers to enable them to service their own merchant customers. We also offer terminal driving solutions to merchants, merchant acquirers (including our merchant acquiring business) and financial institutions, which provide the technology to securely operate, manage and monitor POS terminals and ATMs. We also rent POS devices to financial institution customers who seek to deploy them across their own businesses.

To connect the POS terminals to card issuers, we own and operate the ATH network, one of the leading ATM and PIN debit networks in Latin America. The ATH network connects the merchant or merchant acquirer to the card issuer and enables transactions to be routed or “switched” across the transaction processing value chain. The ATH network offers the technology, communications standards, rules and procedures, security and encryption, funds settlement and common branding that allow consumers, merchants, merchant acquirers, ATMs, card issuer processors and card issuers to conduct commerce seamlessly, across a variety of channels, similar to the services provided by Visa and MasterCard. The ATH network and processing businesses processed approximately two billion transactions in 2018.

To enable financial institutions, governments and other businesses to issue and operate a range of payment products and services, we offer an array of card processing and other payment technology services, such as internet and mobile banking software services, bill payment systems and EBT solutions. Financial institutions and certain retailers outsource to us certain card processing services such as card issuance, processing card applications, cardholder account maintenance, transaction authorization and posting, high volume payment processing fraud and risk management services, and settlement. Our payment products include electronic check processing, automated clearing house ("ACH"), lockbox, online, interactive voice response and web-based payments through personalized websites, among others.

We have been the main provider of EBT services to the Puerto Rican government since 1998. Our EBT application allows certain agencies to deliver government benefits to participants through a magnetic card system and serves approximately 800,000 active participants.

Business Solutions

We provide our financial institutions, corporate and government customers with a wide suite of business process management solutions including specifically core bank processing, network hosting and management, IT consulting, business process outsourcing, item and cash processing, and fulfillment. In addition, we believe we are the only non-bank provider of cash processing services to the U.S. Federal Reserve in the Caribbean.

Competition

Competitive factors impacting the success of our services include the quality of the technology-based application or service, application features and functions, ease of delivery and integration, ability of the provider to maintain, enhance and support the applications or services, and price. We believe that we compete well in each of these categories. In addition, we believe that our relationship with Popular, scale and expertise, and financial institution industry expertise, combined with our ability to offer multiple applications, services and integrated solutions to individual customers, enhances our competitiveness against companies with more limited offerings and helps us compete with large global competitors with similar assets to ours.

In merchant acquiring, we compete with several other service providers and financial institutions, including Worldpay, Inc., First Data Corporation, Global Payments, Inc., Elavon, Inc., EVO Payments, Inc., independent sales organizations and some local banks. Also, the card associations and payment networks are increasingly offering products and services that compete with ours. The main competitive factors are price, brand awareness, strength of the relationship with financial institutions, system functionality, integration service capabilities and innovation. Our business is also impacted by the expansion of new payments methods and devices, card association business model expansion, and bank consolidation.

In payment services, we compete with several other third party card processors and debit networks, including First Data Corporation, Tecnocom Telecomunicaciones y Energía, S.A., Fidelity National Information Services, Inc., Fiserv, Inc., Total System Services, Inc., Worldpay, Inc., MasterCard, Visa, American Express, Discover and Global Payments, Inc. Also, card associations and payment networks are increasingly offering products and services that compete with our products and services. The main competitive factors are price, system performance and reliability, system functionality, security, service capabilities and disaster recovery and business continuity capabilities.

In business solutions, our main competition includes internal technology departments within financial institutions, retailers, data processing or software development departments of large companies and/or large technology and consulting companies, such as Fidelity National Information Services, Inc. and Fiserv, Inc. The main competitive factors are price, system performance and reliability, system functionality, security, service capabilities, and disaster recovery and business continuity capabilities.

Intellectual Property

We own numerous registrations for several trademarks in different jurisdictions and own or have licenses to use certain software and technology, which are critical to our business and future success. For example, we own the ATH and EVERTEC trademarks in several jurisdictions, which are associated by the public, financial institutions and merchants with high quality and reliable electronic commerce, payments, and debit network solutions and services. Such goodwill allows us to be competitive, retain our customers and expand our business. Further, we also use a combination of (i) proprietary software, and (ii) duly licensed third party software to operate our business and deliver secure and reliable products and services to our customers. The licensed software is subject to terms and conditions that we considered within the industry standards. Most are perpetual licenses and the rest are term licenses with renewable terms. In addition, we monitor these license agreements and maintain close contact with our suppliers to ensure their continuity of service.

We seek to protect our intellectual property rights by securing appropriate statutory intellectual property protection in the relevant jurisdictions. We also protect proprietary know-how and trade secrets through company confidentiality policies, licenses, programs and contractual agreements.

Employees

As of December 31, 2018, we had approximately 2,100 employees across 11 countries in the United States, Latin America and the Caribbean. In Brazil, we have one unionized employee covered by the terms of industry-specific collective agreements. None of our other employees are otherwise represented by any labor organization. We consider our relationships with our employees to be good. We have not experienced any work stoppages in connection with employee matters.

Government Regulation and Payment Network Rules

Federal Reserve Regulations

Popular is a bank holding company that has elected to be treated as a financial holding company under the provisions of the Gramm-Leach-Bliley Act of 1999. To the extent that we are deemed to be a "subsidiary" of Popular for purposes of the Bank Holding Company ("BHC") Act, we will be subject to regulation and oversight by the Board of Governors of the Federal Reserve System (the "Federal Reserve Board") and our activities will be subject to several related significant restrictions, the more significant of which are discussed below.

Transactions with Affiliates

To the extent that we are deemed to be an affiliate of Popular for purpose of the affiliate transaction rules found in Section 23A and 23B of the Federal Reserve Act and Regulation W of the Federal Reserve Board, we will be subject to various restrictions on our ability to borrow from, and engage in certain other transactions with Popular's bank subsidiaries, Banco Popular and Banco Popular North America ("BPNA"). In general these rules require that any "covered transaction" that we enter into with Banco Popular or BPNA (or any of their respective operating subsidiaries), as the case may be, must be secured by designated amounts of specified collateral and must be limited to 10% of Banco Popular's or BPNA's, as the case may be, capital stock and surplus. In addition, all "covered transactions" between Banco Popular or BPNA, on the one hand, and Popular and all of its subsidiaries and affiliates on the other hand, must be limited to 20% of Banco Popular's or BPNA's, as the case may be, capital stock and surplus. "Covered transactions" are defined by statute to include a loan or extension of credit, as well as a purchase of securities issued by an affiliate, a purchase of assets (unless otherwise exempted by the Federal Reserve Board) from the affiliate, the acceptance of securities issued by the affiliate as collateral for a loan and the issuance of a guarantee, acceptance or letter of credit on behalf of an affiliate.

In addition, Section 23B and Regulation W require that to the extent that we are deemed an affiliate of Banco Popular or BPNA, all transactions between us and either Banco Popular or BPNA be on terms and conditions, including credit standards, that are substantially the same or at least as favorable to Banco Popular or BPNA, as the case may be, as those prevailing at the time for comparable transactions involving other non-affiliated companies or, in the absence of comparable transactions, on terms and conditions, including credit standards, that in good faith would be offered by Banco Popular or BPNA to, or would apply to, non-affiliated companies.

Permissible Activities

To the extent that we are deemed to be controlled by Popular for bank regulatory purposes, we may conduct only those activities that are authorized for a bank holding company or a financial holding company under the BHC Act, the Federal Reserve Board's Regulation K and other relevant U.S. federal banking laws. These activities generally include activities that are related to banking, financial in nature or incidental to financial activities. In addition, restrictions placed on Popular as a result of supervisory or enforcement actions may restrict us or our activities in certain circumstances, even if these actions are unrelated to our conduct or business. To the extent that we are deemed to be a foreign subsidiary of a bank holding company under the Federal Reserve Board's regulations, we will rely on the authority granted under the Federal Reserve Board's Regulation K to conduct our data processing, management consulting and related activities outside the United States. The Federal Reserve Board's Regulation K generally limits activities of a bank holding company outside the United States that are not banking or financial in nature, specifically permitted under Regulation K to foreign subsidiaries or necessary to carry on such activities that are not otherwise permissible for a foreign subsidiary under the banking regulations. We continue to engage in certain activities outside the scope of such permissible activities pursuant to authority under the Federal Reserve Board's Regulation K, which allows a bank holding company to retain, in the context of an acquisition of a going concern, such otherwise impermissible activities if they account for not more than 5% of either the consolidated assets or consolidated revenues of the acquired organization.

New lines of business, other new activities, divestitures or acquisitions that we may wish to commence in the future may not be permissible for us under the BHC Act, the Federal Reserve Board's Regulation K or other applicable U.S. federal banking laws. Further, as a result of being subject to regulation and supervision by the Federal Reserve Board, we may be required to obtain the approval of the Federal Reserve Board before engaging in certain new activities or businesses, whether organically or by acquisition, unless such activities are considered financial in nature. If we are unable to obtain any such approval on a timely basis, are delayed in receiving approval, are approved subject to regulatory conditions or do not receive approval, this may make transactions more expensive or may make us less attractive to potential sellers.

Examinations

As a technology service provider to financial institutions, we are also subject to regulatory oversight and examination by the Federal Financial Institutions Examination Council (the "FFIEC"), an interagency body of federal financial regulators that includes the Federal Reserve Board. The office of the Commissioner of Financial Institutions of Puerto Rico also participates in such examinations by the FFIEC. In addition, independent auditors annually review several of our operations to provide reports on internal controls for our clients' auditors and regulators.

Regulatory Reform and Other Legislative Initiatives

The payment card industry has come under increased scrutiny from lawmakers and regulators. The Dodd-Frank Wall Street Reform and Protection Act (the "Dodd-Frank Act") set forth significant structural and other changes to the regulation of the financial services industry, including the establishment of the Consumer Financial Protection Bureau (the "CFPB"). The CFPB has broad supervisory, enforcement and rulemaking authority over consumer financial products and services (including many offered by us and by our clients) and certain bank and non-bank providers of such products and services. In addition, Section 1075 of the Dodd-Frank Act (commonly referred to as the "Durbin Amendment") imposed new restrictions on card networks and debit card issuers. More specifically, the Durbin Amendment provides that the interchange transaction fees that a card issuer or payment network may receive or charge for an electronic debit transaction must be "reasonable and proportional" to the cost incurred by the card issuer in authorizing, clearing and settling the transaction.

The Federal Reserve's regulations (a) limit debit transaction interchange fees to $.21 + (5 bps times the value of the transactions) + $.01 (as a fraud adjustment for issuers that have in place policies and measures to address fraud); (b) require that issuers enable at least two unaffiliated payment card networks on their debit cards without regard to authentication method; and (c) prohibit card issuers and payment card networks from entering into exclusivity arrangements for debit card processing and restrict card issuers and payment networks from inhibiting the ability of merchants to direct the routing of debit card transactions over networks of their choice. The Dodd-Frank Act also allows merchants to set minimum dollar amounts (currently, not to exceed $10) for the acceptance of a credit card and provide discounts or incentives to entice consumers to pay with various payment methods, such as cash, checks, debit cards or credit cards, as the merchant prefers.

The CFPB is responsible for many of the regulatory functions with respect to consumer financial products and services. In addition to rulemaking authority over several enumerated federal consumer financial protection laws, the CFPB is authorized to issue rules prohibiting unfair, deceptive or abusive acts or practices in connection with the offering of a consumer financial product or service or any transaction with a consumer for such product or service. The CFPB also has authority to examine supervised entities for compliance with, and to enforce violations of, consumer financial protection laws.

To the extent that we are deemed an affiliate of Banco Popular-an insured depository institution with greater than $10 billion in total consolidated assets-and as a service provider to other insured depository institutions with $10 billion or more in total consolidated assets, as well as larger participants in markets for consumer financial products and services, as determined by the CFPB, we are subject to the supervision, enforcement and rulemaking authority of the CFPB. CFPB rules, examinations and enforcement actions may require us to adjust our activities and may increase our compliance costs.

In 2017, the former Director of the CFPB resigned and was replaced by a Director. This change in leadership, although the subject of ongoing litigation, may result in certain changes to CFPB policies and supervision, enforcement and rulemaking priorities. In addition, various legislative proposals to restructure or limit the authority of the CFPB, or to modify certain consumer financial protection laws or CFPB regulations, have been considered by Congress. It is unclear whether or to what extent any such change would affect the manner in which we engage in consumer product and service activities.

From time to time, various legislative initiatives are introduced in Congress and state legislatures, and changes in regulations or agency policies, or in the interpretation of such regulations and policies, are proposed by regulatory agencies. Such initiatives may include proposals to modify the powers of bank holding companies and their affiliates. Such legislation or changes in regulation could affect our operating environment in substantial and unpredictable ways. If adopted, such legislation or changes in regulation could increase the cost of doing business or limit permissible activities. We cannot predict whether any such legislation will be enacted, and, if enacted, the effect that it, or any implementing regulations or related policies and guidance, would have on our financial condition or results of operations.

Other Government Regulations

Our services are also subject to a broad range of complex federal, state, Puerto Rico and foreign regulation, including privacy laws, international trade regulations, the Bank Secrecy Act and other anti-money laundering laws, anti-trust and competition laws, the U.S. Internal Revenue Code, the PR Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act and other Puerto Rico laws and regulations. Failure of our services to comply with applicable laws and regulations could result in restrictions on our ability to provide such services, as well as the imposition of civil fines and/or criminal penalties. The principal areas of regulation (in addition to oversight by the Federal Reserve Board) that impact our business are described below.

Privacy

We and our financial institution clients are required to comply with various U.S. state, federal and foreign privacy laws and regulations, including those imposed under the Gramm-Leach-Bliley Act of 1999 which applies directly to a broad range of financial institutions and to companies that provide services to financial institutions. These laws and regulations place restrictions on the collection, processing, storage, use and disclosure of certain personal information, require disclosure to individuals of detailed privacy practices and provide them with certain rights to prevent the use and disclosure of protected information. The regulations, however, permit financial institutions to share information with non-affiliated parties who perform services for the financial institutions. These laws also impose requirements for safeguarding personal information through the issuance of data security standards or guidelines. Certain state laws impose similar privacy obligations, as well as, in certain circumstances, obligations to provide notification to affected individuals, states officers and consumer reporting agencies, as well as businesses and governmental agencies that own data, of security breaches of computer databases that contain personal information. In addition, U.S. state and federal government agencies have been contemplating or developing new initiatives to safeguard privacy and enhance data security. Some foreign privacy laws are stricter than those applicable under U.S. federal, state or Puerto Rican law. As a provider of services to financial institutions, we are required to comply with the privacy regulations and are bound by the same limitations on disclosure of the information received from our customers as apply to the financial institutions themselves. See “Item 1A. Risk Factors-Risks Related to Our Business-Security breaches or our own failure to comply with privacy regulations and industry security requirements imposed on providers of services to financial institutions and card processing services could harm our business by disrupting our delivery of services and damaging our reputation.”

Anti-Money Laundering and Office of Foreign Assets Control Regulation

Since we provide data processing services to both foreign and domestic financial institutions, we are required to comply with certain anti-money laundering and terrorist financing laws and economic sanctions imposed on designated foreign countries, nationals and others. Specifically, we must adhere to the requirements of the Bank Secrecy Act, as amended by the USA PATRIOT Act of 2001 (collectively, the “BSA”) regarding processing and facilitation of financial transactions, as well as other state, local and foreign laws relating to money laundering. Furthermore, as a data processing company that provides services to foreign parties and facilitates financial transactions between foreign parties, we are obligated to screen transactions for compliance with the sanctions programs administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). These regulations prohibit us from entering into or facilitating a transaction to or from or dealings with specified countries, their governments and, in certain circumstances, their nationals and others, such as narcotics traffickers and terrorists or terrorist organizations designated by the U.S. Government under one or more sanctions regimes.

A major focus of governmental policy in recent years has been aimed at combating money laundering and terrorist financing. Preventing and detecting money laundering and other related suspicious activities at their earliest stages warrants careful monitoring. The BSA, along with a number of other anti-money laundering laws, imposes various reporting and record-keeping requirements concerning currency and other types of monetary instruments. Similar anti-money laundering, counter-terrorist financing and proceeds of crime laws apply to movements of currency and payments through electronic transactions and to dealings with persons specified on lists maintained by organizations similar to OFAC in several other countries and which may impose specific data retention obligations or prohibitions on intermediaries in the payment process. These laws and regulations

impose obligations to maintain appropriate policies, procedures and controls to detect, prevent and report money laundering and terrorist financing and to verify the identity of their customers. Failure to maintain and implement adequate programs to combat money laundering and terrorist financing, or to comply with all of the relevant laws or regulations, could have serious legal and reputational consequences for us.

Federal Trade Commission Act and Other Laws Impacting our Customers' Business

All persons engaged in commerce, including, but not limited to, us and our merchant and financial institution customers are subject to Section 5 of the Federal Trade Commission Act prohibiting Unfair or Deceptive Acts or Practices (“UDAP”). In addition, there are other laws, rules and/or regulations, including the Telemarketing Sales Act, that may directly impact the activities of our merchant customers and in some cases may subject us, as the merchant's payment processor, to investigations, fees, fines and disgorgement of funds in the event we are deemed to have aided and abetted or otherwise provided the means and instrumentalities to facilitate the illegal activities of the merchant through our payment processing services. Federal and state regulatory enforcement agencies including the Federal Trade Commission, or FTC, and the states' attorneys general have authority to take action against nonbanks that engage in UDAP or violate other laws, rules and regulations. To the extent we process payments for a merchant that may be in violation of these laws, rules and regulations, we may be subject to enforcement actions and as a result may incur losses and liabilities that may impact our business.

Anti-trust and Competition Laws

We are required to comply with various federal, local and foreign competition and anti-trust laws, including the Sherman Act, Clayton Act, Hart-Scott-Rodino Antitrust Improvements Act, Robinson-Patman Act, Federal Trade Commission Act and Puerto Rico Anti-Monopoly Act. In general, competition laws are designed to protect businesses and consumers from anti-competitive behavior. Competition and anti-trust law investigations can be lengthy and violations are subject to civil and/or criminal fines and other sanctions for both corporations and individuals that participate in the prohibited conduct. Class action civil anti-trust lawsuits can result in significant judgments, including in some cases, payment of treble damages and/or attorneys' fees to the successful plaintiff. See “Item 1A. Risk Factors-Risks Related to Our Business-Failure to comply with U.S. state and federal antitrust requirements, or the Puerto Rico Anti-Monopoly Act, and government investigations into our compliance, could adversely affect our business.”

Foreign Corrupt Practices Act (“FCPA”), Export Administration and Other

As a data processing company that services both foreign and domestic clients, our business activities in foreign countries, and in particular our transactions with foreign governmental entities, subject us to the anti-bribery provisions of the FCPA, as well as the laws and regulations of the foreign jurisdiction where we operate. Pursuant to applicable anti-bribery laws, our transactions with foreign government officials and political candidates are subject to certain limitations. Finally, in the course of business with foreign clients and subsidiaries, we export certain software and hardware that is regulated by the Export Administration Regulations from the United States to the foreign parties. Together, these regulations place restrictions on who we can transact with, what transactions may be facilitated, how we may operate in foreign jurisdictions and what we may export to foreign countries.

The preceding list of laws and regulations is not exhaustive, and the regulatory framework governing our operations changes continuously. The enactment of new laws and regulations may increasingly affect directly and indirectly the operation of our business, which could result in substantial regulatory compliance costs, litigation expense, loss of revenue, decreased profitability and/or adverse publicity.

Association and Network Rules

Several of our subsidiaries are registered with or certified by card associations and payment networks, including the ATH network, MasterCard, Visa, American Express, Discover and numerous debit and EBT networks as members or as service providers for member institutions in connection with the services we provide to our customers. As such, we are subject to applicable card association and network rules, which could subject us to a variety of fines or penalties that may be levied by the card associations or networks for certain acts and/or omissions by us, our acquirer customers, processing customers and/or merchants. For example, “EMV” is a credit and debit card authentication methodology that the card associations are mandating to processors, issuers and acquirers in the payment industry. Compliance deadlines for EMV mandates vary by country and by payment network. We have invested significant resources and man-hours to develop and implement this methodology in all our payment related platforms. However, we are not certain if or when our financial institution customers will use or accept the methodology and the time it will take for this technology to be rolled-out to all customer ATM and POS devices connected to our platforms or adopted by our card issuing clients. Non-compliance with EMV mandates could result in lost business or

financial losses from fraud or fines from network operators. We are also subject to network operating rules promulgated by the National Automated Clearing House Association relating to payment transactions processed by us using the Automated Clearing House Network and to various government laws regarding such operations, including laws pertaining to EBT.

Geographic Concentration

Our revenue composition by geographical area is based in Latin America and the Caribbean. Latin America includes, among others, Costa Rica, México, Guatemala, Colombia, Chile, Uruguay, Brazil and Panamá. The Caribbean primarily represents Puerto Rico, the Dominican Republic and the Virgin Islands. See Note 23 of Audited Consolidated Financial Statements included elsewhere in this Annual Report on Form 10-K for additional information related to geographic areas.

Seasonality

Our payment businesses generally experience increased activity during the traditional holiday shopping periods and around other nationally recognized holidays.

Available Information

EVERTEC's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K and amendments to such reports (if applicable) filed or furnished pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") are available free of charge, through our website, http://www.evertecinc.com, as soon as reasonably practicable after such material is electronically filed with or furnished to the SEC. In addition, we make available on our website under the heading of "Corporate Information" our: (i) Code of Ethics; (ii) Code of Ethics for Service Providers; (iii) Corporate Governance Guidelines; (iv) the charters of the Audit, Compensation and Nominating and Corporate Governance committees, and also we intend to disclose any amendments to the Code of Ethics. The aforementioned reports and materials can also be obtained free of charge upon written request or telephoning to the following address or telephone number:

EVERTEC, Inc.
Cupey Center Building
Road, 176, Kilometer 1.3
San Juan, Puerto Rico 00926
(787) 759-9999

Our filings with the SEC are also available to the public from commercial document retrieval services and at the web site maintained by the SEC at http://www.sec.gov.

Item 1A. Risk Factors

Readers should carefully consider, in connection with other information disclosed in this Annual Report on Form 10-K, the risks and uncertainties described below. The following discussion sets forth risks that we believe are material to our stockholders and prospective stockholders. The occurrence of any of the following risks might cause our stockholders to lose all or a part of their investment in our Company. We cannot assure you that the risk factors described below or elsewhere in this document are a complete set of all potential risks we may face; additional risks and uncertainties not presently known to us or not believed by us to be material may also affect our business results, financial condition, results of operations, cash flows, and the trading price of our common stock. Some statements in this report, including statements in the following risk factors section, constitute forward-looking statements. Please also refer to the section titled "Forward Looking Statements" at the beginning of this Annual Report on Form 10-K.

Risks Related to Our Business

We expect to continue to derive a significant portion of our revenue from Popular.

Our services to Popular account for a significant portion of our revenues, and we expect that our services to Popular will continue to represent a significant portion of our revenues for the foreseeable future. In 2018, products and services billed to Popular accounted for approximately 41% of our total revenues. The majority of Popular's business is presented in the Business Solutions segment. If Popular were to terminate, fail to perform under (in whole or in part), or fail to renew the Master Services Agreement ("MSA"), which currently expires in 2025, or our other material agreements with Popular, our revenues could be materially reduced and our profitability and cash flows could also be materially reduced, all of which would have a material adverse impact on our financial condition and results of operations.

We depend, in part, on our merchant relationships and our alliance with Banco Popular, a wholly-owned subsidiary of Popular, to grow our merchant acquiring business. If we are unable to maintain these relationships and this alliance, our business may be adversely affected.

Growth in our merchant acquiring business is derived primarily from acquiring new merchant relationships, new and enhanced product and service offerings, cross selling products and services into existing relationships, the shift of consumer spending to increased usage of electronic forms of payment, and the strength of our relationship with Banco Popular. A substantial portion of our business is generated from our Independent Sales Organization Sponsorship and Services Agreement (the "ISO Agreement") with Banco Popular, which expires in 2025.

Banco Popular acts as a merchant referral source and provides sponsorship into the ATH, Visa, Discover and MasterCard networks for merchants, as well as card association sponsorship, clearing and settlement services. We provide transaction processing and related functions. Both we and Popular as alliance partners may provide management, sales, marketing, and other administrative services to merchants. We rely on the continuing growth of our merchant relationships, which in turn is dependent upon our alliance with Banco Popular and other distribution channels. There can be no guarantee that this growth will continue and the loss or deterioration of these relationships, whether due to the termination of the ISO Agreement or otherwise, could negatively impact our business and result in a reduction of our revenue and income.

Our MSA with Popular, our ISO Agreement with Banco Popular and our ATH Network Participation Agreement and ATH Support Agreement with Banco Popular (the "BPPR ATH Agreements") have initial terms ending in 2025. If Popular or Banco Popular decide not to renew one or more of these agreements, or if we are unable to negotiate extensions, or if we must provide significant concessions to Popular or Banco Popular to secure extensions or otherwise, our results of operations, financial condition and trading price of our common stock may be materially adversely affected, and it could also potentially limit our ability to renegotiate our debt.

Our MSA with Popular has an initial term that ends in 2025. For 2018, we derived approximately 41% of our revenue from such contract, which makes the MSA our most significant client contract. We expect that we will enter into a negotiation with Popular prior to the expiration of the initial term of the MSA. We cannot be certain that we will be able to negotiate an extension to the MSA. In addition, even if we are able to negotiate an extension of the MSA, any new master services agreement may be materially different from the existing MSA. Further, the anticipated negotiation of the MSA extension may result in Popular obtaining significant concessions from us with respect to pricing and other key terms, both in respect of the current term and any extension of the MSA, particularly as we approach 2025. Any such events may materially negatively impact our financial condition, results of operations and trading price of our common stock, as well as potentially limit our ability to renegotiate our debt.

Pursuant to our ISO Agreement with Banco Popular, Banco Popular sponsors us as an independent sales organization with respect to certain credit card associations and is required to exclusively refer to us any merchant that inquires about, requests or otherwise evidences interest in merchant and other services. If the ISO Agreement is not renewed, we will have to seek other card association sponsors, we will not benefit from Banco Popular referral of merchants and we may experience the loss of some merchants if Banco Popular itself enters the merchant acquiring business or agrees to sponsor another independent sales organization. Any of these may negatively impact our financial condition and results of operations.

Similarly, the BPPR ATH Agreements have initial terms ending in 2025. Under such agreements, among other things, we provide Banco Popular certain ATM and POS services in connection with our ATH network; we grant a license to use the ATH logo, word mark and associated trademarks; and Banco Popular agrees to support, promote and market the ATH network and brand and to issue debit cards bearing the symbol of the ATH network. If one or both of the BPPR ATH Agreements are not extended, our ATH brand and network could be negatively impacted and our financial conditions and results of operations adversely affected.

A protracted government shutdown could negatively affect our financial condition.

During any protracted federal government shutdown, the federal government may reduce or cut funding for certain welfare and disaster relief programs. Beneficiaries of certain federal programs, such as the Supplemental Nutrition Assistance Program (SNAP), obtain their benefits through electronic benefits transfer (EBT) accounts. A temporary or permanent reduction in federal welfare and relief programs could lead to a decrease in electronic benefit card volume. The effect of a protracted government shutdown now or in the future may affect our revenues, profitability and cash flows.

If we are unable to renew client contracts on favorable terms or at all, our results of operations and financial condition may be adversely affected.

Failure to achieve favorable renewals of client contracts could negatively impact our business. Our contracts with private clients generally run for a period of one to five years, except for our Master Services Agreement with Popular. Our government contracts generally run for one year and do not include automatic renewal periods due to government procurement rules and related fiscal funding requirements. Our standard merchant contract has an initial term of up to three years, with automatic one-year renewal periods. At the end of the contract term, clients can renew or renegotiate their contracts with us, but may also consider whether to engage one of our competitors to provide products and services. If we are not successful in achieving high renewal rates and/or contract terms that are favorable to us, our results of operations and financial condition may be adversely affected.

Our substantial leverage could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry, expose us to interest rate risk to the extent of our variable rate debt and prevent us from meeting our obligations under our notes and senior secured credit facilities.

We are highly leveraged. As of December 31, 2018, the total principal amount of our indebtedness was approximately $545.3 million. Our high degree of leverage could have a significant impact on us, including:

- increasing our vulnerability to adverse economic, industry or competitive developments;
- requiring a substantial portion of cash flow from operations to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our ability to use our cash flow for other purposes, including for our operations, capital expenditures and future business opportunities;
- exposing us to the risk of increases in interest rates because our borrowings are predominantly at variable rates of interest;
- making it difficult for us to satisfy our obligations with respect to our indebtedness generally, including complying with restrictive covenants and borrowing conditions, our noncompliance with which could result in an event of default under the agreements setting forth the terms such of other indebtedness;
- restricting us from making strategic acquisitions or causing us to make non-strategic divestitures;
- limiting our ability to obtain additional debt or equity financing for working capital, capital expenditures, business development, debt service requirements, acquisitions and general corporate or other purposes; and
- limiting our flexibility in planning for, or reacting to, changes in our business or market conditions and placing us at a competitive disadvantage compared to competitors who may be less highly leveraged and who therefore, may be able to take advantage of opportunities that our leverage prevents us from exploiting.

We rely on our systems, employees and certain counterparties, and certain failures could materially adversely affect our operations.

Many of our services are based on sophisticated software, technology and computing systems, and we may encounter delays when developing new technology solutions and services. Further, the technology solutions underlying our services have occasionally contained, and may in the future contain, undetected errors or defects when first introduced or when new versions are released. In addition, we may experience difficulties in installing or integrating our technologies on platforms used by our customers.

Our businesses are dependent on our ability to reliably process, record and monitor a large number of transactions. For example, we settle funds on behalf of financial institutions, other businesses and consumers and process funds transactions from clients, card issuers, payment networks and consumers on a daily basis for a variety of transaction types. Transactions facilitated by us include debit card, credit card, electronic bill payment transactions, ACH payments, electronic benefits transfer transactions and check clearing that supports consumers, financial institutions and other businesses. These payment activities rely upon the technology infrastructure that facilitates the verification of activity with counterparties, the facilitation of the payment and, in some cases, the detection or prevention of fraudulent payments. If any of our financial, accounting, or other data processing systems or applications fail or experience other significant shortcomings or limitations, our ability to serve our clients and accordingly our results of operations could be materially adversely affected. Such failures or shortcomings could be the result of events that are wholly or partially beyond our control, which may include, for example, computer viruses, fires, electrical or telecommunications outages, natural disasters, disease pandemics, terrorist acts or other unanticipated damage to property or physical assets. Any such failure or shortcoming could also damage our reputation, require us to expend significant resources to correct the defect, and may result in liability to third parties, especially since some of our contractual agreements with financial institutions require the crediting of certain fees if our systems do not meet certain specified service levels.

Although we have taken steps to protect against data loss and system failures, there is still risk that we may lose critical data or experience system failures. We perform the vast majority of disaster recovery operations ourselves, though we utilize select third parties for some aspects of recovery. To the extent we outsource our disaster recovery, we are at risk of the vendor's unresponsiveness in the event of breakdowns in our systems. Furthermore, our property and business interruption insurance may not be adequate to compensate us for all losses or failures that may occur.

We are similarly dependent on our employees. Our operations could be materially adversely affected if one of one or more employees causes a significant operational breakdown or failure, either intentionally or as a result of human error. Third parties with which we do business could also be sources of operational risk to us, including relating to breakdowns or failures of such parties' own systems or employees. Any of these occurrences could diminish our ability to operate one or more of our businesses, or result in potential liability to clients, reputational damage and regulatory intervention or fines, any of which could materially adversely affect our financial condition or results of operations.

If our amortizable intangible assets or goodwill become impaired, it may adversely affect our financial condition and operating results.

If our amortizable intangible assets or goodwill were to become impaired, we may be required to record a significant charge to earnings. Under U.S. generally accepted accounting principles ("GAAP"), definitive useful life intangibles are evaluated periodically for impairment when events or changes in circumstances indicate that the carrying amount may not be recoverable.

Goodwill is tested for impairment at least annually. The goodwill impairment evaluation process requires us to make estimates and assumptions with regards to the fair value of our reporting units. Actual values may differ significantly from these estimates. Such differences could result in future impairment of goodwill that would, in turn, negatively impact our results of operations and the reporting unit where the goodwill is recorded.

Our risk management procedures may not be fully effective in identifying or helping us mitigate our risk exposure against all types of risks.

We operate in a rapidly changing industry, and we have experienced significant change in the past ten years, including our separation from Popular following the Merger, our initial public offering in April 2013 and our listing on the New York Stock Exchange ("NYSE"). Accordingly, we may not be fully effective in identifying, monitoring and managing our risks. In some cases, the information we use to perform our risk assessments may not be accurate, complete or up-to-date. In other cases, our risk assessments may depend upon information that we may not have or cannot obtain. If we are not fully effective or we are not always successful in identifying all risks to which we are or may be exposed, we could be subject to losses, penalties, litigation or regulatory actions that could harm our reputation or have a material adverse effect on our business, financial conditions and results of operations.

We are subject to security breaches or other confidential data theft from our systems, which can adversely affect our reputation and business.

As part of our business, we electronically receive, process, store and transmit a wide range of confidential information, including sensitive customer information and personal consumer data, such as names and addresses, social security numbers, driver's license numbers, cardholder data and payment history records. We also operate payment, cash access and electronic card systems. Attacks on information technology systems continue to grow in frequency, complexity and sophistication, a trend we expect will continue. The objectives of these attacks include, among other things, gaining unauthorized access to systems to facilitate financial fraud, disrupt operations, cause denial of service events, corrupt data, and steal non-public information. Such attacks have become a point of focus for individuals, businesses and governmental entities.

Despite the safeguards we have in place, unauthorized access to our computer systems or databases could result in the theft or publication of confidential information, the deletion or modification of records or could otherwise cause interruptions in the successful operations of our businesses. These risks are increased when we transmit information over the Internet as our visibility in the global payments industry may attract hackers to conduct attacks on our systems. Our security measures may also be breached due to the mishandling or misuse of information; for example, if such information were erroneously provided to parties who are not permitted to have the information, either by employees acting contrary to our policies or as a result of a fault in our systems.

Actual or perceived vulnerabilities or data breaches may lead to claims against us, which may require us to spend significant additional resources to remediate by addressing problems caused by breaches remediate and further protect against security or privacy breaches. Additionally, while we maintain insurance policies specifically for cyber-attacks, our current insurance policies may not be adequate to reimburse us for losses caused by security breaches, and we may not be able to collect fully, if at all, under these insurance policies. A significant security breach, such as loss of credit card numbers and related information, could have a material adverse effect on our reputation and could result in a loss of customers. We cannot assure you that our security measures will prevent security breaches or that failure to prevent them will not have a material adverse effect on our business, results of operations and financial condition.

The ability to adopt technology to changing industry and customer needs or trends may affect our competitiveness or demand for our products, which may adversely affect our operating results.

Changes in technology may limit the competitiveness of and demand for our services. Our businesses operate in industries that are subject to technological advancements, developing industry standards and changing customer needs and preferences. Also, our customers continue to adopt new technology for business and personal uses. We must anticipate and respond to these industry and customer changes in order to remain competitive within our relative markets. Our inability to respond to new competitors and technological advancements could impact all of our businesses. For example, the ability to adopt technological advancements surrounding POS technology available to merchants could have an impact on our merchant acquiring business.

Consolidations in the banking and financial services industry could adversely affect our revenues by eliminating existing or potential clients and making us more dependent on a more limited number of clients.

In recent years, there have been a number of mergers and consolidations in the banking and financial services industry. Mergers and consolidations of financial institutions reduce the number of our clients and potential clients, which could adversely affect our revenues. Further, if our clients fail or merge with or are acquired by other entities that are not our clients, or that use fewer of our services, they may discontinue or reduce their use of our services. It is also possible that the larger banks or financial institutions resulting from mergers or consolidations would have greater leverage to negotiate terms less favorable to us or could decide to perform in-house some or all of the services which we currently provide or could provide. Any of these developments could have a material adverse effect on our business, financial condition and results of operations.

We are subject to the credit risk that our merchants will be unable to satisfy obligations for which we may also be liable.

We are subject to the credit risk of our merchants being unable to satisfy obligations for which we also may be liable. For example, as the merchant acquirer, we are contingently liable for transactions originally acquired by us that are disputed by the cardholder and charged back to the merchants. For certain merchants, if we are unable to collect amounts paid to cardholders in the form of refunds or chargebacks from the merchant, we bear the loss for those amounts. Notwithstanding our adherence to industry standards with regards to the acceptance of new merchants and certain steps to screen for merchant credit risk, a default on payment obligations by one or more of our merchants could have a material adverse effect on our business.

We depend on our payment processing clients to comply with their contractual obligations, as well as any applicable laws, regulatory requirements and credit card associations rules or standards.

Our contracts with our payment processing clients generally require that they comply with all applicable laws and regulatory requirements, as well as any applicable credit card associations rules or standards. A client’s failure to comply with any such laws or requirements could force us to declare a breach of contract and terminate the client relationship. The termination of such contracts or relationships, as well as any inability to collect any damages caused, could have a material adverse effect on our business, financial condition and results of operations. Additionally, any such failure by clients to comply could also result in fines, penalties or obligations imputed to EVERTEC, which could also have a material adverse effect on our business.

Increased competition could adversely affect our business.

A decline in the market for our services as a result of increased competition could have a material adverse effect on our business. We may face increased competition in the future as new companies enter the market and existing competitors expand their services. Some of these competitors could have greater overall financial, technical and marketing resources than us, which could enhance their ability to finance acquisitions, fund internal growth and respond more quickly to professional and technological changes. Some competitors could have or may develop a lower cost structure. New competitors or alliances among competitors could emerge, resulting in a loss of business for us and a corresponding decline in revenues and profit margin.

Changes in consumer spending or payment preferences could adversely affect our business.

A decline in the market for our services, either as a result of continued migration of Puerto Ricans to the U.S. mainland, a further deterioration in the Puerto Rico economy, a decrease in consumer spending or a shift in consumer payment preferences, could have a material adverse effect on our business. If consumer confidence decreases in a way that adversely affects consumer spending, whether in conjunction with a global economic downturn or otherwise, we could experience a reduction in the volume of transactions we process. In addition, if we fail to respond to changes in technology or consumer payment preferences, we could lose business.

Changes in credit card association or other network rules or standards could adversely affect our business.

In order to provide our transaction processing services, several of our subsidiaries are registered with or certified by Visa, Discover and MasterCard and other networks as members or as service providers for member institutions. As such, we and many of our customers are subject to card association and network rules that could subject us or our customers to a variety of fines or penalties that may be levied by the card associations or networks for certain acts or omissions by us, acquirer customers, processing customers and merchants. Visa, Discover, MasterCard and other networks, some of which are our competitors, set the standards with which we must comply. The termination of Banco Popular's or our subsidiaries' member registration or our subsidiaries' status as a certified service provider, or any changes in card association or other network rules or standards, including interpretation and implementation of the rules or standards, that increase the cost of doing business or limit our ability to provide transaction processing services to or through our customers, could have an adverse effect on our business, operating results and financial condition.

Changes in interchange fees or other fees charged by card associations and debit networks could increase our costs or otherwise adversely affect our business.

From time to time, card associations and debit networks change interchange, processing and other fees, which could impact our merchant acquiring and payment services businesses. Competitive pressures could result in our merchant acquiring and payment services businesses absorbing a portion of such increases in the future, which would increase our operating costs, reduce our profit margin and adversely affect our business, operating results and financial condition.

For purposes of the Bank Holding Company Act of 1956 (the "BHC Act"), to the extent that we are deemed to be controlled by Popular, we will be subject to regulation, supervision and examination by the U.S. Federal Reserve Board, and our activities will be limited to those permissible under the BHC Act and related regulations. We may be required to obtain regulatory approval before engaging in certain new activities or businesses, whether organically or by acquisition.

To the extent that we are deemed to be controlled by Popular pursuant to regulation and guidance under the BHC Act, we will be subject to regulation, supervision and examination by the Federal Reserve Board. The BHC Act defines "control" differently than GAAP, and "control" can be found based on a variety of facts and circumstances.

New lines of business, other new activities and acquisitions that we may wish to commence or undertake in the future, including the manner in which we conduct our business or may undertake such activities or acquisitions, may not be permissible for us under the BHC Act, the Federal Reserve Board's Regulation K or other applicable U.S. federal banking laws or may require the approval of the Federal Reserve Board or another applicable U.S. federal banking regulator. In addition, potential acquisitions may take longer, be more costly, or make us less attractive as a buyer. There can be no assurance that any required regulatory approvals will be obtained, or that they will be obtained without regulatory conditions. Additional regulatory requirements may be imposed on our activities or acquisitions to the extent we are controlled by Popular and Popular is subject to any supervisory or enforcement action, even if the supervisory actions are unrelated to us or to our business.

Furthermore, as a technology service provider to regulated financial institutions, we are subject to additional regulatory oversight and examination.

In general, financial institution regulators require their supervised institutions to cause their service providers to agree to certain terms and to agree to supervision and oversight by applicable financial regulators, primarily to protect the safety and soundness of the financial institution. We have agreed to such terms and provisions in many of our service agreements with financial institutions. In particular, we are subject to regulatory oversight and examination by applicable U.S. federal regulators as a technology service provider to regulated U.S. financial institutions, including Banco Popular.

Changes in laws, regulations and enforcement activities may adversely affect the products and services we provide and markets in which we operate.

We and our customers are subject to U.S. federal, Puerto Rico and other countries' laws, rules and regulations that affect the electronic payments industry. Our customers are subject to numerous laws, rules and regulations applicable to banks, financial institutions, processors and card issuers in the United States and abroad. We are subject to regulation because of our activities in the countries where we carry them out and because of our relationship with Popular, and at times we are also affected by the laws, rules and regulations to which our customers are subject. Failure to comply with any of these laws, rules and regulations may result in the suspension or revocation of licenses or registrations, the limitation, suspension or termination of one or more of the services we provide, and/or the imposition of civil and criminal penalties, including fines, all of which could have an adverse effect on our financial condition. In addition, even an inadvertent failure by us to comply with laws, rules and regulations, as well as rapidly evolving social expectations of corporate fairness, could damage our reputation or brands.

Regulation of the electronic payment card industry, including regulations applicable to us and our customers, has increased significantly in recent years. There is also continued scrutiny by the U.S. Congress of the manner in which payment card networks and card issuers set various fees, from which some of our customers derive significant revenue. Further, banking regulators have been strengthening their examination guidelines with respect to relationships between banks and their third-party service providers, such as us. Any such heightened supervision of our relationship with Popular could have an effect on our contractual relationship with Popular as well as on the standards applied in the evaluation of our services. See "Item 1. Business-Government Regulation and Payment Network Rules-Regulatory Reform and Other Legislative Initiatives."

Further changes to laws, rules and regulations, or interpretation or enforcement thereof, could have a negative financial effect on us.

The Government of Puerto Rico's fiscal crisis continues. The expiration of the automatic stay on litigation to collect claims against the Government on May 1, 2017, the initiation of creditor litigation promptly thereafter and the Government's filing for bankruptcy protection on May 3, 2017, are all expected to further slow the Puerto Rico economy, increase emigration from Puerto Rico, increase the risk of non-payment of Government obligations and negatively affect the economy and consumer spending, which could have a material adverse effect on our business and the trading price of our common stock.

For the years ended December 31, 2018 and 2017, approximately 79% and 81%, respectively, of our total revenues were generated from our operations in Puerto Rico. In addition, some revenues that are generated from our operations outside Puerto Rico are dependent upon our operations in Puerto Rico. As a result, our financial condition and results of operations are highly dependent on the economic and political conditions in Puerto Rico, and could be significantly adversely impacted by adverse economic or political developments in Puerto Rico. Puerto Rico has been in economic recession since 2006. In August 2015, Puerto Rico defaulted for the first time on the Public Finance Corporation bonds. In April 2016, the Puerto Rico governor signed a debt moratorium law that gave the governor emergency powers to deal with the fiscal crisis, including the ability to declare a moratorium on any debt payment. On June 30, 2016, the U.S. President signed into law the Puerto Rico Oversight, Management and Economic Stability Act (PROMESA). PROMESA establishes a fiscal oversight and management board (the "Oversight Board") comprised of seven voting members appointed by the President. PROMESA also imposed an automatic stay on all litigation against Puerto Rico and its instrumentalities, as well as any other judicial or administrative actions or proceedings to enforce or collect claims against the Puerto Rico government.

On May 1, 2017, the automatic stay expired and creditors of the Puerto Rico government filed various lawsuits involving defaults on more than $70 billion of bonds issued by Puerto Rico. On May 3, 2017, Puerto Rico filed for bankruptcy-like protection under Title III of PROMESA.

While the Title III filing does not foreclose negotiations between creditors and the Puerto Rico government toward a consensual restructuring agreement, there can be no assurance that meaningful negotiations will occur or that any consensual agreement will be reached or by what date. Importantly, there also can be no assurance as to the financial outcome or timing of the completion of the Title III processes. There also can be no assurance as to any favorable intervention by the U.S. Congress or the U.S. President.

The invocation of Title III is expected to potentially deepen Puerto Rico's economic recession, and to further curtail the ability of the Commonwealth and its instrumentalities, subject to the oversight of the Oversight Board (collectively, the "Government"), to access capital markets to place new debt or roll future maturities. Additionally, potential Government actions such as further reductions in spending or the imposition of new taxes may further deepen the current economic crisis, lead to an increase in unemployment rates, and result in a continued decline in population and in the economy.

Consequently, such recent events could potentially adversely impact the trading price of our common stock, adversely impact our customer base, depress general consumer spending and delay the Government's payments thus increasing our Government accounts receivables, and potentially impair the collectability of those accounts receivable, all of which, individually or in the aggregate, could potentially have a material adverse effect on our business, financial condition and results of operations. As of December 31, 2018, we had net receivables of $9.4 million from Puerto Rico and certain public corporations.

Hurricanes Irma and Maria and their aftermaths and any similar natural disasters in the future could have a prolonged negative impact on the countries in which we operate and a material adverse effect on our business and results of operations.

Puerto Rico's location in the Caribbean exposes the island to increased risk of hurricanes and other severe tropical weather conditions and natural disasters. Hurricanes Irma and Maria and their aftermaths, including the widespread power outage in Puerto Rico, the damage to infrastructure and communications networks, and the temporary cessation and slow pace of reestablishment of regular day-to-day commerce, have severely impacted the economies of Puerto Rico and the Caribbean. It is unknown how long it will take for the business communities, resident populations and the economies to recover. Puerto Rico's current situation following Hurricane Maria could further accelerate the ongoing emigration trend of Puerto Rico residents to the United States. A prolonged delay in the repairs to the islands' infrastructures, decline in business volume and any other economic declines due to Hurricanes Irma and Maria and their aftermaths may impact demand for our services and could have a material adverse effect on our business and results of operations.

Our presence in international markets includes operations in several Latin American and Caribbean countries. Although we have contingency plans in effect for natural disasters or other catastrophic events, the occurrence of a natural disaster such as, but not limited to, earthquakes, landslides, hurricanes, tornadoes, tsunamis, volcanic activity, droughts and floods, could still disrupt our operations outside the United States and Puerto Rico. For example, we conduct business in Chile, a country that is particularly susceptible to earthquakes. Any natural disaster or catastrophic event in the countries in which we do business could adversely affect our business, results of operations and financial condition.

We are exposed to risks associated with our presence in international markets, including political or economic instability.

Our financial performance may be significantly affected by general economic, political and social conditions in the emerging markets where we operate. Many countries in Latin America have suffered significant economic, political and social crises in the past, and these events may occur again in the future. Instability in Latin America has been caused by many different factors, including:

- exposure to foreign exchange variation
- significant governmental influence over local economies;
- substantial fluctuations in economic growth;
- high levels of inflation;
- exchange controls or restrictions on expatriation of earnings;
- high domestic interest rates;
- wage and price controls;
- changes in governmental economic or tax policies;
- imposition of trade barriers;
- unexpected changes in regulation which may restrict the movement of funds or result in the deprivation of contract rights or the taking of property without fair compensation
- Terrorist attacks and other acts of violence or war; and
- overall political, social and economic instability.

Adverse economic, political and social conditions in the Latin America markets where we operate may create uncertainty regarding our operating environment, which could have a material adverse effect on our results of operations.

Our business in countries outside the United States and transactions with foreign governments increase our compliance risks and exposes us to business risks.

Our operations outside the United States could expose us to trade and economic sanctions or other restrictions imposed by the United States or other local governments or organizations. In foreign countries in which we have operations, a risk exists that our associates, contractors or agents could, in contravention of our policies, engage in business practices prohibited by U.S. laws and regulations applicable to us, such as the Foreign Corrupt Practices Act ("FCPA"). We have existing safeguards in place designed to ensure compliance with these laws and regulations.

Nevertheless, we remain subject to the risk that one or more of our associates, contractors or agents, including those based in or from countries where practices that violate such U.S. laws and regulations or the laws and regulations of other countries may be customary, will engage in business practices that are prohibited by our policies and, by doing so, violate such laws and regulations. Any such violations, even if prohibited by our internal policies, could adversely affect our business, operating results, financial condition and reputation and result in severe criminal or civil sanctions. In addition, we are also subject to compliance with local government regulations.

We are also subject to the Export Administration Regulations ("EAR"), which regulates the export, re-export and re-transfer abroad of covered items made or originating in the United States as well as the transfer of covered U.S.-origin technology abroad. We have adopted a compliance program to make sure our goods and technologies are exported in compliance with the requirements of the EAR. However, there can be no assurance that we have not violated the EAR in past transactions or that our new policies and procedures will prevent us from violating the EAR in every transaction in which we engage. Any such violations of the EAR could result in fines, penalties or other sanctions being imposed on us, which could negatively affect our business, operating results and financial condition.

Moreover, some financial institutions refuse, even in the absence of a regulatory requirement, to provide services to companies operating in certain countries or engaging in certain practices because of concerns that the compliance efforts perceived to be necessary may outweigh the usefulness of the service relationship. Our operations outside the United States make it more likely that financial institutions may refuse to conduct business with us for this type of reason. Any such refusal could negatively affect our business, operating results and financial condition.

We and our subsidiaries conduct business with financial institutions and/or card payment networks operating in countries whose nationals, including some of our customers' customers, engage in transactions in countries that are the targets of U.S. economic sanctions and embargoes. If we are found to have failed to comply with applicable U.S. sanctions laws and regulations in these instances, we and our subsidiaries could be exposed to fines, sanctions and other penalties or other governmental investigations.

We and our subsidiaries conduct business with financial institutions and/or card payment networks operating in countries whose nationals, including some of our customers' customers, engage in transactions in countries that are the target of U.S. economic sanctions and embargoes, including Cuba. As a U.S.-based entity, we and our subsidiaries are obligated to comply with the economic sanctions regulations administered by OFAC. These regulations prohibit U.S.-based entities from entering into or facilitating unlicensed transactions with, for the benefit of, or in some cases involving the property and property interests of, persons, governments, or countries designated by the U.S. government under one or more sanctions regimes. Failure to comply with these sanctions and embargoes may result in material fines, sanctions or other penalties being imposed on us or other governmental investigations. In addition, various state and municipal governments, universities and other investors maintain prohibitions or restrictions on investments in companies that do business involving sanctioned countries or entities.

For these reasons, we have established risk-based policies and procedures designed to assist us and our personnel in complying with applicable U.S. laws and regulations and have in the past voluntarily submitted disclosures to OFAC in compliance with those policies and procedures when we have identified a potential violation. Our policies and procedures include the use of software to screen transactions we process for evidence of sanctioned-country and persons involvement. Consistent with a risk-based approach and the difficulties of identifying all transactions of our customers' customers that may involve a sanctioned country, there can be no assurance that our policies and procedures will prevent us from violating applicable U.S. laws and regulations in every transaction in which we engage, and such violations could adversely affect our reputation, business, financial condition and results of operations.

Because we process transactions on behalf of the aforementioned financial institutions through the aforementioned payment networks, we have processed a limited number of transactions potentially involving sanctioned countries and there can be no assurances that, in the future, we will not inadvertently process such transactions. Due to a variety of factors, including technical failures and limitations of our transaction screening process, conflicts between U.S. and local laws, political or other concerns in certain countries in which we and our subsidiaries operate, and/or failures in our ability effectively to control employees operating in certain non-U.S. subsidiaries, we have not rejected every transaction originating from or otherwise involving sanctioned countries, or persons and there can be no assurances that, in the future, we will not inadvertently fail to reject such transactions.

Our expansion and selective acquisition strategy exposes us to risks, including the risk that we may not be able to successfully integrate acquired businesses.

As part of our growth strategy, we evaluate opportunities for acquiring complementary businesses that may supplement our internal growth. However, there can be no assurance that we will be able to identify and purchase suitable operations. To the extent that we are deemed to be controlled by Popular for purposes of the BHC Act, we may conduct only activities authorized under the BHC Act and the Federal Reserve Board's Regulation K and other related regulations for a bank holding company or a financial holding company. These restrictions may limit our ability to acquire other businesses or enter into other strategic transactions. In addition, in connection with any acquisitions, we must comply with U.S. federal and other antitrust and/or competition law requirements.

Further, the success of any acquisition depends in part on our ability to integrate the acquired company, which may involve unforeseen difficulties and may require a disproportionate amount of our management's attention and our financial and other resources. Although we conduct due diligence investigations prior to each acquisition, there can be no assurance that we will discover all operational deficiencies or material liabilities of an acquired business for which we may be responsible as a successor owner or operator. The failure to successfully integrate these acquired businesses or to discover such liabilities could adversely affect our operating results.

Failure to protect our intellectual property rights and defend ourselves from potential intellectual property infringement claims may diminish our competitive advantages or restrict us from delivering our services.

Our trademarks, proprietary software, and other intellectual property, including technology/software licenses, are important to our future success. Limitations or restrictions on our ability to use such marks or a diminution in the perceived quality associated therewith could have an adverse impact on the growth of our businesses. We also rely on proprietary software and technology, including third party software that is used under licenses. It is possible that others will independently develop the same or similar software or technology, which would permit them to compete with us more efficiently. Furthermore, if any of the third party software or technology licenses are terminated or otherwise determined to be unenforceable, then we would have to obtain a comparable license, which may involve increased license fees and other costs.

Despite our efforts to protect our proprietary or confidential business know-how and other intellectual property rights, unauthorized parties may attempt to copy or misappropriate certain aspects of our services, infringe upon our rights, or to obtain and use information that we regard as proprietary. Policing such unauthorized use of our proprietary rights is often very difficult, and therefore, we are unable to guarantee that the steps we have taken will prevent misappropriation of our proprietary software/technology or that the agreements entered into for that purpose will be effective or enforceable in all instances. Misappropriation of our intellectual property or potential litigation concerning such matters could have a material adverse effect on our results of operations or financial condition. Our registrations and/or applications for trademarks, copyrights, and patents could be challenged, invalidated or circumvented by others and may not be of sufficient scope or strength to provide us with maximum protection or meaningful advantage. Managing any such challenges, even if they lack merit, could: (i) be expensive and time-consuming to defend; (ii) cause us to cease making, licensing or using software or applications that incorporate the challenged intellectual property; (iii) require us to redesign our software or applications, if feasible; (iv) divert management's attention and resources; and (v) require us to enter into royalty or licensing agreements in order to obtain the right to use necessary technologies. Furthermore, the laws of certain foreign countries in which we do business or contemplate doing business in the future may not protect intellectual property rights to the same extent as do the laws of the United States or Puerto Rico. Adverse determinations in judicial or administrative proceedings related to intellectual property or licenses could prevent us from selling our services and products, or prevent us from preventing others from selling competing services, impose liability costs on us, or result in a non-favorable settlement, all of which could result in a material adverse effect on our business, financial condition and results of operations.

The ability to recruit, retain and develop qualified personnel is critical to our success and growth.

All of our businesses function at the intersection of rapidly changing technological, social, economic and regulatory developments that require a wide ranging set of expertise and intellectual capital. For us to successfully compete and grow, we must retain, recruit and develop the necessary personnel who can provide the needed expertise across the entire spectrum of our intellectual capital needs. In addition, we must develop our personnel to provide succession plans capable of maintaining continuity in the midst of the inevitable unpredictability of human capital. However, the market for qualified personnel is competitive and we may not succeed in recruiting additional personnel or may fail to effectively replace current personnel who depart with qualified or effective successors. Recruiting and retaining qualified personnel in Puerto Rico is particularly challenging, given the poor state of the Puerto Rican economy and the increased emigration of Puerto Ricans following Hurricanes Irma and Maria. Our effort to retain and develop personnel may also result in significant additional expenses, which could adversely affect our profitability. We cannot assure you that key personnel, including executive officers, will continue to be employed or that we will be able to attract and retain qualified personnel in the future. Failure to retain or attract key personnel could have a material adverse effect on us.

Failure to comply with U.S. state and federal antitrust requirements, or the Puerto Rico Anti-Monopoly Act, and government investigations into our compliance, could adversely affect our business.

Due to our ownership of the ATH network and our merchant acquiring and payment services business in Puerto Rico, we are involved in a significant percentage of the debit and credit card transactions conducted in Puerto Rico each day. We have in the past been subject to regulatory investigations and any future regulatory scrutiny of, or regulatory enforcement action in connection with, compliance with U.S. state and federal antitrust requirements could potentially have a material adverse effect on our reputation and business.

Our subsidiary, EVERTEC Group, benefits from a preferential tax exemption grant from the Puerto Rico Government under the Tax Incentive Act No. 73 of 2008 that imposes certain commitments, conditions and representations on EVERTEC Group. If EVERTEC Group does not comply with the terms of the grant, EVERTEC Group may be subject to reduction of the benefits of the grant, tax penalties, other payment obligations or full revocation of the grant, which could have a material adverse effect on our financial condition, results of operations and our stock price.

EVERTEC Group has a tax exemption grant under the Tax Incentive Act No. 73 of 2008 from the Government of Puerto Rico. Under this grant, EVERTEC Group will benefit from a preferential income tax rate of 4% on industrial development income, as well as from tax exemptions with respect to its municipal and property tax obligations for certain activities derived from its data processing operations in Puerto Rico. The grant has a term of 15 years effective as of January 1, 2012 with respect to income tax obligations and July 1, 2013 and January 1, 2013 with respect to municipal and property tax obligations, respectively.

The grant contains customary commitments, conditions and representations that EVERTEC Group is required to comply with in order to maintain the grant. The more significant commitments include: (i) maintaining at least 750 employees in EVERTEC Group's Puerto Rico data processing operations during 2012 and at least 700 employees for the remaining years of the grant, (ii) investing at least $200.0 million in building, machinery, equipment or computer programs to be used in Puerto Rico during the effective term of the grant (to be made over four year capital investment cycles in $50.0 million increments), (iii) an additional best efforts capital investments requirement of $75.0 million by December 31, 2026 (to be made over four year capital investment cycles in $20.0 million the first three increments and $15.0 million the last increment); and (iv) 80% of EVERTEC Group employees must be residents of Puerto Rico. Failure to meet the requirements could result, among other things, in reductions in the benefits of the grant, tax penalties, other payment obligations or revocation of the grant in its entirety, which could have a material adverse effect on our financial condition and results of operations.

Risks Related to Our Structure, Governance and Stock Exchange Listing

We are a holding company and rely on dividends and other payments, advances and transfers of funds from our subsidiaries to meet our obligations and pay any dividends.

We have no direct operations or significant assets other than the ownership of 100% of the membership interest of Holdings, which in turn has no significant assets other than ownership of 100% of the membership interest of EVERTEC Group. Because we conduct our operations through our subsidiaries, we depend on those entities for dividends and other payments to generate the funds necessary to meet our financial obligations, and to pay any dividends with respect to our common stock. Legal and contractual restrictions in our existing senior secured credit facilities and other agreements which may govern future indebtedness of our subsidiaries, as well as the financial condition and operating requirements of our subsidiaries, may limit our ability to obtain cash from our subsidiaries. We are prohibited from paying any cash dividend on our common stock unless we satisfy certain conditions. The senior secured credit facilities also include limitations on the ability of our subsidiaries to pay dividends to us. The earnings from, or other available assets of, our subsidiaries may not be sufficient to pay dividends or make distributions or loans or enable us to pay any dividends on our common stock or other obligations.

As a publicly traded company, we are exposed to risks relating to evaluations of controls required by Section 404 of the Sarbanes-Oxley Act.

Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley Act"), the Dodd-Frank Act, and related regulations implemented by the SEC, have substantially increased legal and financial compliance costs. We expect that our ongoing compliance with applicable laws and regulations,

including the Exchange Act, the Dodd-Frank Act, and the Sarbanes-Oxley Act, will involve significant and potentially increasing costs. In particular, we must annually evaluate our internal controls systems to allow management to report on our internal controls. We must perform the system and process evaluation and testing (and any necessary remediation) required to comply with the management certification and, when applicable, auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act. We intend to invest resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If we are not able to continue to satisfy the requirements of the Exchange Act, the Dodd-Frank Act, and the Sarbanes-Oxley Act, we may default on our credit facility and be subject to sanctions or investigation by regulatory authorities, including the SEC. Any action of this type could adversely affect our financial condition, results of operations, and investors' confidence in our company, and could cause our stock price to decline.

The price of our common stock may fluctuate significantly and you could lose all or part of your investment.

Volatility in the market price of our common stock may prevent you from being able to sell your common stock at or above the price you paid for your common stock. The market price for our common stock could fluctuate significantly for various reasons, including:

- our operating and financial performance and prospects;
- changes in earnings estimates or recommendations by securities analysts who track our common stock or industry;
- market perception of our success, or lack thereof, in pursuing our growth strategy;
- market perception of the challenges of operating a company in Puerto Rico; and
- sales of common stock by us, our stockholders, Popular or members of our management team.

In addition, the stock market has experienced significant price and volume fluctuations historically and particularly in late 2018 and early 2019. This volatility has had a significant impact on the market price of securities issued by many companies, including companies in our industries. The changes frequently appear to occur without regard to the operating performance of the affected companies. Hence, the price of our common stock could fluctuate based upon factors that have little or nothing to do with us, and these fluctuations could materially reduce our share price.

Future sales or the possibility of future sales of a substantial amount of our common stock may depress the price of shares of our common stock.

We may sell additional shares of common stock in subsequent public offerings or otherwise, including financing acquisitions. Our amended and restated certificate of incorporation authorizes us to issue 206,000,000 shares of common stock, of which 72,378,710 are outstanding as of December 31, 2018. All of these shares, other than the 11,654,803 shares held by Popular and the shares held by our officers and directors, are freely transferable without restriction or further registration under the Securities Act.

In addition, we have filed a Form S-8 under the Securities Act covering 12,089,382 shares of our common stock reserved for issuance under our Carib Holdings, Inc. 2010 Equity Incentive Plan (the "2010 Plan"), and our EVERTEC, Inc. 2013 Equity Incentive plan (the "2013 Plan") and certain options and restricted stock granted outside of these plans (which we refer to as the Equity Plans), but subject to the terms and conditions of the 2010 Plan. Accordingly, shares of our common stock registered under such registration statement may become available for sale in the open market upon grants under the Equity Incentive Plans, subject to vesting restrictions and Rule 144 limitations applicable to our affiliates.

We cannot predict the size of future issuances of our common stock or the effect, if any, that future issuances and sales of our common stock will have on the market price of our common stock. Sales of substantial amounts of our common stock (including any shares issued in connection with an acquisition), or the perception that such sales could occur, may adversely affect prevailing market prices for our common stock.

If securities analysts stop publishing research or reports about our company, or if they issue unfavorable commentary about us or our industry or downgrade our common stock, the price of our common stock could decline.

The trading market for our common stock will depend in part on the research and reports that third party securities analysts publish about our company and our industry. One or more analysts could downgrade our common stock or issue other negative commentary about our company or our industry. In addition, we may be unable or slow to attract research coverage. Alternatively, if one or more of these analysts cease coverage of our company, we could lose visibility in the market. As a result of one or more of these factors, the trading price of our common stock could decline.

The interests of Popular may conflict with or differ from your interests as a stockholder.

Popular has the right to nominate two members of our Board and, therefore, may be able to influence our decisions. The interests of Popular could conflict with your interests as a holder of our common stock. For example, the concentration of ownership held by Popular, the terms of the Stockholder Agreement and our organizational documents (including Popular's quorum rights and consent rights over amendments to our bylaws) and Popular's right to terminate certain of its agreements with us in certain situations upon a change of control of EVERTEC Group, could delay, defer or prevent certain significant corporate actions that you as a stockholder may otherwise view favorably, including a change of control of us (whether by merger, takeover or other business combination). See "Certain Relationships and Related Party Transactions" in EVERTEC's proxy statement for a description of the circumstances under which Popular may terminate certain of its agreements with us. A sale of a substantial number of shares of stock in the future by Popular could cause our stock price to decline.

Our organizational documents and Stockholder Agreement may impede or discourage a takeover, which could deprive our investors of the opportunity to receive a premium for their shares.

Provisions of our amended and restated certificate of incorporation, amended and restated bylaws and the Stockholder Agreement may make it more difficult for, or prevent a third party from, acquiring control of us without the approval of our Board and/or Popular. These provisions include:

- a voting agreement pursuant to which Popular agreed to vote its shares in favor of the Popular director nominees (which, constitute the right to appoint two of our nine directors), directors nominated by a committee of our Board in accordance with the Stockholder Agreement and the management director and to remove and replace any such directors in accordance with the terms of the Stockholder Agreement and applicable law and an agreement by us to take all actions within our control necessary and desirable to cause the election, removal and replacement of such directors in accordance with the Stockholder Agreement and applicable law;
- requiring that a quorum for the transaction of business at any meeting of the Board (other than a reconvened meeting with the same agenda as the originally adjourned meeting) consist of (1) a majority of the total number of directors then serving on the Board and (2) at least one director nominated by Popular, for so long as it owns, together with its affiliates, 5% or more of our outstanding common stock;
- prohibiting cumulative voting in the election of directors;
- authorizing the issuance of "blank check" preferred stock without any need for action by stockholders other than Popular (as further described below);
- prohibiting stockholders from acting by written consent unless the action is taken by unanimous written consent;
- establishing advance notice requirements for nominations for election to our Board or for proposing matters that can be acted on by stockholders at stockholder meetings, which advance notice requirements are not applicable to any directors nominated in accordance with the terms of the Stockholder Agreement.

Our issuance of shares of preferred stock could delay or prevent a change in control of us. Our Board has authority to issue shares of preferred stock, subject to the approval of at least one director nominated by Popular for so long as Popular, together with its respective affiliates, owns at least 10% of our outstanding common stock. Our Board may issue preferred stock in one or more series, designate the number of shares constituting any series, and fix the rights, preferences, privileges and restrictions thereof, including dividend rights, voting rights, rights and terms of redemption, redemption price or prices and liquidation preferences of such series. In addition, Popular, under and subject to the Stockholder Agreement and our organizational documents, will retain significant influence over matters requiring board or stockholder approval, including the election of directors. Together, our amended and restated certificate of incorporation, bylaws and Stockholder Agreement could make the removal of management more difficult and may discourage transactions that otherwise could involve payment of a premium over prevailing market prices for our common stock. Furthermore, the existence of the foregoing provisions, as well as the significant common stock owned by Popular and its individual right to nominate a specified number of directors in certain circumstances, could limit the price that investors might be willing to pay in the future for shares of our common stock. They could also deter potential acquirers of us, thereby reducing the likelihood that you could receive a premium for your common stock in an acquisition.

Risks Related to Our Indebtedness

Despite our high indebtedness level, we and our subsidiaries still may be able to incur significant additional amounts of debt, which could further exacerbate the risks associated with our substantial indebtedness.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future, some of which may be secured. Although the agreement setting forth the terms of our senior secured credit facilities contain restrictions on the incurrence of

additional indebtedness, these restrictions are subject to a number of significant qualifications and exceptions, and under certain circumstances, the amount of indebtedness that could be incurred in compliance with these restrictions could be substantial. In addition to the $97.9 million which was available for borrowing under our revolving credit facility as of December 31, 2018, the terms of the senior secured credit facilities enable us to increase the amount available under the term loan and/or revolving credit facilities if we are able to obtain loan commitments from banks and satisfy certain other conditions. If new debt is added to our and our subsidiaries' existing debt levels, the related risks that we face would increase.

If we are unable to comply with covenants in our debt instruments that limit our flexibility in operating our business, or obligate us to take action such as deliver financial reports, we may default under our debt instruments and our indebtedness may become due.

The agreement setting forth the terms of the senior secured credit facilities contain, and any future indebtedness we incur may contain, various covenants that limit our ability to engage in specified types of transactions. These covenants limit our and our restricted subsidiaries' ability to, among other things:

- incur additional indebtedness or issue certain preferred shares;
- pay dividends on, repurchase or make distributions in respect of our capital stock or make other restricted payments;
- make certain investments;
- sell certain assets;
- grant liens;
- consolidate, merge, sell or otherwise dispose of all or substantially all of our assets;
- enter into certain transactions with our affiliates; and
- designate our subsidiaries as unrestricted subsidiaries.

As a result of these covenants, we are limited in the manner in which we conduct our business and we may be unable to engage in favorable business activities or finance future operations or capital needs. In addition, the covenants in the senior secured credit facilities require us to maintain a maximum total secured net leverage ratio and also limit our capital expenditures. A breach of any of these covenants could result in a default under one or more of these agreements, including as a result of cross default provisions and, in the case of our revolving credit facility, permit the lenders to cease making loans to us. Upon the occurrence of an event of default under the senior secured credit facilities, the lenders could elect to declare all amounts outstanding under the senior secured credit facilities to be immediately due and payable and terminate all commitments to extend further credit. Such actions by those lenders could cause cross defaults under our other indebtedness. If we were unable to repay those amounts, the lenders under our senior secured credit facilities could proceed against the collateral granted to them to secure that indebtedness. We have pledged a significant portion of our assets as collateral under the senior secured credit facilities. If the lenders under the senior secured credit facilities accelerate the repayment of borrowings, the proceeds from the sale or foreclosure upon such assets will first be used to repay debt under our senior secured credit facilities and we may not have sufficient assets to repay our unsecured indebtedness thereafter. As a result, our common stock could become worthless.

We may not be able to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We may not be able to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, or to sell assets, seek additional capital or restructure or refinance our indebtedness. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. The terms of existing or future debt instruments may restrict us from adopting some of these alternatives. In addition, any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations.

The risks referenced above are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or results of operations.

Discontinuation, reform or replacement of LIBOR and other benchmark rates, or uncertainty related to the potential for any of the foregoing, may adversely affect our business.

The U.K. Financial Conduct Authority announced in 2017 that it intends to phase out LIBOR by the end of 2021. In addition, other regulators have suggested reforming or replacing other benchmark rates. The discontinuation, reform or replacement of LIBOR or any other benchmark rates may have an unpredictable impact on contractual mechanics in the credit markets or cause disruption to the broader financial markets. Uncertainty as to the nature of such potential discontinuation, reform or replacement may negatively impact the volatility of LIBOR rates, liquidity, our access to funding required to operate our business, our ability to hedge our interest rate risk, or the trading market for our existing senior secured credit facilities.
At December 31, 2018, we had $545.0 million of borrowings under our senior secured credit facilities that bore interest at LIBOR plus an applicable margin. Together with the administrative agent for those facilities, we may replace LIBOR with a comparable or successor rate in a manner that gives due consideration to any evolving or then existing convention for similar U.S. dollar denominated syndicated credit facilities. The replacement of LIBOR with a comparable or successor rate could cause the amount of interest payable on our senior secured credit facilities to be materially different than expected. We may choose in the future to pursue amendments to our senior secured credit facilities to provide for a comparable or successor rate, but we can give no assurance that we will be able to reach agreement with our lenders on any such amendments.

At December 31, 2018, we also had two interest rate swap agreements which are designed to protect us from changes in interest rates. If LIBOR becomes unavailable and market quotations for specified inter-bank lending are not available, it is unclear how payments under such agreements would be calculated, which could cause these agreements to no longer offer us the protection we expect. Relevant industry groups are seeking to create a standard protocol addressing the expected discontinuation of LIBOR, to which parties to then-existing swaps will be able to adhere. There can be no assurance that such a protocol will be developed or that our swap counterparties will adhere to it. It is uncertain whether amending our then-existing swap agreements may provide us with effective protection from changes in the then-applicable interest rate on our senior secured credit facility indebtedness or other indebtedness. Similarly, while industry groups have announced that they anticipate amending standard documentation to facilitate a market in swaps on one or more successor rates to LIBOR, it is uncertain whether and to what extent a market for interest rate swaps on the successor rate selected for our senior secured credit facility indebtedness or other indebtedness will develop, which may affect our ability to effectively hedge our interest rate exposure.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our principal operations are conducted in Puerto Rico. Our principal executive offices are leased and located at Cupey Center Building, Road 176, Kilometer 1.3, San Juan, Puerto Rico 00926.

We own one property in Costa Rica, in the province of San Jose, which is used by our Costa Rican subsidiary for its payment services business. We also lease space in 12 other locations across Latin America and the Caribbean, including various data centers and office facilities to meet our sales and operating needs. We believe that our properties are in good operating condition and adequately serve our current business operations. We also anticipate that suitable additional or alternative space, including those under lease options, will be available at commercially reasonable terms for future expansion.

Item 3. Legal Proceedings

We are defendants in various lawsuits or arbitration proceedings arising in the ordinary course of business. Management believes, based on the opinion of legal counsel and other factors, that the aggregated liabilities, if any, arising from such actions will not have a material adverse effect on the financial condition, results of operations and the cash flows of the Company.

Item 4. Mine Safety Disclosures

Not applicable.

Part II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our common stock trades on the NYSE under the symbol "EVTC".

Dividends

On July 26, 2018, the Company's Board of Directors ("Board") voted to reinstate a quarterly dividend on the Company's common stock, which had been suspended since November of 2017. Any declaration and payment of future dividends to holders of our common stock will be at the discretion of our Board and will depend on many factors, including our financial condition, earnings, available cash, business opportunities, legal requirements, restrictions in our debt agreements and other contracts, capital requirements, level of indebtedness and other factors that our Board deems relevant. The covenants of our senior secured credit facilities may limit our ability to pay dividends on our common stock and limit the ability of our subsidiaries to pay dividends to us if we do not meet required performance metrics contained in our debt agreements. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Financial Obligations."

We are a holding company and have no direct operations. We will only be able to pay dividends from our available cash on hand and funds received from our subsidiaries, Holdings and EVERTEC Group, whose ability to make any payments to us will depend upon many factors, including their operating results and cash flows. In addition, the senior secured credit facilities limit EVERTEC Group's ability to pay distributions on its equity interests. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Financial Obligations."

Issuer Purchases of Equity Securities

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of a publicly announced program (1)	Approximate dollar value of shares that may yet be purchased under the program
11/1/2018-11/30/2018	89,439	$ 26.833	89,439	
12/1/2018-12/31/2018	277,964	27.341	277,964	
Total	367,403	$ 27.217	367,403	$ 62,345,700

(1) On February 17, 2016, the Company announced that its Board approved an increase and extension to the current stock repurchase program, authorizing the purchase of up to $120 million of the Company's common stock and extended the expiration to December 31, 2017. On November 2, 2017, the Company's Board approved an extension to the expiration date of the current stock repurchase program to December 31, 2020.

Securities Authorized for Issuance under Equity Compensation Plans

On September 30, 2010, the board of directors of Holdings adopted the 2010 Plan. Holdings reserved 5,843,208 shares of its Class B Non-Voting Common Stock for issuance upon exercise and grants of stock options, restricted stock and other equity awards under the Plan. On April 17, 2012, in connection with the Reorganization, the Company assumed the 2010 Plan and all of the outstanding equity awards issued thereunder or subject thereto. As a result, each of the then outstanding stock options to purchase shares of Holdings' Class B Non-Voting Common Stock became a stock option to purchase the same number and class of shares of the Company's Class B Non-Voting Common Stock, in each case on the same terms (including exercise price) as the original stock option. In connection with our initial public offering in April 2013, all of the outstanding shares of the Company's Class B Non-Voting Common Stock and stock options to purchase shares of the Company's Class B Non-Voting Common Stock were converted into and deemed exercisable for, respectively, shares of our common stock on a one-to-one basis. Similarly, each of the then outstanding shares of restricted stock of Holdings was converted into the same number of shares of restricted stock of the Company.

In connection with our initial public offering, we adopted the 2013 Plan and reserved 5,956,882 shares of our Common Stock for issuance upon exercise and grants of stock options, restricted stock and other equity awards. We have filed a Form S-8 under the Securities Act covering 12,089,382 shares of our common stock reserved for issuance under the Equity Plans and certain options and restricted stock granted outside of the Equity Plans but subject to the terms and conditions of the 2010 Plan.

The following table summarizes equity compensation plans approved by security holders and equity compensation plans that were not approved by security holders as of December 31, 2018:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (A)	Weighted-average exercise price of outstanding options, warrants and rights (B)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (A)) (C)
Equity compensation plans approved by security holders [1]	2,036,163	$0.00	5,904,356
Equity compensation plans not approved by security holders	N/A	N/A	N/A

(1) The Company's equity plans were approved by the two sole stockholder's prior to the Company's initial public offering, Apollo and Popular.

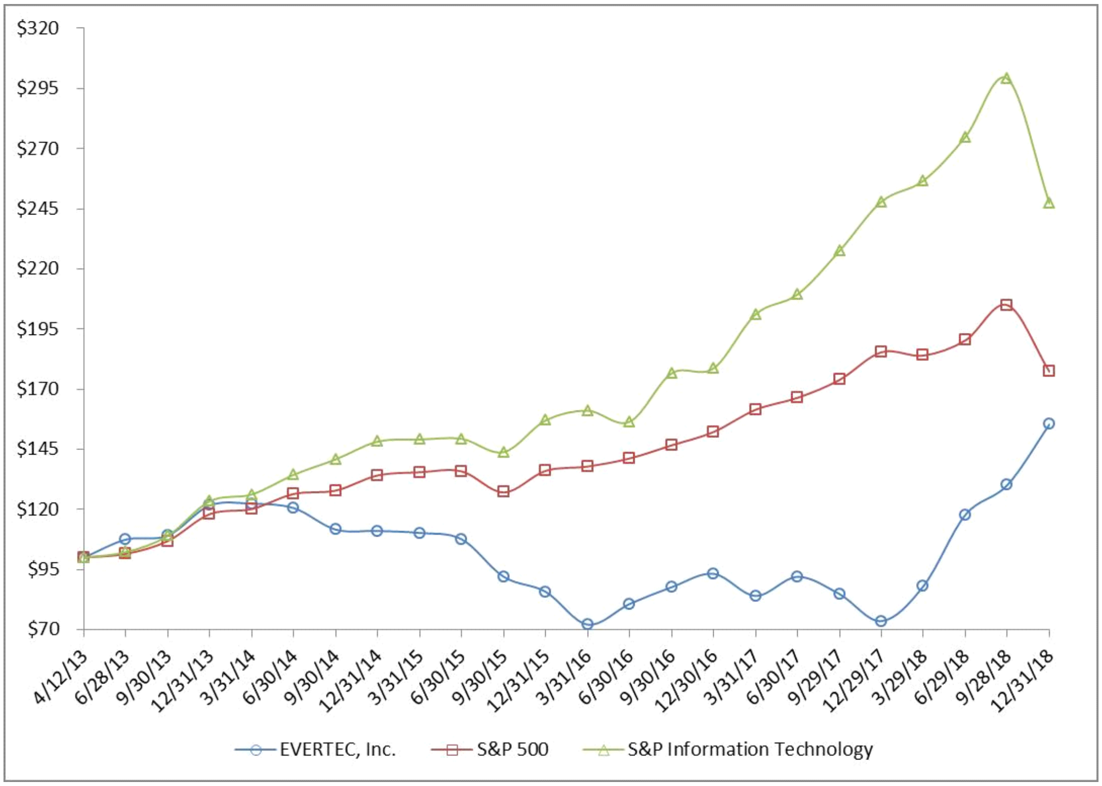
Stock Performance Graph

The following Performance Graph shall not be deemed incorporated by reference and shall not constitute soliciting material or otherwise considered filed under the Securities Act of 1933 or the Exchange Act.

The following graph shows a comparison from April 12, 2013 (the date our common stock commenced trading on the NYSE) through December 31, 2018 of the cumulative total return for our common stock, the S&P 500 Index and the S&P Technology Index. The graph assumes that $100 was invested on April 12, 2013 in our common stock and each index and that all dividends were reinvested.

Note that historical stock price performance is not necessarily indicative of future stock price performance.

Comparison of sixty-nine months cumulative total return of EVERTEC Inc.



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12/29/17
3/29/18
6/29/18
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12/31/18
EVERTEC, Inc.
S&P 500
S&P Information Technology

Item 6. Selected Financial Data

The following table sets forth our selected historical consolidated financial data as of the dates and for the periods indicated. The selected consolidated financial data as of and for the years ended December 31, 2018, 2017, 2016, 2015 and 2014 have been derived from the audited consolidated financial statements of EVERTEC, included in our Annual Reports on Form 10-K.

The results of operations for any period are not necessarily indicative of the results to be expected for any future period. The selected historical consolidated financial data set forth below should be read in conjunction with, and are qualified by reference to, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and related notes thereto appearing elsewhere in this Annual Report on Form 10-K.

	Year ended December 31,				
(Dollar amounts in thousands, except per share data)	2018	2017	2016	2015	2014
Statements of Income Data:					
Revenues	$ 453,869	$ 407,144	$ 389,507	$ 373,528	$ 361,788
Operating costs and expenses					
Cost of revenues, exclusive of depreciation and amortization shown below	196,957	200,650	175,809	167,916	157,537
Selling, general and administrative expenses	68,717	56,161	46,986	37,278	41,276
Depreciation and amortization	63,067	64,250	59,567	64,974	65,988
Total operating costs and expenses	328,741	321,061	282,362	270,168	264,801
Income from operations	125,128	86,083	107,145	103,360	96,987
Interest income	787	716	377	495	328
Interest expense	(30,044)	(29,861)	(24,617)	(24,266)	(25,772)
Earnings (losses) of equity method investment	692	604	(52)	147	1,140
Other income, net	2,602	2,657	544	2,306	2,375
Income before income taxes	99,165	60,199	83,397	82,042	75,058
Income tax expense (benefit)	12,596	4,780	8,271	(3,335)	8,901
Net income	86,569	55,419	75,126	85,377	66,157
Less: Net income attributable to non-controlling interest	299	365	90	—	—
Net income attributable to EVERTEC, Inc.'s common stockholders	$ 86,270	$ 55,054	$ 75,036	$ 85,377	$ 66,157
Net income per common share—basic	$ 1.19	$ 0.76	$ 1.01	$ 1.11	$ 0.84
Net income per common share—diluted	$ 1.16	$ 0.76	$ 1.01	$ 1.11	$ 0.84
Cash dividends declared per common share	$ 0.10	$ 0.30	$ 0.40	$ 0.40	$ 0.40

	December 31,				
	2018	2017	2016	2015	2014
Balance Sheet Data:					
Cash and cash equivalents	$69,973	$50,423	$51,920	$28,747	$32,114
Total assets	927,292	902,788	885,662	863,654	885,321
Total long-term liabilities	574,981	607,596	648,324	662,939	691,085
Total debt	538,606	616,740	650,759	662,699	681,240

Total equity	215,606	147,976	108,175	98,214	94,840

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

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") covers: (i) the results of operations for the years ended December 31, 2018, 2017 and 2016 and (ii) the financial condition as of December 31, 2018 and 2017. See Note 1 of the Notes to Audited Consolidated Financial Statements for additional information about the Company and the basis of presentation of our financial statements. You should read the following discussion and analysis in conjunction with the financial statements and related notes appearing elsewhere herein. This MD&A contains forward-looking statements that involve risks and uncertainties. Our actual results may differ from those indicated in the forward-looking statements. See "Forward-Looking Statements" for a discussion of the risks, uncertainties and assumptions associated with these statements.

Overview

EVERTEC is a leading full-service transaction processing business in Latin America and the Caribbean, providing a broad range of merchant acquiring, payment services and business process management services. According to the August 2018 Nilson Report, we are one of the largest merchant acquirers in Latin America based on total number of transactions and we believe we are the largest merchant acquirer in the Caribbean and Central America. We serve 26 countries in the region from our base in Puerto Rico. We manage a system of electronic payment networks that process more than two billion transactions annually, and offer a comprehensive suite of services for core bank processing, cash processing and technology outsourcing. In addition, we own and operate the ATH network, one of the leading personal identification number ("PIN") debit networks in Latin America. We serve a diversified customer base of leading financial institutions, merchants, corporations and government agencies with "mission-critical" technology solutions that enable them to issue, process and accept transactions securely. We believe our business is well-positioned to continue to expand across the fast-growing Latin American region.

We are differentiated, in part, by our diversified business model, which enables us to provide our varied customer base with a broad range of transaction-processing services from a single source across numerous channels and geographic markets. We believe this capability provides several competitive advantages that will enable us to continue to penetrate our existing customer base with complementary new services, win new customers, develop new sales channels and enter new markets. We believe these competitive advantages include:

- Our ability to provide competitve products;
- Our ability to provide in one package a range of services that traditionally had to be sourced from different vendors;
- Our ability to serve customers with disparate operations in several geographies with technology solutions that enable them to manage their business as one enterprise; and
- Our ability to capture and analyze data across the transaction processing value chain and use that data to provide value-added services that are differentiated from those offered by pure-play vendors that serve only one portion of the transaction processing value chain (such as only merchant acquiring or payment services).

Our broad suite of services spans the entire transaction processing value chain and includes a range of front-end customer-facing solutions such as the electronic capture and authorization of transactions at the point-of-sale, as well as back-end support services such as the clearing and settlement of transactions and account reconciliation for card issuers. These include: (i) merchant acquiring services, which enable point of sales ("POS") and e-commerce merchants to accept and process electronic methods of payment such as debit, credit, prepaid and electronic benefit transfer ("EBT") cards; (ii) payment processing services, which enable financial institutions and other issuers to manage, support and facilitate the processing for credit, debit, prepaid, automated teller machines ("ATM") and EBT card programs; and (iii) business process management solutions, which provide "mission-critical" technology solutions such as core bank processing, as well as IT outsourcing and cash management services to financial institutions, corporations and governments. We provide these services through scalable, end-to-end technology platforms that we manage and operate in-house and that generates significant operating efficiencies that enable us to maximize profitability.

We sell and distribute our services primarily through a proprietary direct sales force with established customer relationships. We continue to pursue joint ventures and merchant acquiring alliances.

We benefit from an attractive business model, the hallmarks of which are recurring revenue, scalability, significant operating margins and moderate capital expenditure requirements. Our revenue is predominantly recurring in nature because of the mission-critical and embedded nature of the services we provide. In addition, we generally negotiate multi-year contracts with our customers. We believe our business model should enable us to continue to grow our business organically in the primary markets we serve without significant incremental capital expenditures.

Separation from and Key Relationship with Popular

Prior to the Merger on September 30, 2010, EVERTEC Group was 100% owned by Popular, the largest financial institution in the Caribbean, and operated substantially as an independent entity within Popular. After the consummation of the Merger, Popular retained an approximately 49% indirect ownership interest in EVERTEC Group and is our largest customer. In connection with, and upon consummation of, the Merger, EVERTEC Group entered into a 15-year Master Services Agreement, and several related agreements with Popular. Under the terms of the Master Services Agreement, Popular agreed to continue to use EVERTEC services on an ongoing exclusive basis, for the duration of the agreement, on commercial terms consistent with those of our historical relationship. Additionally, Popular granted us a right of first refusal on the development of certain new financial technology products and services for the duration of the Master Services Agreement. As of December 31, 2018, Popular retained a 16.1% interest in EVERTEC.

Our MSA with Popular has an initial term that ends in 2025. For 2018, we derived approximately 41% of our revenue from such contract, which makes the MSA our most significant client contract. We anticipate that we will enter into a negotiation with Popular prior to the expiration of the initial term of the MSA. We cannot be certain that we will be able to negotiate an extension to the MSA. In addition, even if we are able to negotiate an extension of the MSA, any new master services agreement may be materially different from the existing MSA. Further, the anticipated negotiation of the MSA extension may result in Popular obtaining significant concessions from us with respect to pricing and other key terms, both in respect of the current term and any extension of the MSA, particularly as we approach 2025. See “Item 1A. Risk Factors—Risks Related to Our Business—We expect to continue to derive a significant portion of our revenue from Popular."

2018 Developments

On July 26, 2018, the Company’s Board of Directors ("Board") voted to reinstate a quarterly dividend on the Company's common stock, which had been suspended since November of 2017, and declared a regular quarterly cash dividend of $0.05 per share on the Company’s outstanding shares of common stock. The Board also declared a dividend on October 25, 2018. The Board anticipates declaring this dividend in future quarters on a regular basis; however future declarations of dividends are subject to the Board’s approval and may be adjusted as business needs or market conditions change.

On November 27, 2018, EVERTEC and EVERTEC Group, entered into a credit agreement setting forth the terms of the senior secured credit facilities, consisting of a $220.0 million term loan A facility that matures on November 27, 2023, a $325.0 million term loan B facility that matures on November 27, 2024 and a $125.0 million revolving credit facility that matures on November 27, 2023, with a syndicate of lenders and Bank of America, N.A., as administrative agent, collateral agent, swingline lender and line of credit issuer. The net proceeds received from this transaction, together with other cash available to EVERTEC Group, were used, among other things, to refinance EVERTEC Group’s previous senior secured credit facilities, which consisted of a $191.4 million term A loan facility and a $379.0 million term B loan facility.

Factors and Trends Affecting the Results of Our Operations

The ongoing migration from cash and paper methods of payment to electronic payments continues to benefit the transaction- processing industry globally. We believe that the penetration of electronic payments in the markets in which we operate is significantly lower relative to the U.S. market, and that this ongoing shift will continue to generate growth opportunities for our business. For example, currently the adoption of banking products, including electronic payments, in the Latin American and Caribbean region is lower relative to the mature U.S. and European markets. We believe that the unbanked and underbanked population in our markets will continue to shrink, and therefore drive incremental penetration and growth of electronic payments in Puerto Rico and other Latin American regions. We also benefit from the trend for financial institutions and government agencies to outsource technology systems and processes. Many medium- and small-size institutions in the Latin American markets in which we operate have outdated computer systems and updating these IT legacy systems is financially and logistically challenging, which presents a business opportunity for us.

Finally, our financial condition and results of operations are, in part, dependent on the economic and general conditions of the geographies in which we operate.

On June 30, 2016, the U.S. President signed into law PROMESA. PROMESA establishes a fiscal oversight and the Oversight Board comprised of seven voting members appointed by the President. The Oversight Board has broad budgetary and financial powers over Puerto Rico’s budget, laws, financial plans and regulations, including the power to approve restructuring agreements with creditors, file petitions for restructuring and reform the electronic system for the tax collection. The Oversight Board has ultimate authority in preparing the Puerto Rico government’s budget and any issuance of future debt by the government and its instrumentalities. In addition, PROMESA imposes an automatic stay on all litigation against Puerto Rico

and its instrumentalities, as well as any other judicial or administrative actions or proceedings to enforce or collect claims against the Puerto Rico government. On May 1, 2017, the automatic stay expired. Promptly after the expiration of the stay, creditors of the Puerto Rico government filed various lawsuits involving defaults on more than $70 billion of bonds issued by Puerto Rico, having failed to reach a negotiated settlement on such defaults with the Puerto Rico government during the period of the automatic stay. On May 3, 2017, the Oversight Board filed a voluntary petition of relief on behalf of the Commonwealth pursuant to Title III of PROMESA for the restructuring of the Commonwealth's debt. Subsequently, the Oversight Board filed voluntary petitions of relief pursuant to Title III of PROMESA on behalf certain public corporations and instrumentalities. Title III is an in-court debt restructuring proceeding similar to protections afforded debtors under Chapter 11 of the United States Code (the "Bankruptcy Code"); the Bankruptcy Code is not available to the Commonwealth or its instrumentalities.

As the solution to the Puerto Rican government's debt crisis remains unclear, we continue to carefully monitor our receivables with the government as well as monitor general economic trends to understand the impact the crisis has on the economy of Puerto Rico and our card payment volumes. To date our receivables with the Puerto Rican government and overall payment transaction volumes have not been significantly affected by the debt crisis; however; we remain cautious.

In the aftermath of the 2017 hurricanes, economic activity and consumer spending in Puerto Rico and the Virgin Islands has been erratic. For the year ended December 31, 2018, we experienced elevated sales volumes as consumers and businesses spent on hurricane recovery and rebuilding activities. This spending increased our merchant acquiring revenues and we believe our elevated sales volume was in large part driven by a stimulus of relief funding and private insurance proceeds received by consumers and businesses. We believe that this pattern will likely continue through 2019 as incremental insurance and relief funds are projected to be received by consumers and businesses.

In addition to the macroeconomic trends described above, management currently estimates that we will continue to experience a revenue attrition in Latin America of approximately $3 million to $5 million for previously disclosed migrations anticipated in 2019. Clients' decision to migrate, which were made prior to 2015, were driven by a variety of historical factors, including primarily a desire to enhance customer service experience. Management believes that these customer decisions are unlikely to change; however, the timing of the migration is subject to change based on each customer's conversion schedule.

Critical Accounting Estimates

Our consolidated financial statements are prepared in accordance with GAAP. In connection with the preparation of our financial statements, we are required to make estimates and assumptions about future events, and apply judgments that affect the reported amounts of certain assets and liabilities, and in some instances, the reported amounts of revenues and expenses during the period.

We base our assumptions, estimates, and judgments on historical experience, current events and other factors that management believes to be relevant at the time our consolidated financial statements are prepared. However, because future events are inherently uncertain and their effects cannot be determined with certainty, actual results could differ from our assumptions and estimates, and such differences could be material. A summary of significant accounting policies is included in Note 1 of the Notes to Audited Consolidated Financial Statements appearing elsewhere in this Annual Report on Form 10-K. We believe that the following accounting estimates are the most critical; require the most difficult, subjective or complex judgments; and thus result in estimates that are inherently uncertain.

Revenue recognition

The Company's revenue recognition policy follows the guidance from Accounting Standards Codification ("ASC') 606, *Revenue from Contracts with Customers*, which provide guidance on the recognition, presentation, and disclosure of revenue from contracts with customers in consolidated financial statements.

The Company recognizes revenue when (or as) control of goods or services are transferred to a customer. The transfer of control occurs when the customer can direct the use of and receive substantially all the benefits from the transferred good or service. Therefore, revenue is recognized over time (typically for services) or at a point in time (typically for goods).

The assessment of revenue recognition is performed by the Company based on the five-step model established in Topic 606, as follows: Step 1: Identify the contract with customer; Step 2: Identify the performance obligations in the contract; Step 3: Determine the transaction price; Step 4: Allocate the transaction price to the performance obligations in the contract; and Step 5: Recognize revenue when or as the entity satisfies a performance obligation.

At contract inception, the Company evaluates whether the contract (i) is legally enforceable; (ii) approved by both parties; (iii) properly defines rights and obligations of the parties, including payment terms; (iv) has commercial substance; and (v) collection of substantially all consideration entitled is probable, before proceeding with the assessment of revenue recognition. If any of these requirements is not met, the contract does not exist for purposes of the model and any consideration received is recorded as a liability. A reassessment may be performed in a later date upon change in facts and circumstances. The Company also evaluates within this step if contracts issued within a period of 6 months with the same customer should be accounted for as a single contract. The Company’s contracts with customers may be modified through amendments, change requests and waivers. Upon receipt, modifications of contracts with customers are evaluated to determine if must be accounted for: (i) as a separate contract, (ii) a cumulative catch-up, or (iii) as a termination and creation of a new contract. Contract modifications must also comply with the requirements to determine if a contract with a customer exists for accounting purposes.

To identify performance obligations within contracts with customers, the Company first identifies all the promises in the contract (i.e., explicit and implicit). This includes the customer’s options to acquire additional goods or services for free or at a discount in exchange for an upfront payment. Then, the Company proceeds to exclude the immaterial promises from the assessment of identifying performance obligations; and to evaluate if customer’s options to acquire additional goods or services represent a material right based on corporate’s defined thresholds (i.e., equal or lower than 20%), to determine if they must be included in the assessment. The Company may exclude as immaterial promises, the promises with a transaction price equal or lower than 10 percent of the total contract value.

After excluding immaterial promises and options not considered a material right, the Company assesses if each material good or service (or bundle of goods or services) is distinct in nature (i.e., the customer can benefit from the good or service on its own or together with other readily available resources), and is capable of being distinct in the context of the contract (i.e., the promise to transfer the good or service is separately identifiable from other promises in the contract). A distinct good or service (or bundle of goods or services) constitutes a performance obligation.

The Company also applies the series guidance to distinct goods or services (either with a specified quantity of goods or services or a stand-ready service), with an over time revenue recognition, to determine whether they should be accounted for as a single performance obligation. These distinct goods or services are recognized as a single performance obligation when their nature and timely increments are substantially the same and have the same pattern of transfer to the customer (i.e., the distinct goods or services within the series use the same method to measure progress towards complete satisfaction). To determine if a performance obligation should be recognized over time, one or more of the following criteria must be met: (1) the customer simultaneously receives and consumes the benefits as the Company performs (i.e., routine or recurring services); (2) the customer controls the asset as the entity creates or enhances it (i.e., asset on customer’s site); or (3) the Company’s performance does not create an asset for which the Company has an alternative use and there is a right to payment for performance to date (i.e., asset built to order). Performance obligations that do not meet the over time criteria are recognized at a point in time.

In addition, in Step 2 of the model, the Company evaluates whether the practical expedient of right-to-invoice applies. If this practical expedient is applicable, steps 3, 4 and 5 are waived. For this practical expedient to apply, the right to consideration must correspond directly with the value received by the customer for the Company’s performance to date, no significant up-front payments or retroactive adjustments must exist, and specified minimums must be deemed non-substantive at the contract level. If the contract with the customer has multiple performance obligations and the practical expedient of right-to-invoice does not apply, the Company proceeds to determine the transaction price and allocate it on a stand-alone selling price basis among the different performance obligations identified in the Step 2.

The Company generally applies the expected cost-plus margin approach to determine the stand-alone selling price at the performance obligation level. In addition, for performance obligations that are satisfied over time and the right to invoice practical expedient is not available, the Company determines a method to measure progress (i.e., input or output method) based on current facts and circumstances. When these performance obligations have variable consideration within its transaction price and are part of a series, the Company allocates the variable consideration to each time increment.

As part of the revenue recognition analysis, when another party is involved in providing goods or services to a customer, the Company evaluates, for each performance obligation, whether is providing the goods or services itself (i.e., as principal), or if it is only arranging on behalf of the other party. The Company acts as principal if it controls the specified good or service before that good or service is transferred to a customer. To determine if the Company acts as an agent, the Company considers indicators, such as: (i) the responsibility to fulfill a promise; (ii) the inventory risk; and (iii) the price determination.

Goodwill and other intangible assets

Goodwill represents the excess of the purchase price and related costs over the value assigned to net assets acquired. Goodwill is not amortized, but is tested for impairment at least annually, or more often if events or circumstances indicate there may be impairment.

The Company first assesses qualitative factors to determine whether it is necessary to perform the quantitative impairment test. If determined to be necessary, the quantitative impairment test shall be used to identify goodwill impairment and measure the amount of a goodwill impairment loss to be recognized (if any). The Company may assess qualitative factors to determine whether it is more likely than not, that is, a likelihood of more than 50 percent that the fair value of the reporting unit is less than its carrying amount, including goodwill. The Company has an unconditional option to bypass the qualitative assessment for any reporting unit in any period and proceed directly to performing the quantitative goodwill impairment test. The Company may resume performing the qualitative assessment in any subsequent period. With the early adoption in December 2017 of the accounting standards update that simplifies the goodwill impairment test, the quantitative goodwill impairment test, used to identify both the existence of impairment and the amount of impairment loss, compares the fair value of a reporting unit with its carrying amount, including goodwill. If the Company determines to perform a quantitative impairment test, a third-party valuator may be engaged to prepare an independent valuation of each reporting unit. If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is considered not impaired. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss shall be recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit. Additionally, the Company shall consider the income tax effect from any tax-deductible goodwill on the carrying amount of the reporting unit, if applicable, when measuring the goodwill impairment loss. For the years ended December 31, 2018, 2017 and 2016, no impairment losses associated with goodwill were recognized.

Other identifiable intangible assets with definitive useful lives are amortized using the straight-line method or accelerated methods. These intangibles are evaluated periodically for impairment when events or changes in circumstances indicate that the carrying amounts may not be recoverable.

Other identifiable intangible assets with definitive useful lives include customer relationships, trademarks, software packages and a non-compete agreement. Customer relationships were valued using the excess earnings method under the income approach. Trademark assets were valued using the relief-from-royalty method under the income approach. Internally developed software packages, which include capitalized software development costs, are recorded at cost, while software packages acquired as part of a business combination were valued using the relief-from-royalty method under the income approach. The non-compete agreement was valued based on the estimated impact that theoretical competition would have on revenues and expenses.

Income Tax

Income taxes are accounted for under the asset and liability method. A temporary difference refers to a difference between the tax basis of an asset or liability, determined based on recognition and measurement requirements for tax positions, and its reported amount in the financial statements that will result in taxable or deductible amounts in future years when the reported amount of the asset or liability is recovered or settled, respectively. Deferred tax assets and liabilities represent the future effects on income taxes that result from temporary differences and carryforwards that exist at the end of a period. Deferred tax assets and liabilities are measured using enacted tax rates and provisions of the enacted tax law and are not discounted to reflect the time-value of money. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the consolidated statements of income and comprehensive income in the period that includes the enactment date. A deferred tax valuation allowance is established if it is considered more likely than not that all or a portion of the deferred tax asset will not be realized.

The Company recognizes the benefit of uncertain tax positions only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement or disposition of the underlying issue with the taxing authority. Accordingly, the amount of benefit recognized in the consolidated financial statements may differ from the amount taken or expected to be taken in the tax return resulting in unrecognized tax benefits (“UTBs”). The Company recognizes the interest and penalties associated with UTBs as part of the provision for income taxes on its consolidated statements of income and comprehensive income. Accrued interest and penalties are included on the related tax liability line in the consolidated balance sheets.

All companies within EVERTEC are legal entities which file separate income tax returns.

Recent Accounting Pronouncements

For a description of recent accounting standards, see Note 2 of the Notes to Audited Consolidated Financial Statements included in this Annual Report on Form 10-K.

Non-GAAP Financial Measures

EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings per common share, as presented in this Annual Report on Form 10-K, are supplemental measures of our performance that are not required by, or presented in accordance with GAAP. They are not measurements of our financial performance under GAAP and should not be considered as alternatives to total revenues, net income or any other performance measures derived in accordance with GAAP or as alternatives to cash flows from operating activities as measures of our liquidity. Adjusted EBITDA at the segment level is reported to the chief operating decision maker for purposes of making decisions about allocating resources to the segments and assessing their performance. For this reason Adjusted EBITDA, as it relates to our segments, is presented in conformity with Accounting Standards Codification 280, Segment Reporting, and is excluded from the definition of non-GAAP financial measures under the Securities and Exchange Commission's Regulation G and Item 10(e) of Regulation S-K.

For more information regarding EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings per common share, including a quantitative reconciliation of EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings per common share to the most directly comparable GAAP financial performance measure, which is net income, see "—Net Income Reconciliation to EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings per common share" and "—Covenant Compliance" below.

Results of Operations

	Year ended December 31,						
(In thousands)	2018	2017	2016	Variance 2018 vs. 2017		Variance 2017 vs. 2016	
Revenues	$ 453,869	$ 407,144	$ 389,507	$ 46,725	11 %	$ 17,637	5 %
Operating costs and expenses							
Cost of revenues, exclusive of depreciation and amortization shown below	196,957	200,650	175,809	(3,693)	(2)%	24,841	14 %
Selling, general and administrative expenses	68,717	56,161	46,986	12,556	22 %	9,175	20 %
Depreciation and amortization	63,067	64,250	59,567	(1,183)	(2)%	4,683	8 %
Total operating costs and expenses	328,741	321,061	282,362	7,680	2 %	38,699	14 %
Income from operations	$ 125,128	$ 86,083	$ 107,145	$ 39,045	45 %	$ (21,062)	(20)%

Revenues

Total revenues in 2018 increased by $46.7 million or 11% when compared with the prior year. The increase in revenues is attributable, in part, to the negative impact of the two hurricanes on 2017 results. The increase was driven by increases in ATH debit network transaction volumes and card processing volumes, a full year of revenue generated from the acquisition in the third quarter of 2017 of a business in Latin America, formerly known as PayGroup, increased volumes in our merchant acquiring business and an increase in network revenue.

Total revenues in 2017 increased by $17.6 million or 5% when compared with the prior year. The increase in revenues was driven by increases in ATH debit network transaction volumes and card processing volumes, revenue generated from the PayGroup acquisition, increased revenue from the acquisition of a printing business in the fourth quarter of 2016 and an increase in core banking revenue. Revenues in 2017 were negatively impacted by the two hurricanes that made landfall in Puerto Rico and the Caribbean in September of 2017.

Cost of revenues

Cost of revenues in 2018 decreased $3.7 million or 2% when compared with the prior year. The decrease in cost of revenue is primarily related to the impact in the prior year of charges taken for the exit activity and the impairment loss, described below. These decreases were partially offset by an increase salaries and benefits mainly related to increased headcount in connection with the acquisition of the business formerly known as PayGroup and an increase in cost of sales.

Cost of revenues in 2017 increased $24.8 million or 14% when compared with the prior year. The increase in cost of revenue is primarily related to $12.8 million in charges taken in connection with an exit activity for a third party software solution that was no longer commercially viable and a $5.0 million impairment loss related to a software asset under development. The remaining increase was primarily attributable to the acquisition of the business formerly known as PayGroup.

Selling, general and administrative

Selling, general and administrative expenses in 2018 increased $12.6 million or 22% when compared with 2017. The increase is mainly driven by an increase in share based compensation expense, added salaries from the acquisition of the business formerly known as PayGroup, $3.5 million in expenses incurred in connection with the Company's refinancing of outstanding long-term debt and an increase in professional fees.

Selling, general and administrative expenses in 2017 increased $9.2 million when compared with 2016. The increase is primarily related to an increase in share based compensation, expenses related to the PayGroup acquisition and an increase in payroll and other taxes in our Latin America operations.

Depreciation and amortization

Depreciation and amortization expense decreased by $1.2 million in 2018 compared to 2017 primarily driven by lower amortization from software packages related to software that became fully amortized during the year.

Depreciation and amortization expense increased by $4.7 million in 2017 compared to 2016 mainly related to an increase in amortization expense related to intangible assets acquired as part of business combinations completed in the prior and current year.

Non-operating income (expenses)

	Year ended December 31,						
(In thousands)	2018	2017	2016	Variance 2018 vs. 2017		Variance 2017 vs. 2016	
Interest income	$ 787	$ 716	$ 377	$ 71	10 %	$ 339	90 %
Interest expense	(30,044)	(29,861)	(24,617)	(183)	1 %	(5,244)	21 %
Earnings (losses) of equity method investment	692	604	(52)	88	15 %	656	(1,262)%
Other income, net	2,602	2,657	544	(55)	(2)%	2,113	388 %
Total non-operating expenses	$ (25,963)	$ (25,884)	$ (23,748)	(79)	— %	(2,136)	9 %

Total non-operating expenses in 2018 remained relatively flat at $26.0 million when compared to 2017 . Other income, net is comprised of $2.7 million in foreign currency transaction gains, $1.8 million from federal relief funds received in connection with wages paid in the aftermath of hurricane Maria, partially offset by a $2.6 million loss on extinguishment of debt.

Total non-operating expenses in 2017 increased $2.1 million or 9% when compared to 2016 . Interest expense increased by $5.2 million primarily as a result of an amendment to the Company's outstanding credit agreement in 2017 which was completed in the fourth quarter of 2016 coupled with an increased LIBOR and increased interest expense from the commencement of the fixed interest rate swap. This increase was partially offset by an increase in foreign exchange gains and an increase in earnings from our equity method investment.

Income tax expense

(In thousands)	Year ended December 31, 2018	2017	2016	Variance 2018 vs. 2017		Variance 2017 vs. 2016	
Income tax expense	$ 12,596	$ 4,780	$ 8,271	7,816	164%	(3,491)	(42)%

Income tax expense in 2018 increased by $7.8 million to $12.6 million. The effective tax rate in 2018 was approximately 13%. The increase in income tax expense was mainly due to the impact on the prior year of the reversal of a tax liability related to an uncertain tax position for which the statute of limitations expired and an increase in taxable income from our Latin America operations, including the impact of a full year of taxable income from the acquisition of the business formerly known as PayGroup.

Income tax expense in 2017 decreased by $3.5 million to $4.8 million. The effective tax rate in 2017 was approximately 8%. The decrease in income tax expense was mainly due to the reversal of a tax liability related to an uncertain tax position for which the statute of limitations expired during the third quarter of 2017.

Segment Results of Operations

The Company operates in four business segments: Payment Services - Puerto Rico & Caribbean, Payment Services - Latin America (collectively "Payment Services segments"), Merchant Acquiring, and Business Solutions.

The Payment Services - Puerto Rico & Caribbean segment revenues are comprised of revenues related to providing access to the ATH debit network and other card networks to financial institutions, including related services such as authorization, processing, management and recording of ATM and POS transactions, and ATM management and monitoring. The segment revenues also include revenues from card processing services (such as credit and debit card processing, authorization and settlement and fraud monitoring and control to debit or credit issuers), payment processing services (such as payment and billing products for merchants, businesses and financial institutions) and EBT (which principally consist of services to the government of Puerto Rico for the delivery of benefits to participants). For ATH debit network and processing services, revenues are primarily driven by the number of transactions processed. Revenues are derived primarily from network fees, transaction switching and processing fees, and the leasing of POS devices. For card issuer processing, revenues are primarily dependent upon the number of cardholder accounts on file, transactions and authorizations processed, the number of cards embossed and other processing services. For EBT services, revenues are primarily derived from the number of beneficiaries on file.

The Payment Services - Latin America segment revenues consist of revenues related to providing access to the ATH network and other card networks to financial institutions, including related services such as authorization, processing, management and recording of ATM and POS transactions, and ATM management and monitoring. The segment revenues also include revenues from card processing services (such as credit and debit card processing, authorization and settlement and fraud monitoring and control to debit or credit issuers), payment processing services (such as payment and billing products for merchants, businesses and financial institutions), as well as, licensed software solutions for risk and fraud management and card payment processing. For ATH debit network and processing services, revenues are primarily driven by the number of transactions processed. Revenues are derived primarily from network fees, transaction switching and processing fees, and the leasing of POS devices. For card issuer processing, revenues are primarily dependent upon the number of cardholder accounts on file, transactions and authorizations processed, the number of cards embossed and other processing services.

The Merchant Acquiring segment consists of revenues from services that allow merchants to accept electronic methods of payment. In the Merchant Acquiring segment, revenues include a discount fee and membership fees charged to merchants, debit network fees and rental fees from POS devices and other equipment, net of credit card interchange and assessment fees charged by credit cards associations (such as VISA or MasterCard) or payment networks. The discount fee is generally a percentage of the transaction value. EVERTEC also charges merchants for other services that are unrelated to the number of transactions or the transaction value.

The Business Solutions segment consists of revenues from a full suite of business process management solutions in various product areas such as core bank processing, network hosting and management, IT professional services, business process outsourcing, item processing, cash processing, and fulfillment. Core bank processing and network services revenues are derived in part from a recurrent fixed fee and from fees based on the number of accounts on file (i.e. savings or checking accounts, loans, etc.) or computer resources utilized. Revenues from other processing services within the Business Solutions segment are

generally volume-based and depend on factors such as the number of accounts processed. In addition, EVERTEC is a reseller of hardware and software products and these resale transactions are generally non-recurring.

In addition to the four operating segments described above, Management identified certain functional cost areas that operate independently and do not constitute businesses in themselves. These areas could neither be concluded as operating segments nor could they be combined with any other operating segments. Therefore, these areas are aggregated and presented as “Corporate and Other” category in the financial statements alongside the operating segments. The Corporate and other category consists of corporate overhead expenses, intersegment eliminations, certain leveraged activities and other non-operating and miscellaneous expenses that are not included in the operating segments. The overhead and leveraged costs relate to activities such as:

- marketing,
- corporate finance and accounting,
- human resources,
- legal,
- risk management functions,
- internal audit,
- corporate debt related costs,
- non-operating depreciation and amortization expenses generated as a result of the Merger,
- intersegment revenues and expenses, and
- other non-recurring fees and expenses that are not considered when management evaluates financial performance at a segment level

The Chief Operating Decision Maker ("CODM") reviews the operating segments separate financial information to assess performance and to allocate resources. Management evaluates the operating results of each of its operating segments based upon revenues and Adjusted Earnings before Interest, Taxes, Depreciation and Amortization ("Adjusted EBITDA"). Adjusted EBITDA is defined as EBITDA further adjusted to exclude unusual items and other adjustments. Adjusted EBITDA, as it relates to operating segments, is presented in conformity with Accounting Standards Codification Topic 280, "Segment Reporting" given that it is reported to the CODM for purposes of allocating resources. Segment asset disclosure is not used by the CODM as a measure of segment performance since the segment evaluation is driven by revenues and adjusted EBITDA performance. As such, segment assets are not disclosed in the notes to the accompanying consolidated financial statements.

See Note 23 of the Audited Consolidated Financial Statements appearing elsewhere in this Annual Report on Form 10-K for the reconciliation of EBITDA to consolidated net income.

The following tables set forth information about the Company’s operations by its four business segments for the periods indicated below.

Payment Services - Puerto Rico & Caribbean

	Year ended December 31,		
(In thousands)	2018	2017	2016
Revenues	$114,119	$101,687	$99,680
Adjusted EBITDA	75,104	58,534	63,086

Payment Services - Puerto Rico & Caribbean revenues in 2018 increased $12.4 million when compared with 2017. The increase in revenues primarily reflects revenue growth over the hurricane impacted results in the prior year, driven mainly by increased volumes. Adjusted EBITDA increased $16.6 million, primarily as a result of the higher revenue, as well as the impact in the prior year of an impairment charge of a software asset under development.

Payment Services - Puerto Rico & Caribbean revenues in 2017 increased $2.0 million when compared with 2016. Revenue growth reflected increases in ATH debit network transaction volumes and card processing volumes. Adjusted EBITDA decreased $4.6 million, mainly a result of the impairment charge taken related to a software asset under development and reduced revenues related to the hurricanes.

Payment Services - Latin America

(In thousands)	Year ended December 31, 2018	2017	2016
Revenues	$80,899	$62,702	$47,162
Adjusted EBITDA	27,727	17,558	15,354

Payment Services - Latin America revenues increased $18.2 million in 2018 driven by a full year of revenues from the acquisition of the business formerly known as PayGroup coupled with increased revenues from card products. Revenues from this segment also includes intercompany software sale and developments from Payment Services- Latin America to Payment Services- Puerto Rico & Caribbean. Adjusted EBITDA increased $10.2 million mainly driven by revenue contribution from the acquisition of the business formerly known as PayGroup at a lower margin, as well as, the previously mentioned intercompany software sales and developments.

Payment Services - Latin America revenues in 2017 increased $15.5 million driven mainly by added revenues from the PayGroup acquisition. Adjusted EBITDA increased $2.2 million mainly driven by increased transaction growth as well as contribution from our PayGroup acquisition at a lower margin, both of which were partially offset by customer attrition.

Merchant Acquiring

(In thousands)	Year ended December 31, 2018	2017	2016
Revenues	$99,655	$85,778	$91,248
Adjusted EBITDA	46,516	37,497	41,629

Merchant acquiring segment revenue increased $13.9 million to $99.7 million in 2018. The primary growth drivers in 2018 were increased volumes favorably impacted by higher spending related to post-hurricane recovery activities. Adjusted EBITDA increased by $9.0 million mainly due to the factors above described for revenues coupled with a favorable revenue mix that improved margins.

Merchant acquiring segment revenue in 2017 decreased $5.5 million. Merchant sales volume and revenue were negatively impacted by Hurricanes Irma and Maria in September 2017. The decrease was also impacted by the shift of revenue from Merchant Acquiring related to a client contract change in the second quarter of 2016. Adjusted EBITDA decreased by $4.1 million mainly due to the factors above described for revenues coupled with a less favorable merchant mix and a lower average ticket, both of which reduced margins.

Business Solutions

(In thousands)	Year ended December 31, 2018	2017	2016
Revenues	$197,602	$189,077	$184,276
Adjusted EBITDA	87,813	86,790	89,239

Business solutions revenue was $197.6 million in 2018, an increase of $8.5 million when compared with the prior year, mainly driven by higher revenues from Popular coupled with increased hardware sales and increased revenues from our printing business. Adjusted EBITDA increased by $1.0 million mainly due to increases in lower margin revenue.

Business solutions revenue in 2017 increased to $189.1 million primarily reflecting increased revenue from our Accuprint printing business acquisition and an increase in core banking revenue. Adjusted EBITDA decreased to $86.8 million mainly as a result of higher internal charges related to higher support and maintenance hours for Business Solution applications, primarily for Banco Popular coupled with higher expenses related to infrastructure supporting the Business Solutions segment as we replaced obsolete assets.

Liquidity and Capital Resources

Liquidity

Our principal source of liquidity is cash generated from operations, and our primary liquidity requirements are the funding of capital expenditures and working capital needs. We also have a $125.0 million revolving credit facility, of which $97.9 million was available as of December 31, 2018. The Company issues letters of credit against our revolving credit facility which reduce our availability of funds to be drawn.

At December 31, 2018, we had cash and cash equivalents of $70.0 million, of which $50.3 million resides in our subsidiaries located outside of Puerto Rico for purposes of (i) funding the respective subsidiary’s current business operations and (ii) funding potential future investment outside of Puerto Rico. We intend to indefinitely reinvest these funds outside of Puerto Rico and, based on our liquidity forecast, we will not need to repatriate this cash to fund the Puerto Rico operations or to meet debt-service obligations. However, if in the future we determine that we no longer need to maintain cash balances within our foreign subsidiaries, we may elect to distribute such cash to the Company in Puerto Rico. Distributions from the foreign subsidiaries to Puerto Rico may be subject to tax withholding and other tax consequences. Additionally, our credit agreement imposes certain restrictions on the distribution of dividends from subsidiaries, refer to "Financial Obligations" section for further details.

Our primary use of cash is for operating expenses, working capital requirements, capital expenditures, dividend payments, share repurchases, debt service, acquisitions and other transactions as opportunities present themselves.

Based on our current level of operations, we believe our cash flows from operations and the available senior secured Revolving Credit Facility will be adequate to meet our liquidity needs for the next twelve months. However, our ability to fund future operating expenses, dividend payments, capital expenditures, mergers and acquisitions, and our ability to make scheduled payments of interest, to pay principal on or refinance our indebtedness and to satisfy any other of our present or future debt obligations will depend on our future operating performance, which will be affected by general economic, financial and other factors beyond our control.

Comparison of the years ended December 31, 2018 and 2017

The following table presents our cash flows from operations for the years ended December 31, 2018 and 2017:

	Years ended December 31,	
(In thousands)	**2018**	**2017**
Cash provided by operating activities	$ 172,734	$ 145,786
Cash used in investing activities	(41,300)	(76,268)
Cash used in financing activities	(105,055)	(69,183)
Increase in cash, cash equivalents and restricted cash	$ 26,379	$ 335

Net cash provided by operating activities for the year ended December 31, 2018 was $172.7 million, an increase of $26.9 million compared with 2017. The increase in cash provided by operating activities was primarily driven by the increase in net income.

Net cash used in investing activities decreased by $35.0 million to $41.3 million. The decrease was mainly attributable to the completion in the prior year of the purchase of the business formerly known as PayGroup. Capital expenditures in 2018 amounted to $41.3 million compared with $33.5 million in 2017.

Net cash used in financing activities for the year ended December 31, 2018 amounted to $105.1 million, an increase of $35.9 million when compared with the prior year. The increase is mainly a result of the repayment of long-term debt concurrent with the issuance of new debt under the 2018 Credit Agreement, which was partially offset by lower dividends paid.

Comparison of the years ended December 31, 2017 and 2016

The following table presents our cash flows from operations for the years ended December 31, 2017 and 2016:

	Years ended December 31,	
(In thousands)	2017	2016
Cash provided by operating activities	$ 145,786	$ 168,054
Cash used in investing activities	(76,268)	(57,788)
Cash used in financing activities	(69,183)	(90,798)
Increase in cash, cash equivalents and restricted cash	$ 335	$ 19,468

Net cash provided by operating activities for the year ended December 31, 2017 was $145.8 million, a decrease of $22.3 million compared with 2016. The decrease in cash provided by operating activities was primarily driven by a decrease in net income.

Net cash used in investing activities increased by $18.5 million to $76.3 million. The increase was mainly attributable to the completion of the purchase of PayGroup during the third quarter of 2017.

Net cash used in financing activities for the year ended December 31, 2017 amounted to $69.2 million, a decrease of $21.6 million when compared with the prior year. The decrease is driven by less cash used for stock repurchases and dividend payments.

Capital Resources

Our principal capital expenditures are for hardware and computer software (purchased and internally developed), additions to property and equipment and acquisitions. We invested approximately $41.3 million, $33.5 million, and $42.3 million on capital expenditures for hardware and computer software and property and equipment for the years ended December 31, 2018, 2017 and 2016, respectively. In terms of acquisitions, in 2017, we completed the purchase of PayGroup for $42.8 million, while in 2016, we completed the purchase of Processa for $5.9 million and Accuprint for $9.7 million. Capital expenditures are expected to be funded by cash flow from operations and, if necessary, borrowings under our revolving credit facility.

Dividend Payments

On July 26, 2018, the Company's Board voted to reinstate a quarterly dividend on the Company's common stock, which had been suspended since November of 2017. Any declaration and payment of future dividends to holders of our common stock will be at the discretion of our Board and will depend on many factors, including our financial condition, earnings, available cash, business opportunities, legal requirements, restrictions in our debt agreements and other contracts, capital requirements, level of indebtedness and other factors that our Board deems relevant. Refer to the table below for details regarding our dividends in 2018 and 2017:

Declaration Date	Record Date	Payment Date	Dividend per share
February 17, 2017	March 1, 2017	March 20, 2017	0.10
April 27, 2017	May 8, 2017	June 9, 2017	0.10
July 25, 2017	August 7, 2017	September 8, 2017	0.10
July 26, 2018	August 6, 2018	September 7, 2018	0.05
October 25, 2018	November 5, 2018	December 7, 2018	0.05

Stock Repurchase

During 2018, the Company repurchased 367,403 shares of the Company's common stock at a cost of $10.0 million. The Company funded such repurchase with cash on hand and borrowings under the existing revolving credit facility.

During 2017, the Company repurchased 465,240 shares of the Company's common stock at a cost of $7.7 million. The Company funded such repurchase with cash on hand and borrowings under the existing revolving credit facility.

During 2016, the Company repurchased 2,504,427 shares of the Company’s common stock at a cost of $39.9 million. The Company funded the repurchase with cash on hand and borrowings under the existing revolving credit facility.

Repurchases may be accomplished through open market transactions, privately negotiated transactions, accelerated share repurchase programs and other means.

Financial Obligations

2018 Senior Secured Credit Facilities

On November 27, 2018, EVERTEC and EVERTEC Group (“Borrower”) entered into a credit agreement setting forth the terms of the senior secured credit facilities, consisting of a $220.0 million term loan A facility that matures on November 27, 2023 ("2023 Term A"), a $325.0 million term loan B facility that matures on November 27, 2024 ("2024 Term B") and a $125.0 million revolving credit facility (the "Revolving Credit Facility") that matures on November 27, 2023, with a syndicate of lenders and Bank of America, N.A. (“Bank of America”), as administrative agent, collateral agent, swingline lender and line of credit issuer (collectively the “2018 Credit Agreement”). The material terms and conditions of the senior secured credit facilities are summarized below.

Scheduled Amortization Payments

The 2023 Term A provides for amortization in the amount of 1.25% of the original principal amount of the 2023 Term A during each of the first twelve quarters starting from the quarter ending March 31, 2019, 1.875% during each of the four subsequent quarters and 2.50% during each of the final three quarters, with the balance payable on the final maturity date.

The 2024 Term B provides for quarterly amortization payments totaling 1.00% per annum of the original principal amount of the 2024 Term B, with the balance payable on the final maturity date.

Voluntary Prepayments and Reduction and Termination of Commitments

The terms of the 2018 senior secured credit facilities allow EVERTEC Group to prepay loans and permanently reduce the loan commitments under the senior secured credit facilities at any time, subject to the payment of customary LIBOR breakage costs, if any, provided that, in connection with certain refinancing or repricing of the 2024 Term B on or prior to the date which is six months after the closing date of the 2018 Credit Agreement, a prepayment premium of 1.00% will be required.

Additionally, the terms of the facilities require mandatory repayment of outstanding principal balances based on a percentage of excess cash flow provided that no such prepayment shall be due if the resulting amount of the excess cash flow times the applicable percentage is less than $10 million.

Interest

The interest rates under the 2023 Term A and revolving credit facility are based on, at EVERTEC Group’s option, (a) adjusted LIBOR plus an interest margin of 2.25% or (b) the greater of (i) Bank of America’s “prime rate,” (ii) the Federal Funds Effective Rate plus 0.5% and (iii) adjusted LIBOR plus 1.0% (“ABR”) plus an interest margin of 1.25%. The interest rates under the 2024 Term B are based on, at EVERTEC Group’s option, (a) adjusted LIBOR plus an interest margin of 3.50% or (b) ABR plus an interest margin of 2.50%. The interest margins under the 2023 Term A and Revolving Facility are subject to reduction based on achievement of specified total secured net leverage ratio.

Guarantees and Collateral

EVERTEC Group’s obligations under the senior secured credit facilities and under any cash management, interest rate protection or other hedging arrangements entered into with a lender or any affiliate thereof are guaranteed by EVERTEC and each of EVERTEC’s existing wholly-owned subsidiaries (other than EVERTEC Group) and subsequently acquired or organized subsidiaries, subject to certain exceptions.

Subject to certain exceptions, the senior secured credit facilities are secured to the extent legally permissible by substantially all of the assets of (1) EVERTEC, including a perfected pledge of all of the limited liability company interests of EVERTEC Intermediate Holdings, LLC (“Holdings”), (2) Holdings, including a perfected pledge of all of the limited liability company interests of EVERTEC Group and (3) EVERTEC Group and the subsidiary guarantors, including but not limited to: (a) a pledge of substantially all capital stock held by EVERTEC Group or any guarantor and (b) a perfected security interest in substantially all tangible and intangible assets of EVERTEC Group and each guarantor.

Covenants

The senior secured credit facilities contain affirmative and negative covenants that the Company believes are usual and customary for a senior secured credit agreement. The negative covenants in the senior secured credit facilities include, among other things, limitations (subject to exceptions) on the ability of EVERTEC and its restricted subsidiaries to:

- declare dividends and make other distributions;
- redeem or repurchase capital stock;
- grant liens;
- make loans or investments (including acquisitions);
- merge or enter into acquisitions;
- sell assets;
- enter into any sale or lease-back transactions;
- incur additional indebtedness;
- prepay, redeem or repurchase certain indebtedness;
- modify the terms of certain debt;
- restrict dividends from subsidiaries;
- change the business of EVERTEC or its subsidiaries; and
- enter into transactions with their affiliates.

In addition, the 2023 Term A and the Revolving Credit Facility require EVERTEC to maintain a maximum total secured net leverage ratio of 4.25 to 1.00 for any quarter ending on or prior to September 30, 2020 and for fiscal quarters ending thereafter, 4.00 to 1.00.

Concurrently with the execution of the 2018 Credit Agreement, the Company terminated the 2013 Credit Agreement. The net proceeds received by EVERTEC Group from the senior secured credit facilities under the 2018 Credit Agreement, together with other cash available to EVERTEC Group, were used, among other things, to refinance EVERTEC Group's previous senior secured credit facilities, which consisted of a $191.4 million 2020 Term A and a $379.0 million Term B, under the credit agreement, dated as of April 17, 2013 and as subsequently amended, among EVERTEC Intermediate Holdings, LLC, EVERTEC Group, JPMorgan Chase Bank, N.A., as administrative agent, collateral agent, swingline lender and line of credit issuer, and the lenders party thereto. In connection with this transaction the Company recognized a loss on extinguishment of $2.6 million.

The unpaid principal balance at December 31, 2018 of the 2023 Term A Loan and the 2024 Term B Loan was $220.0 million, and $325.0 million, respectively. The additional borrowing capacity for the Revolving Facility loan at December 31, 2018 was $97.9 million. The Company issues letters of credit against the revolving credit facility which reduce the additional borrowing capacity of the revolving credit facility.

Events of Default

The events of default under the senior secured credit facilities include, without limitation, nonpayment, material misrepresentation, breach of covenants, insolvency, bankruptcy, certain judgments, change of control (as defined in the 2018 Credit Agreement) and cross-events of default on material indebtedness.

Notes payable

In May 2016, EVERTEC Group entered into a non-interest bearing financing agreement amounting to $0.7 million and in October 2016 entered into an interest bearing agreement of $1.1 million, to purchase software. As of December 31, 2018 and 2017, the outstanding principal balance of the notes payable is $0.3 million and $1.0 million, respectively. The current portion of these notes is recorded as part of accounts payable and the long-term portion is included in other long-term liabilities.

Interest Rate Swaps

At December 31, 2018, the Company had two interest rate swap agreements, entered into in December 2015 and December 2018, which convert a portion of the interest rate payments on the Company's 2023 Term B Loan from variable to fixed:

Swap Agreement	Effective date	Maturity Date	Notional Amount	Variable Rate	Fixed Rate
2015 Swap	January 2017	April 2020	$200 million	1-month LIBOR	1.9225%
2018 Swap	April 2020	November 2024	$250 million	1-month LIBOR	2.89%

The Company has accounted for these transactions as cash flow hedges.

At December 31, 2018 and 2017, the carrying amount of the derivatives on the Company’s balance sheets is as follows:

(In thousands)	December 31, 2018	December 31, 2017
Other long-term assets	$ 1,683	$ 214
Other long-term liabilities	4,059	—

As of December 31, 2018, the Company recognized gains related to hedging activities on the Statement of Income and Comprehensive Income that offset the Company's interest expense as follows:

(In thousands)	December 31, 2018
Interest expense	$ 104

During the year ended December 31, 2018, the Company reclassified gains of $0.1 million from accumulated other comprehensive loss into income through interest expense. Based on current LIBOR rates, the Company expects to reclassify $1.0 million from accumulated other comprehensive loss into income through interest expense over the next 12 months. Refer to Note 13 for tabular disclosure of the fair value of the derivative and to Note 15 for tabular disclosure of gains (losses) recorded on cash flow hedging activities.

The cash flow hedges are considered highly effective.

Covenant Compliance

As of December 31, 2018, the total secured net leverage ratio was 2.30 to 1.00. As of the date of filing of this Form 10-K, no event has occurred that constitutes an Event of Default or Default.

In this Annual Report on Form 10-K, we refer to the term “Adjusted EBITDA” to mean EBITDA as so defined and calculated for purposes of determining compliance with the total secured net leverage ratio based on the financial information for the last twelve months at the end of each quarter.

Net Income Reconciliation to EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings per common share (Non-GAAP Measures)

We define “EBITDA” as earnings before interest, taxes, depreciation and amortization. We define “Adjusted EBITDA” as EBITDA further adjusted to exclude unusual items and other adjustments described below. Adjusted EBITDA by segment is reported to the chief operating decision maker for purposes of making decisions about allocating resources to the segments and assessing their performance. For this reason Adjusted EBITDA, as it relates to our segments, is presented in conformity with Accounting Standards Codification 280, Segment Reporting, and is excluded from the definition of non-GAAP financial measures under the Securities and Exchange Commission's Regulation G and Item 10(e) of Regulation S-K. We define “Adjusted Net Income” as net income adjusted to exclude unusual items and other adjustments described below. We define “Adjusted Earnings per common share” as Adjusted Net Income divided by diluted shares outstanding.

We present EBITDA and Adjusted EBITDA because we consider them important supplemental measures of our performance and believe they are frequently used by securities analysts, investors and other interested parties in the evaluation of ourselves and other companies in our industry. In addition, our presentation of Adjusted EBITDA is substantially consistent with the equivalent measurements that are contained in the senior secured credit facilities in testing EVERTEC Group’s compliance with covenants therein such as the total secured net leverage ratio. We use Adjusted Net Income to measure our overall profitability because we believe it better reflects our comparable operating performance by excluding the impact of the non-cash amortization and depreciation that was created as a result of the Merger. In addition, in evaluating EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings per common share, you should be aware that in the future we may incur expenses such as those excluded in calculating them. Further, our presentation of these measures should not be construed as an inference that our future operating results will not be affected by unusual or nonrecurring items.

Some of the limitations of EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted earnings per common share are as follows:

- they do not reflect cash outlays for capital expenditures or future contractual commitments;
- they do not reflect changes in, or cash requirements for, working capital;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and EBITDA and Adjusted EBITDA do not reflect cash requirements for such replacements;
- in the case of EBITDA and Adjusted EBITDA, they do not reflect interest expense, or the cash requirements necessary to service interest, or principal payments, on indebtedness;
- in the case of EBITDA and Adjusted EBITDA, they do not reflect income tax expense or the cash necessary to pay income taxes; and
- other companies, including other companies in our industry, may not use EBITDA, Adjusted EBITDA, Adjusted Net Income, and Adjusted Earnings per common share or may calculate EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings per common share differently than as presented in this Report, limiting their usefulness as a comparative measure.

EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings per common share are not measurements of liquidity or financial performance under GAAP. You should not consider EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings per common share as alternatives to cash flows from operating activities or any other performance measures determined in accordance with GAAP, as an indicator of cash flows, as a measure of liquidity or as an alternative to operating or net income determined in accordance with GAAP.

A reconciliation of net income to EBITDA, Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings per common share is provided below:

	Year Ended December 31, 2018	
(Dollar amounts in thousands)		
Net income	$	86,569
Income tax expense		12,596
Interest expense, net		29,257
Depreciation and amortization		63,067
EBITDA		191,489
Equity income [(1)]		(259)
Compensation and benefits [(2)]		13,659
Transaction, refinancing and other fees [(3)]		7,570
Adjusted EBITDA		212,459
Operating depreciation and amortization [(4)]		(29,208)
Cash interest expense, net [(5)]		(26,103)
Income tax expense [(6)]		(19,514)
Non-controlling interest [(7)]		(472)
Adjusted net income	$	137,162
Net income per common share (GAAP):		
Diluted	$	1.16
Adjusted Earnings per common share (Non-GAAP):		
Diluted	$	1.84
Shares used in computing adjusted earnings per common share:		
Diluted		74,420,110

1) Represents the elimination of non-cash equity earnings from our 19.99% equity investment in Dominican Republic, Consorcio de Tarjetas Dominicanas, S.A. (“CONTADO”), net of dividends received.

2) Primarily represents share-based compensation and other compensation expense.
3) Primarily represents fees and expenses associated with corporate transactions as defined in the 2018 Credit Agreement, recorded as part of selling, general and administrative expense and cost of revenues, as well as relief contributions related to the 2017 hurricanes.
4) Represents operating depreciation and amortization expense, which excludes amounts generated as a result of the Merger and other from purchase accounting intangibles generated from acquisitions.
5) Represents interest expense, less interest income, as they appear on our consolidated statements of income and comprehensive income, adjusted to exclude non-cash amortization of the debt issue costs, premium and accretion of discount.
6) Represents income tax expense calculated on adjusted pre-tax income using the applicable GAAP tax rate, adjusted for certain discreet items.
7) Represents the 35% non-controlling equity interest in Evertec Colombia (formerly referred to as Processa), net of amortization for intangibles created as part of the purchase.

Contractual Obligations

The Company’s contractual obligations as of December 31, 2018 are as follows:

	Payment due by periods				
(In thousands)	Total	Less than 1 year	1-3 years	3-5 years	After 5 years
Long-term debt [(1)]	$ 546,499	$ 14,550	$ 49,171	$ 482,778	$ —
Operating leases [(2)]	8,463	6,924	1,539	—	—
Other long-term liabilities	317	136	181	—	—
Total	$ 555,279	$ 21,610	$ 50,891	$ 482,778	$ —

(1) Long-term debt includes principal balance of $546.0 million and the payments of cash interest (based on interest rates as of December 31, 2018 for variable rate debt) of the senior secured term loan facilities, as well as commitments fees related to the unused portion of our senior secured revolving credit facility, as required under the terms of the long-term debt agreements.
(2) Includes certain facilities and equipment under operating leases. See Note 22 of the Notes to Audited Consolidated Financial Statements for additional information regarding operating lease obligations.

Off Balance Sheet Arrangements

In the ordinary course of business the Company may enter into commercial commitments. As of December 31, 2018, the Company did not have any off balance sheet items.

Seasonality

Our payment businesses generally experience moderate increased activity during the traditional holiday shopping periods and around other nationally recognized holidays, which follow consumer spending patterns.

Effect of Inflation

While inflationary increases in certain input costs, such as occupancy, labor and benefits, and general administrative costs, have an impact on our operating results, inflation has had minimal net impact on our operating results during the last three years as overall inflation has been partially offset by increased margins on incremental revenue and cost reduction actions. We cannot assure you, however, that we will not be affected by general inflation in the future.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risks arising from our normal business activities. These market risks principally involve the possibility of change in interest rates that will adversely affect the value of our financial assets and liabilities or future cash flows and earnings, and foreign exchange risk that may result in unfavorable foreign currency translation adjustments. Market risk is the potential loss arising from adverse changes in market rates and prices.

Interest rate risks

We issued floating-rate debt which is subject to fluctuations in interest rates. Our senior secured credit facilities accrue interest at variable rates and only the Term B Loan is subject to floors or minimum rates. A 100 basis point increase in interest rates over our floor(s) on our debt balances outstanding as of December 31, 2018, under the senior secured credit facilities would increase our annual interest expense by approximately $3.5 million. The impact on future interest expense as a result of future changes in interest rates will depend largely on the gross amount of our borrowings at that time.

In December 2015 and December 2018, we entered into interest rate swap agreements which convert a portion of our outstanding variable rate debt to fixed.

The interest rate swap exposes us to credit risk in the event that the counterparty to the swap agreement does not or cannot meet its obligations. The notional amount is used to measure interest to be paid or received and does not represent the amount of exposure to credit loss. The loss would be limited to the amount that would have been received, if any, over the remaining life of the swap. The counterparty to the swap is a major US based financial institution and we expect the counterparty to be able to perform its obligations under the swap. We use derivative financial instruments for hedging purposes only and not for trading or speculative purposes

See Note 12 of the Notes to Audited Consolidated Financial Statements appearing elsewhere in this Annual Report on Form 10-K for additional information related to the senior secured credit facilities.

Foreign currency exchange risk

We conduct business in certain countries in Latin America. Some of this business is conducted in the countries' local currencies. The resulting foreign currency translation adjustments, from operations for which the functional currency is other than the U.S. dollar, are reported in accumulated other comprehensive loss in the audited consolidated balance sheet, except for highly inflationary environments in which the effects would be included in other operating income in the consolidated statements of income and comprehensive income. At December 31, 2018, the Company had $21.6 million in an unfavorable foreign currency translation adjustment as part of accumulated other comprehensive loss compared to an unfavorable foreign currency translation adjustment of $11.1 million at December 31, 2017.

Item 8. Financial Statements and Supplementary Data

The Audited Consolidated Financial Statements, together with EVERTEC's independent registered public accounting firms reports, are included herein beginning on page F-1 of this Annual Report on Form 10-K.

Selected Quarterly Financial Data

	Quarters ended,			
(Dollar amounts in thousands, except per share data)	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
Revenues	$ 110,274	$ 113,347	$ 112,017	$ 118,231
Operating costs and expenses	76,719	82,707	79,656	89,659
Income from operations	33,555	30,640	32,361	28,572
Non-operating expenses	(6,506)	(7,395)	(5,984)	(6,078)
Income before income taxes	27,049	23,245	26,377	22,494
Income tax expense	3,935	3,112	3,302	2,247
Net income	$ 23,114	$ 20,133	$ 23,075	$ 20,247
Net income attributable to EVERTEC, Inc.'s common stockholders	$ 23,022	$ 20,052	$ 22,997	$ 20,199
Net income per common share - basic	$ 0.32	$ 0.28	$ 0.32	$ 0.27
Net income per common share - diluted	$ 0.31	$ 0.27	$ 0.31	$ 0.27

	Quarters ended,			
(Dollar amounts in thousands, except per share data)	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017
Revenues	$ 101,280	$ 103,511	$ 102,725	$ 99,628
Operating costs and expenses	70,688	73,517	93,917	82,939
Income from operations	30,592	29,994	8,808	16,689
Non-operating expenses	(5,434)	(5,712)	(7,506)	(7,232)
Income before income taxes	25,158	24,282	1,302	9,457
Income tax expense (benefit)	2,020	4,068	(4,840)	3,532
Net income	$ 23,138	$ 20,214	$ 6,142	$ 5,925
Net income attributable to EVERTEC, Inc.'s common stockholders	$ 23,029	$ 20,089	$ 6,102	$ 5,834
Net income per common share - basic	$ 0.32	$ 0.28	$ 0.08	$ 0.08
Net income per common share - diluted	$ 0.31	$ 0.27	$ 0.08	$ 0.08

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

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company, under the direction of the Chief Executive Officer and the Chief Financial Officer, has established disclosure controls and procedures as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based upon their evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that as of December 31, 2018, the Company's disclosure controls and procedures are effective.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended December 31, 2018 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Exchange Act. Internal control over financial reporting is a process designed by, or under the supervision of our Chief Executive Officer and Chief Financial Officer and effected by the Company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements.

Our internal control over financial reporting includes policies and procedures that pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect transactions and dispositions of assets; provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorizations of management and the directors of the firm; and provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the firm's assets that could have a material effect on our financial statements.

The Company's management assessed the effectiveness of our internal control over financial reporting as of December 31, 2018. In making this assessment, management used the criteria established in the Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (the "COSO criteria"). Based on this assessment, management has determined that the Company's internal control over financial reporting as of December 31, 2018 was effective.

Deloitte & Touche, LLP, an independent registered public accounting firm, has audited the consolidated financial statements as of and for the year ended December 31, 2018, included in this Form 10-K and, as part of the audit, has issued a report, included as part of Item 8 of this Form 10-K, on the effectiveness of our internal control over financial reporting as of December 31, 2018.

Item 9B. Other Information

None.

Part III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by Item 10 will be included in EVERTEC's proxy statement, to be filed pursuant to Regulation 14 A within 120 days after the end of the 2018 fiscal year, and is incorporated herein by reference.

Item 11. Executive Compensation

The information required by Item 11 will be included in EVERTEC's proxy statement, to be filed pursuant to Regulation 14 A within 120 days after the end of the 2018 fiscal year, and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by Item 12 will be included in EVERTEC's proxy statement, to be filed pursuant to Regulation 14 A within 120 days after the end of the 2018 fiscal year, and is incorporated herein by reference.

Item 13. Certain Relationships and Related Party Transactions and Director Independence

The information required by Item 13 will be included in EVERTEC's proxy statement, to be filed pursuant to Regulation 14 A within 120 days after the end of the 2018 fiscal year, and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

The information required by Item 14 will be included in EVERTEC's proxy statement, to be filed pursuant to Regulation 14 A within 120 days after the end of the 2018 fiscal year, and is incorporated herein by reference.

Part IV

Item 15. Exhibits and Financial Statement Schedules

(a) (1) Financial Statements

The following consolidated financial statements of EVERTEC, Inc. together with the Report of Independent Registered Public Accounting Firm, are included in Part II, Item 8, Financial Statements and Supplementary Data:

- Reports of Independent Registered Public Accounting Firm
- Consolidated Balance Sheets as of December 31, 2018 and 2017
- Consolidated Statements of Income and Comprehensive Income for the years ended December 31, 2018, 2017 and 2016
- Consolidated Statements of Changes in Stockholders’ Equity for the years ended December 31, 2018, 2017 and 2016
- Consolidated Statements of Cash Flows for the years ended December 31, 2018, 2017 and 2016
- Notes to Audited Consolidated Financial Statements

(2) Financial Statement Schedules

Schedule I—Parent Company Only Financial Statements

(3) Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated June 30, 2010, by and among Popular, Inc., AP Carib Holdings, Ltd., Carib Acquisitions, Inc. and EVERTEC Group, LLC (incorporated by reference to Exhibit 2.1 of Popular, Inc.'s Current Report on Form 8-K filed on July 8, 2010, File No. 001-34084)
2.2	Amendment to the Agreement and Plan of Merger, dated August 5, 2010, by and among Popular, Inc., AP Carib Holdings, Ltd., Carib Acquisition, Inc. and EVERTEC Group, LLC (incorporated by reference to Exhibit 2.2 of Registration Statement on Form S-4 of EVERTEC Group, LLC, filed on April 14, 2011, File No. 333-173504)
2.3	Second Amendment to the Agreement and Plan of Merger, dated August 8, 2010, by and among Popular, Inc., AP Carib Holdings, Ltd., Carib Acquisition, Inc. and EVERTEC Group, LLC (incorporated by reference to Exhibit 2.1 of Popular, Inc.'s Current Report on Form 8-K filed on August 12, 2010, File No. 001-34084)
2.4	Third Amendment to the Agreement and Plan of Merger, dated September 15, 2010, by and among Popular, Inc., AP Carib Holdings, Ltd., Carib Acquisition, Inc. and EVERTEC Group, LLC (incorporated by reference to Exhibit 2.1 of Popular, Inc.'s Current Report on Form 8-K filed on September 21, 2010, File No. 001-34084)
2.5	Fourth Amendment to the Agreement and Plan of Merger, dated September 30, 2010, by and among Popular, Inc., AP Carib Holdings, Ltd., Carib Acquisition, Inc. and EVERTEC Group, LLC (incorporated by reference to Exhibit 2.1 of Popular, Inc.'s Current Report on Form 8-K filed on October 6, 2010, File No. 001-34084)
2.6	Letter Agreement re: amendment to Merger Agreement, dated as of July 31, 2013, by and among Popular, Inc., EVERTEC Group, LLC (on behalf of itself and as successor in interest to Carib Acquisition, Inc.) and AP Carib Holdings, Ltd. (incorporated by reference to Exhibit 10.2 of EVERTEC, Inc.'s Current Report on Form 8-K filed on August 6, 2013, File No. 001-35872)
3.1	Amended and Restated Certificate of Incorporation of EVERTEC, Inc. (incorporated by reference to Exhibit 3.1 of EVERTEC, Inc.'s Current Report on Form 8-K filed on April 23, 2013, File No. 001-35872)
3.2	Amended and Restated Bylaws of EVERTEC, Inc. (incorporated by reference to Exhibit 3.2 of EVERTEC, Inc.'s Current Report on Form 8-K filed on April 23, 2013, File No. 001-35872)
4.1	Form of common stock certificate of EVERTEC, Inc. (incorporated by reference to Exhibit 4.9 of EVERTEC, Inc.'s Amendment No. 2 to the Registration Statement on Form S-1 filed on March 28, 2013, File No. 333-186487)
4.2	Stockholder Agreement, dated April 17, 2012, by and among EVERTEC, Inc. and the holders party thereto (incorporated by reference to Exhibit 99.1 of Popular, Inc.'s Current Report on Form 8-K filed on April 23, 2012, File No. 001-34084)
4.3	First Amendment to the Stockholder Agreement, dated March 27, 2013, by and among EVERTEC, Inc. and the holders party thereto (incorporated by reference to Exhibit 4.10 of EVERTEC, Inc.'s Amendment No. 3 to the Registration Statement on Form S-1 filed on April 2, 2013, File No. 333-186487)
4.4	Second Amendment to the Stockholder Agreement, dated June 30, 2013, by and among EVERTEC, Inc. and the holders party thereto (incorporated by reference to Exhibit 10.1 of EVERTEC, Inc.'s Quarterly Report on Form 10-Q filed on August 14, 2013, File No. 001-35872)
4.5	Third Amendment to the Stockholder Agreement, dated November 13, 2013, by and among EVERTEC, Inc. and the holders party thereto (incorporated by reference to Exhibit 4.5 of EVERTEC, Inc.'s Annual Report on Form 10-K filed on March 17, 2014, File No. 001-35872)

10.1	Credit Agreement, dated November 27, 2018, among EVERTEC, Inc., EVERTEC Group, LLC, the lenders party thereto from time to time, Bank of America, N.A., as administrative agent, collateral agent, swingline lender and L/C issuer, Bank of America, N.A. (solely with respect to the Term B Facility), Merrill Lynch Pierce, Fenner & Smith Incorporated (or any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation's or any of its subsidiaries' investment banking, commercial lending services or related businesses may be transferred following the date of this Agreement) (solely with respect to the Term A Facility and the Revolving Credit Facility), SunTrust Robinson Humphrey, Inc., Citigroup Global Markets Inc., Goldman Sachs Bank USA and JPMorgan Chase Bank, N.A., as joint lead arrangers, Bank of America, N.A. (solely with respect to the Term B Facility), Merrill Lynch Pierce, Fenner & Smith Incorporated (or any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation's or any of its subsidiaries' investment banking, commercial lending services or related businesses may be transferred following the date of this Agreement) (solely with respect to the Term A Facility and the Revolving Credit Facility), SunTrust Robinson Humphrey, Inc., Citigroup Global Markets Inc., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A. and Deutsche Bank Securities Inc., as joint bookrunners, Goldman Sachs Bank USA, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank Securities Inc. and FirstBank Puerto Rico and Scotiabank de Puerto Rico as co-syndication agents (incorporated by reference to Exhibit 10.1 of EVERTEC, Inc.'s Current Report on Form 8-K filed on November 28, 2018, File No. 001-35872)
10.2	Collateral Agreement, dated as of November 27, 2018, among EVERTEC, Inc., EVERTEC Group, LLC, each subsidiary loan party identified therein and Bank of America, N.A., as collateral agent (incorporated by reference to Exhibit 10.2 of EVERTEC, Inc.'s Current Report on Form 8-K filed on November 28, 2018, File No. 001-35872)
10.3	Guarantee Agreement, dated as of November 27, 2018, by and among EVERTEC, Inc., EVERTEC Group, LLC, the loan parties identified on the signature pages thereof and Bank of America, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.3 of EVERTEC, Inc.'s Current Report on Form 8-K filed on November 28, 2018, File No. 001-35872)
10.4++	Amended and Restated Master Service Agreement, dated as of September 30, 2010, by and among Popular, Inc. Banco Popular de Puerto Rico and EVERTEC Group, LLC (incorporated by reference to Exhibit 10.7 of EVERTEC, Inc.'s Amendment No. 3 to the Registration Statement on Form S-1 filed on April 2, 2013, File No. 333-186487)
10.5	Technology Agreement, made and entered into as of September 30, 2010, by and between Popular, Inc. and EVERTEC Group, LLC (incorporated by reference to Exhibit 99.4 of Popular, Inc.'s Current Report on Form 8-K filed on October 6, 2010, File No. 001-34084)
10.6	Amended and Restated Independent Sales Organization Sponsorship and Services Agreement, dated as of September 30, 2010, by and between Banco Popular de Puerto Rico and EVERTEC Group, LLC (incorporated by reference to Exhibit 10.7 of Registration Statement on Form S-4 of EVERTEC Group, LLC, filed on April 14, 2011, File No. 333-173504)
10.7	IP Purchase and Sale Agreement, dated June 30, 2010, by and between Popular, Inc. (and Affiliates and Subsidiaries) and EVERTEC Group, LLC (incorporated by reference to Exhibit 10.1 of Popular, Inc.'s Current Report on Form 8-K filed on July 8, 2010, File. No. 001-34084)
10.8	Tax Payment Agreement, dated as of April 17, 2012, by and among EVERTEC, Inc., EVERTEC Intermediate Holdings, LLC and EVERTEC Group, LLC (incorporated by reference to Exhibit 10.2 of Current Report on Form 8-K of EVERTEC Group, LLC, filed on April 18, 2012, File No. 333-173504)
10.9	Stock Contribution and Exchange Agreement, dated as of April 17, 2012, by and among EVERTEC Intermediate Holdings, LLC, EVERTEC, Inc., and the holders shares of common stock of EVERTEC Intermediate Holdings, LLC (incorporated by reference to Exhibit 10.41 of EVERTEC, Inc.'s Amendment No. 1 to the Registration Statement on Form S-1 filed on March 14, 2013, File No. 333-186487)
10.10++	Amended and Restated ATH Network Participation Agreement, dated as of September 30, 2010, by and between Banco Popular de Puerto Rico and EVERTEC Group, LLC and service riders related thereto (incorporated by reference to Exhibit 10.48 of EVERTEC, Inc.'s Registration Statement on Form S-1 filed on February 6, 2013, File No. 333-186487)
10.11++	ATH Support Agreement, dated as of September 30, 2010, by and between Banco Popular de Puerto Rico and EVERTEC Group, LLC (incorporated by reference to Exhibit 10.49 of EVERTEC, Inc.'s Registration Statement on Form S-1 filed on February 6, 2013, File No. 333-186487)

10.12	Virgin Islands Services Agreement, dated as of September 15, 2010, by and between EVERTEC Group, LLC and Banco Popular de Puerto Rico (incorporated by reference to Exhibit 10.54 of EVERTEC, Inc.'s Registration Statement on Form S-1 filed on February 6, 2013, File No. 333-186487)
10.13	Master Lease Agreement, dated as of April 1, 2004, by and between EVERTEC Group, LLC and Banco Popular de Puerto Rico (incorporated by reference to Exhibit 10.55 of EVERTEC, Inc.'s Registration Statement on Form S-1 filed on February 6, 2013, File No. 333-186487)
10.14	First Amendment to Master Lease Agreement, dated as of January 1, 2006, by and between EVERTEC Group, LLC and Banco Popular de Puerto Rico (incorporated by reference to Exhibit 10.56 of EVERTEC, Inc.'s Registration Statement on Form S-1 filed on February 6, 2013, File No. 333-186487)
10.15	Second Amendment to Master Lease Agreement, dated as of April 23, 2010, by and between EVERTEC Group, LLC and Banco Popular de Puerto Rico (incorporated by reference to Exhibit 10.57 of EVERTEC, Inc.'s Registration Statement on Form S-1 filed on February 6, 2013, File No. 333-186487)
10.16	Third Amendment to Master Lease Agreement, dated as of September 30, 2010, by and between EVERTEC Group, LLC and Banco Popular de Puerto Rico (incorporated by reference to Exhibit 10.58 of EVERTEC, Inc.'s Registration Statement on Form S-1 filed on February 6, 2013, File No. 333-186487)
10.17+	EVERTEC, Inc. 2013 Equity Incentive Plan (incorporated by reference to Exhibit 10.61 to EVERTEC, Inc.'s Amendment No. 1 to the Registration Statement on Form S-1 filed on March 14, 2013, File No. 333-186487)
10.18	Form of Indemnification Agreement by and among EVERTEC, Inc. and its directors (incorporated by reference to Exhibit 10.62 of EVERTEC, Inc.'s Amendment No. 1 to the Registration Statement on Form S-1 filed on March 14, 2013, File No. 333-186487)
10.19+	Restricted Stock Unit Award Agreement for grant of restricted stock units to executive officers with employment agreements under the EVERTEC, Inc. 2013 Equity Incentive Plan, dated February 19, 2016, by and between EVERTEC, Inc. and the executive (applicable to Morgan M. Schuessler, Jr., Philip E. Steurer, and Luis A. Rodríguez) (incorporated by reference to Exhibit 10.32 of EVERTEC, Inc.'s Annual Report on Form 10-K filed on February 28, 2018, File No. 001-35872)
10.20+	Restricted Stock Unit Award Agreement for grant of restricted stock units to executive officers without employment agreements under the EVERTEC, Inc. 2013 Equity Incentive Plan, dated February 19, 2016, by and between EVERTEC, Inc. and the executive (applicable to Miguel Vizcarrondo, Carlos Ramírez, Joaquín A. Castrillo and Paola Pérez) (incorporated by reference to Exhibit 10.33 to EVERTEC, Inc.'s Annual Report on Form 10-K on February 28, 2018, File No. 001-35872)
10.21	Share Purchase Promise Agreement (Contrato de Promesa de Compraventa de Acciones), dated as of February 17, 2017, by and among EVERTEC Group, LLC, Fondo de Inversión Privado Mater, Inversiones San Bernardo, SpA, Inversiones Supernova SpA, Inversiones y Asesonás Bayona Limitada, Inversiones Hagerdorn y Morales Limitada, Christian Hagedorn Hitschfeld and Inversiones Viaimaca Limitada [English Translation] (incorporated by reference to Exhibit 10.1 of Current Report on Form 8-K of EVERTEC, Inc., filed on February 22, 2017, File No. 001-35872)
10.22+	Separation Agreement and General Release, dated as of September 9, 2016, by and between EVERTECGroup, LLC and Arturo Díaz-Abramo (incorporated by reference to Exhibit 10.56 of EVERTEC, Inc.'sQuarterly Report on Form 10-Q filed on November 3, 2016, File No. 001-35872)
10.23	Share Purchase Agreement (Contrato de Compraventa de Acciones), dated as of July 3, 2017, by and among EVERTEC Group, LLC, EVERTEC Panamá, S.A., Fondo de Inversión Privado Mater, Inversiones San Bernardo SpA, Asesorías e Inversiones Supernova SpA, Inversiones y Asesorías Bayona Limitada, Inversiones Hagerdorn y Morales Limitada, Christian Hagedown Hitschfeld and Inversiones Vaimaca Limitada [English Translation] (incorporated by reference to Exhibit 10.1 of EVERTEC, Inc.'s Current Report on Form 8-K filed on July 3, 2017, File No. 001-35872)
10.24+	Separation Agreement and General Release, dated as of April 24, 2017, between EVERTEC Group,LLC, EVERTEC USA, LLC and Mariana Lischner Goldvarg (Filed as Exhibit 10.1 to the Company's Current Report on Form 8-K on April 25, 2017, File No. 001-35872)
10.25	Restricted Stock Award Agreement for grant of restricted stock to directors under the EVERTEC, Inc. 2013 Equity Incentive Plan, dated as of June 1, 2017, by and between EVERTEC, Inc. and the director (applicable to Frank G. D'Angelo,

Thomas W. Swidarski, Jorge Junquera, Alan H. Schumacher, Olga Botero, Brian J. Smith, and Teresita Loubriel) (incorporated by reference to Exhibit 10.38 of EVERTEC, Inc.'s Annual Report on Form 10-K filed on February 28, 2018, File No. 001-35872)

10.26+	Restricted Stock Unit Award Agreement for grant of restricted stock units to executive officers with employment agreements under the EVERTEC, Inc. 2013 Equity Incentive Plan, dated February 24, 2017, by and between EVERTEC, Inc. and the executive (applicable to Morgan M. Schuessler, Jr., Peter J. S. Smith, Luis A. Rodríguez, Guillermo Rospigliosi, and Philip E. Steurer) (incorporated by reference to Exhibit 10.39 of EVERTEC, Inc.'s Annual Report on Form 10-K on February 28, 2018, File No. 001-35872)
10.27+	Restricted Stock Unit Award Agreement for grant of restricted stock units to executive officers without employment agreements under the EVERTEC, Inc. 2013 Equity Incentive Plan, dated February 24, 2017, by and between EVERTEC, Inc. and the executive (applicable to Miguel Vizcarrondo and Carlos Ramírez) (filed as Exhibit 10.40 to EVERTEC, Inc.'s Annual Report on Form 10-K on February 28, 2018, File No. 001-35872)
10.28+	Restricted Stock Unit Award Agreement for grant of restricted stock units under the EVERTEC, Inc. 2013 Equity Incentive Plan, dated February 24, 2017 (applicable to Joaquín A. Castrillo and Paola Pérez) (incorporated by reference to Exhibit 10.2 to EVERTEC, Inc.'s Quarterly Report on Form 10-Q filed on May 3, 2018, File No. 001-35872)
10.29+	Restricted Stock Unit Award Agreement for special retention grant of restricted stock unit for executive officers under the EVERTEC, Inc. 2013 Equity Incentive Plan, dated November 20, 2017, by and between EVERTEC, Inc. and the executive (applicable to Morgan M. Schuessler, Jr., Peter J. S. Smith, Miguel Vizcarrondo, Philip E. Steurer, Carlos Ramírez, Guillermo Rospigliosi, Luis A. Rodríguez, Joaquín A. Castrillo, and Paola Pérez) (incorporated by reference to Exhibit 10.41 to EVERTEC, Inc.'s Annual Report on Form 10-K filed on February 28, 2018, File No. 001-35872)
10.30+	Restricted Stock Unit Award Agreement for grant of restricted stock units to executive officers under the EVERTEC, Inc. 2013 Equity Incentive Plan, dated February 28, 2018 by and between EVERTEC, Inc. and the executive (applicable to Morgan M. Schuessler, Peter J.S. Smith, Miguel Vizcarrondo, Philip E. Steurer, Luis A. Rodríguez, and Paola Pérez) (incorporated by reference to Exhibit 10.4 to EVERTEC, Inc.'s Quarterly Report on Form 10-Q filed on May 3, 2018, File No. 001-35872)
10.31+	Restricted Stock Unit Award Agreement for grant of restricted stock units under the EVERTEC, Inc. 2013 Equity Incentive Plan, dated February 28, 2018, by and between EVERTEC, Inc. and Joaquín A. Castrillo (incorporated by reference to Exhibit 10.4 to EVERTEC, Inc.'s Quarterly Report on Form 10-Q filed on October 31, 2018, File No. 001-35872)
10.32+	Restricted Stock Award Agreement for grant of restricted stock to directors under the EVERTEC, Inc. 2013 Equity Incentive Plan, dated as of May 24, 2018, by and between EVERTEC, Inc. and the director (applicable to Frank G. D'Angelo, Thomas W. Swidarski, Jorge A. Junquera, Alan H. Schumacher, Olga Botero, Brian J. Smith, and Teresita Loubriel) (incorporated by reference to Exhibit 10.1 to EVERTEC, Inc.'s Quarterly Report on Form 10-Q filed on August 2, 2018, File No. 001-35872)
10.33*+	Employment Agreement, dated as of November 8, 2018, by and between EVERTEC Group, LLC and Morgan M. Schuessler, Jr.
10.34*+	Form of EVERTEC Group, LLC Executive Severance Policy (Applicable to Joaquin A. Castrillo-Salgado, Paola Pérez, Luis A. Rodríguez, Philip E. Steurer, Guillermo Rospigliosi and Miguel Vizcarrondo)
21.1*	Subsidiaries of EVERTEC, Inc.
23.1*	Consent of Deloitte & Touche LLP, independent registered public accountants
31.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

101.INS XBRL**	Instance document
101.SCH XBRL**	Taxonomy Extension Schema

101.CAL XBRL**	Taxonomy Extension Calculation Linkbase
101.DEF XBRL**	Taxonomy Extension Definition Linkbase
101.LAB XBRL**	Taxonomy Extension Label Linkbase
101.PRE XBRL**	Taxonomy Extension Presentation Linkbase

* Filed herewith.

** Furnished herewith.

\+ This exhibit is a management contract or a compensatory plan or arrangement.

++ Confidential treatment has been requested with respect to certain portions of this exhibit. Omitted portions have been filed separately with the SEC.

SIGNATURES

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,

EVERTEC, Inc.

Date: February 26, 2019

By: /s/ Morgan M. Schuessler, Jr.
Morgan M. Schuessler, Jr.
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Morgan M. Schuessler, Jr. Morgan M. Schuessler, Jr.	Chief Executive Officer (Principal Executive Officer)	February 26, 2019
/s/ Joaquin A. Castrillo-Salgado Joaquin A. Castrillo-Salgado	Chief Financial Officer (Principal Financial and Accounting Officer)	February 26, 2019
/s/ Frank G. D’Angelo Frank G. D’Angelo	Chairman of the Board	February 26, 2019
/s/ Teresita Loubriel Teresita Loubriel	Director	February 26, 2019
/s/ Alan H. Schumacher Alan H. Schumacher	Director	February 26, 2019
/s/ Thomas W. Swidarski Thomas W. Swidarski	Director	February 26, 2019
/s/ Jorge A. Junquera Jorge A. Junquera	Director	February 26, 2019
/s/ Nestor O. Rivera Nestor O. Rivera	Director	February 26, 2019
/s/ Olga M. Botero Olga M. Botero	Director	February 26, 2019

/s/ Brian J. Smith Brian J. Smith	Director	February 26, 2019

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Audited Consolidated Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of EVERTEC, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of EVERTEC, Inc. and subsidiaries (the "Company") as of December 31, 2018 and 2017, the related consolidated statements of income and comprehensive income, shareholders' equity, and cash flows, for each of the three years in the period ended December 31, 2018, and the related notes and the schedule listed in the Index at Item 15 (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 26, 2019, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP

San Juan, Puerto Rico
February 26, 2019
Stamp No. E360667
affixed to original

We have served as the Company’s auditor since 2015.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of EVERTEC, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of EVERTEC, Inc. and subsidiaries (the "Company") as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2018, of the Company and our report dated February 26, 2019, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

San Juan, Puerto Rico
February 26, 2019
Stamp No. E360668
affixed to original

EVERTEC, Inc. Consolidated Balance Sheets
(Dollar amounts in thousands, except share data)

	December 31, 2018	December 31, 2017
Assets		
Current Assets:		
Cash and cash equivalents	$ 69,973	$ 50,423
Restricted cash	16,773	9,944
Accounts receivable, net	100,323	83,328
Prepaid expenses and other assets	29,124	25,011
Total current assets	216,193	168,706
Investment in equity investee	12,149	13,073
Property and equipment, net	36,763	37,924
Goodwill	394,644	398,575
Other intangible assets, net	259,269	279,961
Deferred tax asset	1,917	988
Other long-term assets	6,357	3,561
Total assets	$ 927,292	$ 902,788
Liabilities and stockholders' equity		
Current Liabilities:		
Accrued liabilities	$ 57,006	$ 38,451
Accounts payable	47,272	41,135
Unearned income	11,527	7,737
Income tax payable	6,650	1,406
Current portion of long-term debt	14,250	46,487
Short-term borrowings	—	12,000
Total current liabilities	136,705	147,216
Long-term debt	524,056	557,251
Deferred tax liability	9,950	13,820
Unearned income—long-term	26,075	23,486
Other long-term liabilities	14,900	13,039
Total liabilities	711,686	754,812
Commitments and contingencies (Note 22)		
Stockholders' equity		
Preferred stock, par value $0.01; 2,000,000 shares authorized; none issued	—	—
Common stock, par value $0.01; 206,000,000 shares authorized; 72,378,710 shares issued and outstanding at December 31, 2018 (December 31, 2017 - 72,393,933)	723	723
Additional paid-in capital	5,783	5,350
Accumulated earnings	228,742	148,887
Accumulated other comprehensive loss, net of tax	(23,789)	(10,848)
Total EVERTEC, Inc. stockholders' equity	211,459	144,112
Non-controlling interest	4,147	3,864
Total equity	215,606	147,976
Total liabilities and equity	$ 927,292	$ 902,788

The accompanying notes are an integral part of these audited consolidated financial statements.

EVERTEC, Inc. Consolidated Statements of Income and Comprehensive Income
(Dollar amounts in thousands, except per share data)

	Years ended December 31,		
	2018	2017	2016
Revenues (affiliates Note 21)	$ 453,869	$ 407,144	$ 389,507
Operating costs and expenses			
Cost of revenues, exclusive of depreciation and amortization shown below	196,957	200,650	175,809
Selling, general and administrative expenses	68,717	56,161	46,986
Depreciation and amortization	63,067	64,250	59,567
Total operating costs and expenses	328,741	321,061	282,362
Income from operations	125,128	86,083	107,145
Non-operating income (expenses)			
Interest income	787	716	377
Interest expense	(30,044)	(29,861)	(24,617)
Earnings (losses) of equity method investment	692	604	(52)
Other income, net	2,602	2,657	544
Total non-operating expenses	(25,963)	(25,884)	(23,748)
Income before income taxes	99,165	60,199	83,397
Income tax expense	12,596	4,780	8,271
Net income	86,569	55,419	75,126
Less: Net income attributable to non-controlling interest	299	365	90
Net income attributable to EVERTEC, Inc.'s common stockholders	86,270	55,054	75,036
Other comprehensive (loss) income, net of tax of $345, $122 and $176			
Foreign currency translation adjustments	(10,564)	(635)	(3,360)
(Loss) gain on cash flow hedges	(2,377)	2,178	(1,449)
Total comprehensive income attributable to EVERTEC, Inc.'s common stockholders	$ 73,329	$ 56,597	$ 70,227
Net income per common share - basic attributable to EVERTEC, Inc.'s common stockholders	$ 1.19	$ 0.76	$ 1.01
Net income per common share - diluted attributable to EVERTEC, Inc.'s common stockholders	$ 1.16	$ 0.76	$ 1.01
Cash dividends declared per share	$ 0.10	$ 0.30	$ 0.40

The accompanying notes are an integral part of these audited consolidated financial statements.

EVERTEC, Inc. Consolidated Statements of Changes in Stockholders’ Equity
(Dollar amounts in thousands, except share data)

	Number of Shares of Common Stock	Common Stock	Additional Paid-in Capital	Accumulated Earnings	Accumulated Other Comprehensive Loss	Non-Controlling Interest	Total Stockholders’ Equity
Balance at December 31, 2015	74,988,210	$ 750	$ 9,718	$ 95,328	$ (7,582)	$ —	$ 98,214
Share-based compensation recognized	—	—	6,408	—	—	—	6,408
Repurchase of common stock	(2,504,427)	(25)	(15,594)	(24,327)	—	—	(39,946)
Stock options exercised, net of cashless exercise	8,393	—	(79)	—	—	—	(79)
Restricted stock grants and units delivered, net of cashless exercise	142,856	1	(471)	—	—	—	(470)
Net income	—	—	—	75,036	—	90	75,126
Non-controlling interest on acquisition	—	—	—	—	—	3,409	3,409
Cash dividends declared on common stock	—	—	—	(29,696)	—	—	(29,696)
Dividend reversal for forfeited options	—	—	18	—		—	18
Other comprehensive loss	—	—	—	—	(4,809)		(4,809)
Balance at December 31, 2016	72,635,032	726	—	116,341	(12,391)	3,499	108,175
Cumulative adjustment from the implementation of ASU 2016-09				4,203			4,203
Share-based compensation recognized	—	—	9,642	—	—	—	9,642
Repurchase of common stock	(465,240)	(5)	(2,702)	(4,964)	—	—	(7,671)
Stock options exercised, net of cashless exercise	8,798	—	(91)	—	—	—	(91)
Restricted stock grants and units delivered, net of cashless exercise	215,343	2	(1,499)	—	—	—	(1,497)
Net income	—	—	—	55,054	—	365	55,419
Cash dividends declared on common stock	—	—	—	(21,747)	—	—	(21,747)
Other comprehensive income	—	—	—	—	1,543	—	1,543
Balance at December 31, 2017	72,393,933	723	5,350	148,887	(10,848)	3,864	147,976
Cumulative adjustment from implementation of ASC 606		—	—	858	—	(16)	842
Share-based compensation recognized	—	—	12,592	—	—	—	12,592
Repurchase of common stock	(367,403)	(4)	(9,996)	—	—	—	(10,000)
Restricted stock units delivered, net of cashless	352,180	4	(2,163)	—	—	—	(2,159)
Net income	—	—	—	86,270	—	299	86,569
Cash dividends declared on common stock	—	—	—	(7,273)	—	—	(7,273)
Other comprehensive loss	—	—	—	—	(12,941)	—	(12,941)
Balance at December 31, 2018	72,378,710	$ 723	$ 5,783	$ 228,742	$ (23,789)	$ 4,147	$ 215,606

The accompanying notes are an integral part of these audited consolidated financial statements.

EVERTEC, Inc. Consolidated Statements of Cash Flows
(In thousands)

	Years ended December 31,		
	2018	2017	2016
Cash flows from operating activities			
Net income	$ 86,569	$ 55,419	$ 75,126
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	63,067	64,250	59,567
Amortization of debt issue costs and accretion of discount	4,316	5,128	4,334
Loss on extinguishment of debt	2,645	—	1,476
Provision for doubtful accounts and sundry losses	2,112	843	1,990
Deferred tax benefit	(4,611)	(4,306)	(4,594)
Share-based compensation	12,592	9,642	6,408
Loss on impairment of software	—	11,441	2,277
Loss on disposition of property and equipment and other intangibles	109	430	453
(Earnings) losses of equity method investment	(692)	(604)	52
Dividend received from equity method investment	390	—	—
(Increase) decrease in assets:			
Accounts receivable	(18,181)	(2,099)	(2,583)
Prepaid expenses and other assets	(3,911)	(4,048)	(1,426)
Other long-term assets	(4,432)	1,654	(1,790)
Increase (decrease) in liabilities:			
Accounts payable and accrued liabilities	16,057	(870)	14,594
Income tax payable	5,245	(349)	405
Unearned income	7,021	8,444	8,018
Other long-term liabilities	4,438	811	3,747
Total adjustments	86,165	90,367	92,928
Net cash provided by operating activities	172,734	145,786	168,054
Cash flows from investing activities			
Additions to software	(27,386)	(22,174)	(23,819)
Acquisitions, net of cash acquired	—	(42,836)	(15,600)
Property and equipment acquired	(13,933)	(11,290)	(18,450)
Proceeds from sales of property and equipment	19	32	81
Net cash used in investing activities	(41,300)	(76,268)	(57,788)
Cash flows from financing activities			
Proceeds from issuance of long-term debt	545,000	—	75,763
Debt issuance costs	(4,418)	—	(4,830)
Net decrease in short-term borrowings	(12,000)	(16,000)	11,000
Repayments of borrowings for purchase of equipment and software	(720)	(2,373)	(2,213)
Dividends paid	(7,273)	(21,762)	(29,696)
Withholding taxes paid on share-based compensation	(2,159)	(1,588)	(548)
Repurchase of common stock	(10,000)	(7,671)	(39,946)
Repayment of long-term debt	(613,485)	(19,789)	(96,741)
Credit amendment fees	—	—	(3,587)

Net cash used in financing activities	(105,055)	(69,183)	(90,798)
Net increase in cash, cash equivalents and restricted cash	26,379	335	19,468
Cash, cash equivalents and restricted cash at beginning of the period	60,367	60,032	40,564
Cash, cash equivalents and restricted cash at end of the period	$ 86,746	$ 60,367	$ 60,032
Reconciliation of cash, cash equivalents and restricted cash			
Cash and cash equivalents	$ 69,973	$ 50,423	$ 51,920
Restricted cash	16,773	9,944	8,112
Cash, cash equivalents and restricted cash	$ 86,746	$ 60,367	$ 60,032
Supplemental disclosure of cash flow information:			
Cash paid for interest	26,891	25,379	22,535
Cash paid for income taxes	9,750	9,930	8,697
Supplemental disclosure of non-cash activities:			
Payable due to vendor related to property and equipment and software acquired	317	1,037	3,302

The accompanying notes are an integral part of these audited consolidated financial statements.

Notes to Audited Consolidated Financial Statements

Note 1—The Company and Summary of Significant Accounting Policies

The Company

EVERTEC, Inc. (formerly known as Carib Latam Holdings, Inc.) and its subsidiaries (collectively the "Company," or "EVERTEC") is a leading full-service transaction processing business in Latin America and the Caribbean. The Company is based in Puerto Rico and provides a broad range of merchant acquiring, payment services and business process management services across 26 countries in the region. EVERTEC owns and operates the ATH network, one of the leading automated teller machine ("ATM") and personal identification number ("PIN") debit networks in Latin America. In addition, EVERTEC provides a comprehensive suite of services for core bank processing, cash processing and technology outsourcing in the regions the Company serves. EVERTEC serves a broad and diversified customer base of leading financial institutions, merchants, corporations and government agencies with solutions that are essential to their operations, enabling them to issue, process and accept transactions securely.

Initial Public Offering and Other Public Offerings

On April 17, 2013, the Company completed its initial public offering of 28,789,943 shares of common stock at a price to the public of $20.00 per share. On September 18, 2013 and December 13, 2013, the Company completed public offerings of 23,000,000 and 15,233,273 shares, respectively, of the Company's common stock by Apollo Global Management, LLC ("Apollo") and Popular, Inc. ("Popular"), and current and former employees. As of December 31, 2018, Popular owned approximately 11.7 million shares of EVERTEC's common stock, or 16.1% and Apollo no longer owns any of the Company's common stock.

Basis of Presentation

The consolidated financial statements of EVERTEC have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). In the opinion of management, the accompanying consolidated financial statements, prepared in accordance with GAAP, contain all adjustments, all of which are normal and recurring in nature, necessary for a fair presentation.

A summary of the most significant accounting policies used in preparing the accompanying consolidated financial statements is as follows:

Principles of Consolidation

The accompanying consolidated financial statements include the accounts and operations of the Company, which are presented in accordance with GAAP. The Company consolidates all entities that are controlled by ownership of a majority voting interest. Intercompany accounts and transactions are eliminated in the consolidated financial statements.

Use of Estimates

The preparation of the accompanying consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period.

Revenue Recognition

The Company's revenue recognition policy follows the guidance from Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers*, which provides guidance on the recognition, presentation, and disclosure of revenue from contracts with customers in consolidated financial statements.

The Company recognizes revenue when (or as) control of goods or services are transferred to a customer. The transfer of control occurs when the customer can direct the use of and receive substantially all the benefits from the transferred good or service. Therefore, revenue is recognized over time (typically for services) or at a point in time (typically for goods).

The assessment of revenue recognition is performed by the Company based on the five-step model established in Topic 606, as follows: Step 1: Identify the contract with customer; Step 2: Identify the performance obligations in the contract; Step 3:

Determine the transaction price; Step 4: Allocate the transaction price to the performance obligations in the contract; and Step 5: Recognize revenue when or as the entity satisfies a performance obligation.

At contract inception, the Company evaluates whether the contract (i) is legally enforceable; (ii) approved by both parties; (iii) properly defines rights and obligations of the parties, including payment terms; (iv) has commercial substance; and (v) collection of substantially all consideration entitled is probable, before proceeding with the assessment of revenue recognition. If any of these requirements is not met, the contract does not exist for purposes of the model and any consideration received is recorded as a liability. A reassessment may be performed in a later date upon change in facts and circumstances. The Company also evaluates within this step if contracts issued within a period of 6 months with the same customer should be accounted for as a single contract. The Company’s contracts with customers may be modified through amendments, change requests and waivers. Upon receipt, modifications of contracts with customers are evaluated to determine if must be accounted for: (i) as a separate contract, (ii) a cumulative catch-up, or (iii) as a termination and creation of a new contract. Contract modifications must also comply with the requirements to determine if a contract with a customer exists for accounting purposes.

To identify performance obligations within contracts with customers, the Company first identifies all the promises in the contract (i.e., explicit and implicit). This includes the customer’s options to acquire additional goods or services for free or at a discount in exchange for an upfront payment. Then, the Company proceeds to exclude the immaterial promises from the assessment of identifying performance obligations; and to evaluate if customer’s options to acquire additional goods or services represent a material right based on corporate’s defined thresholds (i.e., equal or lower than 20% of contract value), to determine if they must be included in the assessment. The Company may exclude as immaterial promises, the promises with a transaction price equal or lower than 10 percent of the total contract value.

After excluding immaterial promises and options not considered a material right, the Company assesses if each material good or service (or bundle of goods or services) is distinct in nature (i.e., the customer can benefit from the good or service on its own or together with other readily available resources), and is capable of being distinct in the context of the contract (i.e., the promise to transfer the good or service is separately identifiable from other promises in the contract). A distinct good or service (or bundle of goods or services) constitutes a performance obligation.

The Company also applies the series guidance to distinct goods or services (either with a specified quantity of goods or services or a stand-ready service), with an over time revenue recognition, to determine whether they should be accounted for as a single performance obligation. These distinct goods or services are recognized as a single performance obligation when their nature and timely increments are substantially the same and have the same pattern of transfer to the customer (i.e., the distinct goods or services within the series use the same method to measure progress towards complete satisfaction). To determine if a performance obligation should be recognized over time, one or more of the following criteria must be met: (1) the customer simultaneously receives and consumes the benefits as the Company performs (i.e., routine or recurring services); (2) the customer controls the asset as the entity creates or enhances it (i.e., asset on customer’s site); or (3) the Company’s performance does not create an asset for which the Company has an alternative use and there is a right to payment for performance to date (i.e., asset built to order). Performance obligations that do not meet the over time criteria are recognized at a point in time.

In addition, in Step 2 of the model, the Company evaluates whether the practical expedient of right-to-invoice applies. If this practical expedient is applicable, steps 3, 4 and 5 are waived. For this practical expedient to apply, the right to consideration must correspond directly with the value received by the customer for the Company’s performance to date, no significant up-front payments or retroactive adjustments must exist, and specified minimums must be deemed non-substantive at the contract level. If the contract with the customer has multiple performance obligations and the practical expedient of right-to-invoice does not apply, the Company proceeds to determine the transaction price and allocate it on a stand-alone selling price basis among the different performance obligations identified in the Step 2.

The Company generally applies the expected cost-plus margin approach to determine the stand-alone selling price at the performance obligation level. In addition, for performance obligations that are satisfied over time and the right to invoice practical expedient is not available, the Company determines a method to measure progress (i.e., input or output method) based on current facts and circumstances. When these performance obligations have variable consideration within its transaction price and are part of a series, the Company allocates the variable consideration to each time increment.

As part of the revenue recognition analysis, when another party is involved in providing goods or services to a customer, the Company evaluates, for each performance obligation, whether is providing the goods or services itself (i.e., as principal), or if it is only arranging on behalf of the other party. The Company acts as principal if it controls the specified good or service before that good or service is transferred to a customer. To determine if the Company acts as an agent, the Company considers indicators, such as: (i) the responsibility to fulfill a promise; (ii) the inventory risk; and (iii) the price determination.

Investment in Equity Investee

The Company accounts for investments using the equity method of accounting if the investment provides the Company the ability to exercise significant influence, but not control, over an investee. Significant influence is generally deemed to exist if the Company has an ownership interest in the voting stock of an investor of between 20 percent and 50 percent, although other factors are considered in determining whether the equity method of accounting is appropriate. Under this method, the investment, originally recorded at cost, is adjusted to recognize the Company’s share of net income or losses as they occur. The Company’s share of investee earnings or losses is recorded, net of taxes, within earnings (losses) of equity method investment caption in the consolidated statements of income and comprehensive income. The Company’s consolidated revenues include fees for services provided to an investee accounted for under the equity method. Additionally, the Company’s interest in the net assets of its equity method investee is reflected in the consolidated balance sheets. On the acquisition of the investment any difference between the cost of the investment and the amount of the underlying equity in net assets of an investee is required to be accounted as if the investee were a consolidated subsidiary. If the difference is assigned to depreciable or amortizable assets or liabilities, then the difference should be amortized or accreted in connection with the equity earnings based on the Company’s proportionate share of the investee’s net income or loss. If the investor is unable to relate the difference to specific accounts of the investee, the difference should be considered goodwill.

The Company considers whether the fair value of its equity method investment has declined below its carrying value whenever adverse events or changes in circumstances indicate that recorded values may not be recoverable. If the Company considered any such decline to be other than temporary (based on various factors, including historical financial results, product development activities and the overall health of the investee’s industry), then the Company would record a write-down to estimated fair value.

Property and Equipment

Property and equipment are stated at cost, net of accumulated depreciation and amortization. Depreciation of property and equipment is computed using the straight-line method and expensed over their estimated useful lives. Amortization of leasehold improvements is computed over the terms of the respective leases, including renewal options considered by management to be reasonably assured of being exercised, or the estimated useful lives of the improvements, whichever is shorter. Costs of maintenance and repairs which do not improve or extend the life of the respective assets are expensed as incurred.

Impairment of Long-lived Assets

Long-lived assets to be held and used, and long-lived assets to be disposed of, are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Capitalization of Software

The Company develops software that is used in providing processing services to customers. Capitalized software includes purchased software and internally-developed software and is recognized as software packages within the other intangible assets line item in the consolidated balance sheets. Capitalization of internally developed software occurs only after the preliminary project stage is complete and technological feasibility has been achieved, and management’s estimation that the likelihood of successful development and implementation reaches a provable level. Tasks that are generally capitalized are as follows: (a) system design of a chosen path including software configuration and software interfaces; (b) employee costs directly associated with the internal-use computer software project; (c) software development (coding) and software and system testing and verification; (d) system installation; and (e) enhancements that add function and are considered permanent. These tasks are capitalized and amortized using the straight line method over its estimated useful life, which range from three to ten years and is included in depreciation and amortization in the consolidated statements of income and comprehensive income.

The Company capitalizes interest costs incurred in the development of software. The amount of interest capitalized is an allocation of the interest cost incurred during the period required to substantially complete the asset. The interest rate for capitalization purposes is based on a weighted average rate on the Company’s outstanding borrowing. For the years ended December 31, 2018, 2017 and 2016, interest cost capitalized amounted to approximately $1.1 million, $0.8 million and $0.4 million, respectively.

Software and Maintenance Contracts

Software and maintenance contracts are recorded at cost. Amortization of software and maintenance contracts is computed using the straight-line method and expensed over their estimated useful lives which range from one to five years and are recognized in cost of revenues in the consolidated statements of income and comprehensive income.

Software and maintenance contracts are recognized as prepaid expenses and other assets or within other long-term assets depending on their remaining useful lives.

Goodwill and Other Intangible Assets

Goodwill represents the excess of the purchase price and related costs over the value assigned to net assets acquired. Goodwill is not amortized, but is tested for impairment at least annually, or more often if events or circumstances indicate there may be impairment.

The Company first assesses qualitative factors to determine whether it is necessary to perform the quantitative impairment test. If determined to be necessary, the quantitative impairment test shall be used to identify goodwill impairment and measure the amount of a goodwill impairment loss to be recognized (if any). The Company may assess qualitative factors to determine whether it is more likely than not, that is, a likelihood of more than 50 percent that the fair value of the reporting unit is less than its carrying amount, including goodwill. The Company has an unconditional option to bypass the qualitative assessment for any reporting unit in any period and proceed directly to performing the quantitative goodwill impairment test. The Company may resume performing the qualitative assessment in any subsequent period. The quantitative goodwill impairment test, used to identify both the existence of impairment and the amount of impairment loss, compares the fair value of a reporting unit with its carrying amount, including goodwill. If the Company determines to perform a quantitative impairment test, a third-party valuator may be engaged to prepare an independent valuation of each reporting unit. If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is considered not impaired. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss shall be recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit. Additionally, the Company shall consider the income tax effect from any tax-deductible goodwill on the carrying amount of the reporting unit, if applicable, when measuring the goodwill impairment loss. For the years ended December 31, 2018, 2017 and 2016, no impairment losses associated with goodwill were recognized.

Other identifiable intangible assets with definitive useful lives are amortized using the straight-line method or accelerated methods. These intangibles are evaluated periodically for impairment when events or changes in circumstances indicate that the carrying amounts may not be recoverable.

Other identifiable intangible assets with definitive useful lives include customer relationships, trademarks, software packages and a non-compete agreement. Customer relationships were valued using the excess earnings method under the income approach. Trademark assets were valued using the relief-from-royalty method under the income approach. Internally developed software packages, which include capitalized software development costs, are recorded at cost, while software packages acquired as part of a business combination were valued using the relief-from-royalty method under the income approach. The non-compete agreement was valued based on the estimated impact that theoretical competition would have on revenues and expenses.

Derivative Instruments and Hedging Activities

The Company uses derivative financial instruments to enhance its ability to manage its exposure to certain financial and market risks. On the date the derivative instrument contract is entered into, the Company may designate the derivative as (1) a hedge of the fair value of a recognized asset or liability or an unrecognized firm commitment (“fair value” hedge), (2) a hedge of a forecasted transaction or of the variability of cash flows to be received or paid related to a recognized asset or liability (“cash flow” hedge), or (3) as a “standalone” derivative instrument, including economic hedges that the Company has not formally documented as a fair value or cash flow hedge. Changes in the fair value of a derivative that qualifies for cash flow hedge accounting are recognized in Other Comprehensive Income (Loss). Amounts accumulated in other comprehensive income (loss) are reclassified to earnings when the related cash outflow affects earnings. Changes in the fair value of a derivative instrument that is highly effective and that is designated and qualifies as a fair value hedge, along with changes in the fair value of the hedged asset or liability that are attributable to the hedged risk (including gains or losses on firm commitments), are recorded in current-period earnings. Similarly, the changes in the fair value of stand-alone derivative instruments or derivatives not qualifying or designated for hedge accounting are reported in current-period earnings. The Company recognizes all derivative financial instruments in the Consolidated Balance Sheets as assets or liabilities at fair value. The Company presents derivative assets and derivative liabilities separately in the Consolidated Balance Sheets. The Company does not enter into derivative financial instruments for speculative purposes.

Income Tax

Income taxes are accounted for under the asset and liability method. A temporary difference refers to a difference between the tax basis of an asset or liability, determined based on recognition and measurement requirements for tax positions, and its reported amount in the financial statements that will result in taxable or deductible amounts in future years when the reported amount of the asset or liability is recovered or settled, respectively. Deferred tax assets and liabilities represent the future effects on income taxes that result from temporary differences and carryforwards that exist at the end of a period. Deferred tax assets and liabilities are measured using enacted tax rates and provisions of the enacted tax law and are not discounted to reflect the time-value of money. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the consolidated statements of income and comprehensive income in the period that includes the enactment date. A deferred tax valuation allowance is established if it is considered more likely than not that all or a portion of the deferred tax asset will not be realized.

The Company recognizes the benefit of uncertain tax positions only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement or disposition of the underlying issue with the taxing authority. Accordingly, the amount of benefit recognized in the consolidated financial statements may differ from the amount taken or expected to be taken in the tax return resulting in unrecognized tax benefits (“UTBs”). The Company recognizes the interest and penalties associated with UTBs as part of the provision for income taxes on its consolidated statements of income and comprehensive income. Accrued interest and penalties are included on the related tax liability line in the consolidated balance sheets.

All companies within EVERTEC are legal entities which file separate income tax returns.

Cash and cash equivalents

Cash includes cash on hand and in banks and certificates of deposits with original maturities of three months or less.

Restricted Cash

Restricted cash represents cash received on deposits from participating institutions of the ATH network that has been segregated for the development of the ATH brand and cash maintained as collateral for a credit facility with Popular. Also, restricted cash includes certain cash collected from the Ticketpop business and a reserve account for payment and transaction processing services to merchants. The restrictions of these accounts are based on contractual provisions entered into with third parties. This cash is maintained in separate accounts at a financial institution in Puerto Rico.

Allowance for Doubtful Accounts

An allowance for doubtful accounts is provided for based on the estimated uncollectible amounts of the related receivables. The estimate is primarily based on a review of the current status of specific accounts receivable. Receivables are considered past due if full payment is not received by the contractual date. Past due accounts are generally written off against the allowance for doubtful accounts only after all collection attempts have been exhausted.

Foreign Currency Translation

Assets and liabilities denominated in foreign currencies are translated to U.S. dollars using prevailing rates of exchange at the end of the period. Revenues, expenses, gains and losses are translated using weighted average rates for the period. The resulting foreign currency translation adjustment from operations for which the functional currency is other than the U.S. dollar is reported in accumulated other comprehensive loss. Gains and losses on transactions denominated in currencies other than the functional currencies are included in determining net income for the period in which exchange rates change.

Share-based Compensation

The Company estimates the fair value of stock-based awards, on a contemporaneous basis, at the date they are granted using the Monte Carlo simulation analysis for market based restricted stock units (“RSUs”) using the following assumptions: (1) stock price; (2) risk-free rate; (3) expected volatility; (4) expected annual dividend yield and (5) expected term. The risk-free rate is based on the U.S. Constant Maturities Treasury Interest Rate as of the grant date or the yield of a 2-year or 3-year Treasury bond, as applicable. The expected volatility is based on a combination of historical volatility and implied volatility from publicly traded companies in the Company’s industry. The expected annual dividend yield is based on management’s expectations of future dividends as of the grant date and, in certain cases, assumes that those dividends will be reinvested over the performance period. Performance and time based RSUs and restricted stock are valued based on the market price of the Company’s stock at the grant date.

Upon restricted stock or RSUs release, participants may elect to “net share settle”. Rather than requiring the participant to deliver cash to satisfy the tax withholdings, the Company withholds a sufficient number of shares to cover these amounts and delivers the net shares to the participant.

Net Income Per Common Share

Basic net income per common share is determined by dividing net income by the weighted-average number of common shares outstanding during the period.

Diluted net income per common share assumes the issuance of all potentially dilutive share equivalents using the treasury stock method. For stock options and RSUs it is assumed that the proceeds will be used to buy back shares. For stock options, such proceeds equal the average unrecognized compensation plus exercise price. For unvested restricted share units, the proceeds equal the average unrecognized compensation.

Note 2—Recent Accounting Pronouncements

Recently adopted accounting pronouncements

In March 2016, the Financial Accounting Standards Board (“FASB”) issued updated guidance for accounting for employee share based payments. The areas for simplification in this Update involve several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. The Company has adopted this guidance in the first quarter of 2017 with the following effects on its Consolidated Financial Statements:

- All excess tax benefits and tax deficiencies should be recognized as income tax expense. This guidance was adopted on a modified retrospective basis with a $4.2 million cumulative impact on retained earnings and will be applied prospectively to all excess tax benefits and tax deficiencies resulting from settlements after the date of adoption. Additionally, for purposes of the diluted share count calculation for the Company's earnings per share, which is performed under the treasury stock method, the Company is no longer including excess tax benefits.

- Excess tax benefits should be classified along with other income tax cash flows as an operating activity. This guidance was adopted with no impact on the Consolidated Statement of Cash Flows and will be applied prospectively to all excess tax benefits resulting from settlements after the date of adoption.

- An entity can make an entity-wide accounting policy election to either estimate the number of awards that are expected to vest (current GAAP) or account for forfeitures when they occur. The Company has elected to account for forfeitures when they occur.

- The threshold to qualify for equity classification permits withholding up to the maximum statutory tax rates in the applicable jurisdictions. The Company has adopted this guidance with no impact on its Consolidated Financial Statements given that withholdings are calculated using actual statutory withholding tables.

- Cash paid by an employer when directly withholding shares for tax withholding purposes should be classified as a financing activity. The Company adopted this guidance with no impact on its Consolidated Statement of Cash Flows as the Company currently classifies statutory withholding taxes paid on share-based compensation as a financing activity.

During 2014, the FASB issued new guidance for revenue from contracts with customers, which requires an entity to recognize revenue that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled for the transfer of those goods or services; and also includes changes in the accounting for customer contract acquisition costs and fulfillment costs. During 2016, the FASB issued several additional updates that amended the proposed guidance. These new standards replaced most existing revenue recognition guidance in GAAP, and were effective for public business entities for interim and annual periods that began after December 15, 2017.

Management adopted the standards effective January 1, 2018, using the modified retrospective transition method, applied to only those contracts that were not completed as of January 1, 2018. The adoption using this transition method requires us to recognize the cumulative effect of initially applying the guidance at the date of initial application. Management recognized the cumulative effect of initially applying the new revenue standard with an adjustment increasing opening retained earnings by $0.9 million as of January 1, 2018. Results for reporting periods beginning after January 1, 2018 are presented under the new guidance provided by ASC Topic 606, while prior period amounts are not adjusted and continue to be reported in accordance with the Company's historic accounting under ASC Topic 605. The Company's accounting policy under ASC Topic 605 is included in the Company's 2017 Form 10-K.

The standards had the most significant impact in the following areas:

- Where the Company charges upfront fees for implementation or set-up activities, including fees charged in preproduction periods, the period over which these fees are recognized may in some cases be shorter than the Company's previous practice.
- The Company has certain contracts with an implicit price concession. The Company may enter into such implicit price concessions subsequent to the contract inception with the expectation of accepting less than the contractual amount of consideration in exchange for goods or services. Price concessions reduce the transaction price to reflect the consideration that the Company expects to be entitled to after the concession is provided.
- Revenue for certain professional services that are recognized upon completion of the services were evaluated under the new standards and determined that the revenue should be recognized over time during the development period or once in production through the term of the contract based on the transfer of control to the customer.
- Required enhancements to current disclosures around revenue recognition.

Refer to Note 3 - Revenues for discussions of the impact of adopting ASC Topic 606 on the Company's consolidated financial statements.

In August 2016, the FASB issued updated guidance for the classification of certain cash receipts and cash payments on the statement of cash flows. The amendments in this update provide specific guidance for the classification of eight issues: debt prepayment or extinguishment costs; settlement of zero-coupon debt instruments or other debt instruments with coupon interest rates that are insignificant in relation to the effective interest rate of the borrowing; contingent consideration payments made after a business combination; proceeds from the settlement of an insurance claim; proceeds from the settlement of corporate-owned life insurance policies, including bank-owned life insurance policies; distributions received from equity method investees; beneficial interests in securitization transactions; and separately identifiable cash flows and applications of the predominance principle. The Company adopted this guidance in the first quarter of 2018 with no impact on the financial statements.

In October 2016, the FASB issued updated guidance for tax treatment of intra-entity transfers of assets other than inventory. Current GAAP prohibited the recognition of current and deferred income taxes for an intra-entity asset transfer until the asset has been sold to an outside party. The Board decided that an entity should recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. Consequently, the amendments eliminate the exception for an intra-entity transfer of an asset other than inventory. The Company adopted this guidance in the first quarter of 2018 with no impact on the financial statements. Any future intra-entity transfers of assets will be analyzed under this updated guidance.

In November 2016, the FASB issued guidance regarding the classification of transactions involving restricted cash on the statement of cash flows. The amendments in this update require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The Company adopted this guidance retrospectively to all periods presented within the financial statements and has included and reconciled restricted cash within cash and cash equivalents in the Consolidated Statements of Cash Flows.

In February 2017, the FASB issued updated guidance clarifying the scope of asset derecognition guidance and accounting for partial sales of nonfinancial assets. The amendments in this update clarify the scope of the FASB's recently established guidance on nonfinancial asset derecognition (ASC 610-20) as well as the accounting for partial sales of nonfinancial assets. This update conforms the derecognition guidance on nonfinancial assets with the model for transactions in the new revenue standard. The Company adopted this guidance in the first quarter of 2018 with no impact on the financial statements.

In May 2017, the FASB issued updated guidance to clarify the scope of modifications under share-based compensation accounting. The amendments in this update provide guidance about which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting. The amendments in this update should be applied prospectively to an award modified on or after the adoption date. The Company adopted this guidance in the first quarter of 2018 and will apply this guidance to future changes in terms and conditions of share-based payment awards.

In August 2017 and October 2018, the FASB issued updated guidance to improve accounting for hedging activities. The amendments in the August 2017 update better align an entity's risk management activities and financial reporting for hedging relationships through changes to both the designation and measurement guidance for qualifying hedging relationships and the presentation of hedge results. The amendments in the October 2018 update permit use of the Overnight Index Swap rate based on Secured Overnight Financing Rate as a U.S. benchmark interest rate for hedge accounting purposes, in addition to other permissible U.S. benchmark rates. The Company adopted this guidance in the fourth quarter of 2018. With the adoption of this guidance as long as the Company's assessment for hedge effectiveness continues to indicate that a hedging relationship is highly effective, all changes in the fair value of a hedging instrument will be recorded through other comprehensive income as the updated literature eliminates accounting for hedge ineffectiveness for cash flow hedges. The adoption of this guidance did not have an impact on the Company's classification or accounting for its cash flow hedges. Additional disclosures required by the adoption of this guidance are in Note 12 - Debt and Short-term Borrowings.

Recently issued accounting pronouncements

The FASB has issued the following accounting pronouncements and guidance relevant to the Company's operations:

In June 2018, the FASB issued updated guidance for accounting for non-employee share-based payments. The update was issued as part of the FASB simplification initiative and requires an entity to apply the requirements of Topic 718 to nonemployee awards, with certain exceptions, which were previously accounted under Topic 505. The amendments in this update are effective for public business entities for fiscal years beginning after December 15, 2018, including interim periods within that fiscal year. Early adoption is permitted, but no earlier than an entity's adoption date of Topic 606. The Company will evaluate any future grants to non-employees under the updated guidance once effective.

In July 2018, the FASB issued codification improvements for various standards. The amendments represent changes to clarify, correct errors in, or make minor improvements to the codification. Certain amendments included in the update were effective upon issuance of the guidance and the Company adopted without a material impact on the consolidated condensed financial statements. The remaining guidance improvements are effective for public business entities for fiscal years beginning after December 15, 2018, including interim periods within that fiscal year. The Company is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In August 2018, the FASB issued an updated disclosure framework for fair value measurements. The amendments in the issued update remove, modify and add disclosure requirements on fair value measurements in Topic 820 Fair Value Measurements. The amendments in this update are effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. Certain amendments in the update should be applied prospectively for only the most recent interim or annual period presented in the initial fiscal year of adoption. All other amendments should be applied retrospectively to all periods presented. Early adoption is permitted upon issuance of this update. An entity is permitted to early adopt any removed or modified disclosures upon issuance of this update and delay adoption of the additional disclosures until their effective date. The Company is currently evaluating the impact of the adoption of this update on the notes to the consolidated financial statements.

In August 2018, the FASB issued updated guidance for customer's accounting for implementation costs incurred in a cloud computing arrangement that is a service contract. The amendments in this update align the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The amendments in this update are effective for public business entities for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. The amendments in this update should be applied either retrospectively or prospectively to all implementation costs incurred after the date of adoption. The Company is currently evaluating the impact of the adoption of this update to the consolidated financial statements.

In October 2018, the FASB issued updated guidance to improve related party guidance for variable interest entities. The updated guidance requires entities to consider indirect interests held through related parties under common control on a proportional basis rather than as the equivalent of a direct interest in its entirety when determining whether a decision-making fee is a variable interest. The amendments in this update are effective for public business entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019, with early adoption permitted. These amendments should be applied retrospectively with a cumulative-effect adjustment to retained earnings at the beginning of the earliest period presented. The Company does not expect the adoption of this guidance to have an impact on the consolidated financial statements.

In November 2018, the FASB issued updated guidance to clarify the interaction between the guidance for collaborative arrangements and the updated revenue recognition guidance. The amendments in this update, among other things, provide guidance on how to assess whether certain collaborative arrangement transactions should be accounted for under Topic 606. The amendments in this update are effective for public business entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019, with early adoption permitted. The Company is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

Accounting pronouncements issued prior to 2018 and not yet adopted

During 2016, the FASB issued a new standard related to Accounting Standards Codification ("ASC") Topic 842 Leases to increase transparency and comparability among organizations by recognizing Right of Use ("ROU") assets and lease liabilities on the balance sheet for all leases, other than leases that meet the definition of a short term lease, notwithstanding the lease classification. Under the standard, organizations are required to provide disclosures with the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases. For lessors, this amended guidance modifies the classification criteria and the accounting for sales-type and direct financing leases. In July 2018, the FASB issued Accounting Standards Update ("ASU") 2018-10 and ASU 2018-11, to amend narrow aspects of the standard, to add a new and optional transition method for the adoption of the new standard and provide lessors with a practical expedient, among others. The Company has elected the transition method provided by the new standard whereby it will apply the requirements of Topic 842 on a prospective basis as of the adoption date of January 1, 2019, without restating prior periods. The Company elected to apply all the practical expedients available for transition, except for the practical expedient pertaining to land easement, since it is not applicable to the Company. Accordingly, upon transition, the Company will account for its existing leases without reassessing (a) whether the contract contains a lease under ASC Topic 842, (b) whether the lease classification should be different in accordance with ASC Topic 842, and (c) whether initial direct costs before transition would have met the definition of the new leasing standard. Also, the Company will consider all facts and circumstances from lease contract inception up to the effective date of ASC Topic 842 to determine lease terms. For financing leases, the Company will change the characterization of the asset (to an ROU asset) and the obligation (to a lease liability). On adoption, the Company expects to recognize additional operating lease liabilities of approximately $36.8 million, with corresponding ROU assets of the same amount based on the present value of the remaining lease payments under current leasing standards for existing operating leases. The new standard also provides practical expedients for an entity's ongoing accounting. The Company elected to apply the short-term lease recognition exception for all leases that qualify. This means that, for those leases that qualify, the Company will not recognize ROU assets or lease liabilities. Currently, the Company does not have short-term leases. In addition, the Company elected the practical expedient of not separating lease and non-lease components for all leases. During the fourth quarter of 2018, the Company initiated the implementation of a third-party supported lease accounting information system solution to track and account for its leases, which was implemented into production in January 2019. Currently, the Company is implementing new lease accounting processes and related internal controls. As a lessor, the Company does not expect a material effect in its financial statements, business processes, systems and controls.

During 2016, the FASB issued updated guidance for the measurement of credit losses on financial instruments, which require an entity to recognize impairment based on an expected losses basis rather than on incurred losses, that might result in more timely recognition of credit losses. This guidance is further clarified and amended by an update issued in November 2018. The amendments in this update require a financial asset (or a group of financial assets) measured at amortized cost basis to be presented at the net amount expected to be collected. The allowance for credit losses is a valuation account that is deducted from the amortized cost basis of the financial asset or assets to present the net carrying value at the amount expected to be collected on the financial asset. The measurement of expected credit losses is based on relevant information about historical experience, current conditions, and reasonable and supportable forecasts that affect the collectibility of the reported amount. An entity must use judgment in determining the relevant information and estimation methods that are appropriate in its circumstances. The Company expects to adopt this guidance in the fiscal period required by this update and continues to evaluate if the adoption will have an impact on the consolidated financial statements.

Note 3 – Revenues

Summary of Revenue Recognition Accounting Policy

The Company's revenue recognition policy follows Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers*, which provides guidance on the recognition, presentation and disclosure of revenue from contracts with customers in consolidated financial statements.

Revenue is measured based on the consideration specified in a contract with a customer. Once the Company determines a contract's performance obligations and the transaction price, including an estimate of any variable consideration, the Company allocates the transaction price to each performance obligation in the contract using a stand-alone selling price ("SSP"). The Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service to a customer. Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to governmental authorities.

Nature of performance obligations

At contract inception, the Company assesses the goods and services promised in the contract with a customer and identifies a performance obligation for each promise to transfer to the customer a good or service (or bundle of goods or services) that is distinct. To identify the performance obligations, the Company considers all the goods or services promised in the contract regardless of whether they are explicitly stated or implied. Payment for the Company’s contracts with customers are typically due in full within 30 days of invoice date.

The following is a description of the Company's principal revenue generating activities, including the separate performance obligations by operating segment.

The Payment Services - Puerto Rico & Caribbean segment provides financial institutions, government entities and other issuers services to process credit, debit and prepaid cards; automated teller machines and electronic benefit transfer (“EBT”) card programs (which principally consist of services to the government of Puerto Rico for the delivery of benefits to participants). Revenue is principally derived from fixed fees per transaction and time and material basis billing for professional services provided to enhance the existing hosted platforms. Professional services in these contracts are primarily considered non-distinct from the transactional services and accounted for as a single performance obligation. Revenue for these contracts is recognized over time in the amount in which the Company has right to consideration.

The Payment Services - Latin America segment provides financial institutions, government entities and other issuers services to process credit, debit and prepaid cards, for which revenue is recognized in the same manner as described above, as well as licensed software solutions for risk and fraud management and card payment processing. Licensed software solutions are provided mainly as Software as a Service ("SaaS") and on-premise perpetual licenses. Set-up fees related to SaaS are considered non-distinct from the license and accounted for as a single performance obligation. SaaS revenues are recognized over time while the customer benefits from the software. On-premises perpetual licenses require significant customization and development. Professional services provided for significant customizations and development are non-distinct from the license and accounted for as a single performance obligation, recognized over time during the development of the license. Revenue is recognized based on the Company's efforts or inputs, measured in labor hours expended, relative to the total expected inputs to satisfy the performance obligation. Maintenance or support services are considered distinct and recognized over time in the amount in which the Company has right to consideration.

The Merchant Acquiring segment provides customers with the ability to accept and process debit and credit cards. Revenue is derived from fixed or identifiable fees charged to individual merchants per transaction, set-up fees, monthly membership fees and rental of POS terminals. Set-up fees are considered non-distinct from the transaction processing services and accounted for as a single performance obligation. Revenue for these contracts is recognized over time in the amount in which the Company has right to consideration.

The Business Solutions segment consists of revenues from a full suite of business process management solutions. Revenue derived from core bank processing and other processing and transaction-based services are generally recognized over time in the amount in which the Company has right to consideration. Hosting services generally represent a series of distinct monthly increments that are substantially the same and has the same pattern of transfer. Professional services to enhance EVERTEC's platforms are generally considered non-distinct from the hosting service and accounted for as a single performance obligation. Hosting services are generally recognized over time once in production during the remaining term of the contract. Maintenance or support services are usually considered distinct and recognized over time in the amount in which the Company as right to consideration. Hardware and software sales are recognized at a point in time when the control of the asset is transferred to the customer. Indicators of transfer of control include the Company's right to payment, or as the customer has legal title or physical possession of the asset. The Company may also provide professional services to enhance customer's platforms or as IT consulting services by arranging for other parties to transfer the services (i.e., acting as an agent). For these contracts, revenue is recognized on a net basis.

The Company’s service contracts may include service level arrangements (“SLA”) generally allowing the customer to receive a credit for part of the service fee when the Company has not provided the agreed level of services. If triggered, the SLA is deemed a consideration payable that may impact the transaction price of the contract, thus SLA performance is monitored and assessed for compliance with arrangements on a monthly basis, including determination and accounting for its economic impact, if any.

Refer to Note 23 - Segment Information for further information, including revenue by products and services the Company provides and the geographic regions in which the Company operates.

Significant Judgments

Determining a measure of progress for performance obligations satisfied over time requires management to make judgments that affect the timing of revenue to be recognized. The Company exercises judgment in identifying a suitable method that depicts the entity's performance in transferring control of these performance obligations, on a contract by contract basis. The principal criteria used for determining the measure of progress is the availability of reliable information that can be obtained without incurring undue cost, which generally results in the application of an input method since, in most cases, the outputs used to reasonably measure progress are not directly observable. Usually, the input method based on labor hours incurred, with respect to total expected labor hours to satisfy the performance obligation is applied. For performance obligations satisfied at a point in time, the Company determines that the customer is able to direct the use of, and obtain substantially all of the benefits from, the products at the time the products are delivered, the customer has legal title of the products or the Company's has the right to payment.

The Company mainly uses the expected cost-plus margin approach to allocate the transaction price in contracts with multiple performance obligations. To determine the stand-alone selling price, the Company periodically performs an assessment to determine the margin of goods or services with the assistance of the different business areas. This assessment is performed considering past transactions and/or reasonably available information, including market conditions, trends or other company or customer specific factors, among others.

Impact of adoption of Topic 606

The total effect of the adjustments to the Consolidated Financial Statements for the year ended December 31, 2018 and earnings per share is considered immaterial.

Disaggregation of revenue

The Company disaggregates revenue from contract with customers into the primary geographical markets, nature of products and services, and timing of transfer of goods and services. The revenue disaggregated by segment, which includes the nature of the products and services that the Company provides and the primary geographical markets in which the Company operates is discussed in Note 23 - Segment Information. In the following table, revenue is disaggregated by timing of revenue recognition.

	December 31, 2018				
(In thousands)	Payment Services - Puerto Rico & Caribbean	Payment Services - Latin America	Merchant Acquiring, net	Business Solutions	Total
Timing of revenue recognition					
Products and services transferred at a point in time	$ 293	$ 2,864	$ —	$ 7,329	$ 10,486
Products and services transferred over time	77,744	75,706	99,655	190,278	443,383
	$ 78,037	$ 78,570	$ 99,655	$ 197,607	$ 453,869

Contract balances

The following table provides information about contract assets from contracts with customers.

(In thousands)	Contract Assets
Balance at beginning of period	$ 1,903
Services transferred to customers	1,187
Transfers to accounts receivable	(2,094)
December 31, 2018	$ 996

Contract assets of the Company arise when the Company has a contract with a customer for which revenue has been recognized (i.e., goods or services have been transferred), but the customer payment is subject to a future event (i.e., satisfaction of additional performance obligations). Contract assets are considered a receivable when the rights to consideration of the Company become unconditional (i.e., the Company has a present right to payment). The current portion of these contract assets is recorded as part of prepaid expenses and other assets and the long-term portion is included in other long-term assets.

Accounts receivable, net at December 31, 2018 amounted to $100.3 million. Unearned income and Unearned income - Long term, which refer to contract liabilities, at December 31, 2018 amounted to $11.5 million and $26.1 million, respectively, and generally arise when consideration is received or due in advance from customers prior to performance. Unearned income is mainly related to upfront fees for implementation or set up activities, including fees charged in pre-production periods in connection with hosting services. During the year ended December 31, 2018, the Company recognized revenue of $8.1 million that was included in unearned income at December 31, 2017.

Transaction price allocated to the remaining performance obligations

Revenues from recurring transaction-based and processing services represent the majority of the Company's total revenue as of December 31, 2018. The Company recognizes revenues from recurring transaction-based and processing services over time at the amounts in which the Company has right to invoice, which corresponds directly to the value to the customer of the Company’s performance completed to date. Therefore, the Company has elected to apply the practical expedient in paragraph 606-10-50-14. Under this practical expedient, the Company is not required to disclose information about remaining performance obligations if the performance obligation is part of a contract with an original expected duration of one year or less or if the Company recognizes revenue at the amount to which it has a right to invoice.

The Company also applies the practical expedient in paragraph 606-10-50-14A and does not disclose the information about remaining performance obligations for variable consideration when the variable consideration is allocated entirely to a wholly unsatisfied performance obligation or to a wholly unsatisfied promise to transfer a distinct good or service that forms part of a single performance obligation in accordance with paragraph 606-10-25-14(b).

For contracts excluded from the application of the practical expedients noted above, the estimated aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially satisfied at December 31, 2018 is $251.7 million. This amount primarily consists of professional service fees for implementation or set up activities related to hosting services and maintenance services, typically recognized over the life of the contract which vary from 2 to 5 years. It also includes professional service fees for customizations or development of on-premise licensing agreements, which are recognized over time based on inputs relative to the total expected inputs to satisfy a performance obligation.

Note 4—Cash and cash equivalents

At December 31, 2018 and 2017, the Company’s cash and cash equivalents amounted to $70.0 million and $50.4 million, respectively, which are deposited in deposit accounts within financial institutions. Of the total cash balance at December 31, 2018 and 2017, $50.3 million and $30.0 million, respectively, resides in subsidiaries located outside of Puerto Rico. Cash deposited in an affiliate financial institution amounted to $19.6 million as of both December 31, 2018 and 2017.

Note 5—Accounts Receivable, Net

Accounts receivable, net consisted of the following:

	December 31,	
(In thousands)	**2018**	**2017**
Trade	$ 61,082	$ 57,740
Due from affiliates, net	25,703	18,089
Settlement assets	15,118	8,949
Other	304	321
Less: allowance for doubtful accounts	(1,884)	(1,771)
Accounts receivable, net	$ 100,323	$ 83,328

The Company records settlement assets that result from timing differences in the Company's settlement processes with merchants, financial institutions, and credit card associations related to merchant and card transaction processing. The amounts are generally collected or paid the following business day.

Note 6—Prepaid Expenses and Other Assets

Prepaid expenses and other assets consisted of the following:

	December 31,	
(In thousands)	2018	2017
Software licenses and maintenance contracts	$ 9,961	$ 7,008
Deferred project costs	4,283	3,223
Guarantee deposits	4,611	4,870
Insurance	1,229	1,244
Prepaid income taxes	1,646	1,875
Taxes other than income	1,710	1,551
Postage	2,150	3,068
Other	3,534	2,172
Prepaid expenses and other assets	$ 29,124	$ 25,011

Note 7—Investment in Equity Investee

Consorcio de Tarjetas Dominicanas, S.A. ("CONTADO") is the largest merchant acquirer and ATM network in the Dominican Republic. The Company uses the equity method of accounting to account for its equity interest in CONTADO. As a result of the acquisition in 2011 of CONTADO's 19.99% equity interest, the Company calculated an excess cost of the investment in CONTADO over the amount of underlying equity in net assets of approximately $9.0 million, which was mainly attributed to customer relationships, trademark and goodwill intangibles. The Company's excess basis allocated to amortizable assets is recognized on a straight-line basis over the lives of the appropriate intangibles. Amortization expense for each of the years ended December 31, 2018, 2017 and 2016 amounted to approximately $0.3 million, $0.2 million and $0.3 million, respectively, and was recorded within earnings (losses) of equity method investment in the consolidated statements of income and comprehensive income. The Company recognized $0.7 million, $0.6 million and $(0.1) million as equity in CONTADO's net income, net of amortization, in the consolidated statements of income and comprehensive income for the years ended December 31, 2018, 2017 and 2016, respectively. For the year ended December 31, 2018, the Company received $0.4 million in dividends from CONTADO. No dividends were received during 2017 or 2016.

CONTADO fiscal year ends December 31 and is reported in the consolidated statements of income and comprehensive income for the period subsequent to the acquisition date on a one month lag. No significant events occurred in CONTADO's operations subsequent to November 30, 2018 that would have materially affected the Company's reported results.

Note 8—Property and Equipment, Net

Property and equipment, net consisted of the following:

(Dollar amounts in thousands)	Useful life in years	December 31, 2018	December 31, 2017
Buildings	30	$ 1,440	$ 1,531
Data processing equipment	3 - 5	110,673	103,426
Furniture and equipment	3 - 20	7,761	232
Leasehold improvements	5 -10	2,625	2,190
		122,499	107,379
Less—accumulated depreciation and amortization		(86,990)	(70,793)
Depreciable assets, net		35,509	36,586
Land		1,254	1,338
Property and equipment, net		$ 36,763	$ 37,924

Depreciation and amortization expense related to property and equipment was $14.5 million, $14.7 million and $14.2 million for the years ended December 31, 2018, 2017 and 2016, respectively.

Note 9—Goodwill

The changes in the carrying amount of goodwill, allocated by operating segments, were as follows (See Note 23):

(In thousands)	Payment Services - Puerto Rico & Caribbean	Payment Services - Latin America	Merchant Acquiring, net	Business Solutions	Total
Balance at December 31, 2016	$ 160,972	$ 25,716	$ 138,121	$ 46,177	$ 370,986
Goodwill attributable to acquisition	—	26,931	—	—	26,931
Adjustment to goodwill from prior year acquisition		1,099			1,099
Foreign currency translation adjustments	—	(87)	—	(354)	(441)
Balance at December 31, 2017	160,972	53,659	138,121	45,823	398,575
Foreign currency translation adjustments	—	(3,931)	—	—	(3,931)
Balance at December 31, 2018	$ 160,972	$ 49,728	$ 138,121	$ 45,823	$ 394,644

Goodwill is tested for impairment on an annual basis as of August 31, or more often if events or changes in circumstances indicate there may be impairment. The Company may test for goodwill impairment using a qualitative or a quantitative analysis. In the quantitative analysis, the Company compares the estimated fair value of the reporting units to their carrying values, including goodwill. If the fair value of the reporting unit exceeds its carrying amount, goodwill of the reporting unit is not considered impaired. If the fair value does not exceed the carrying value, an impairment loss equaling the excess amount is recorded, limited to the recorded balance of goodwill. The Company performed a quantitative analysis as of August 31, 2018 that indicated that the estimated fair value exceeded the carrying value of each of the reporting units. No impairment losses were recorded in 2018, 2017 or 2016.

Note 10—Other Intangible Assets, Net

The carrying amount of other intangible assets consisted of the following:

		December 31, 2018		
(In thousands)	Useful life in years	Gross amount	Accumulated amortization	Net carrying amount
Customer relationships	8 - 14	$ 342,738	$ (194,570)	$ 148,168
Trademark	2 - 15	41,357	(28,888)	12,469
Software packages	3 -10	224,855	(151,666)	73,189
Non-compete agreement	15	56,539	(31,096)	25,443
Other intangible assets, net		$ 665,489	$ (406,220)	$ 259,269

		December 31, 2017		
(In thousands)	Useful life in years	Gross amount	Accumulated amortization	Net carrying amount
Customer relationships	8 - 14	$ 344,175	$ (168,134)	$ 176,041
Trademark	2 - 15	41,594	(25,241)	16,353
Software packages	3 -10	195,262	(136,907)	58,355
Non-compete agreement	15	56,539	(27,327)	29,212
Other intangible assets, net		$ 637,570	$ (357,609)	$ 279,961

Amortization expense related to intangibles, including software packages, was $48.6 million, $49.5 million and $45.4 million for the years ended December 31, 2018, 2017 and 2016, respectively. Amortization expense related to software packages was $14.7 million, $15.9 million and $14.3 million for the years ended December 31, 2018, 2017 and 2016, respectively. The estimated amortization expenses of balances outstanding at December 31, 2018 for the next five years are as follows:

(In thousands)	
2019	$ 47,081
2020	41,588
2021	36,638
2022	33,243
2023	31,619

During the third quarter of 2017, the Company recognized an impairment charge of $6.5 million through cost of revenues for a third party software solution that is no longer commercially viable. In connection with this exit activity, the Company accrued $5.3 million for ongoing contractual fees, also through cost of revenues and recognized maintenance expense of $1.0 million. Both the liability and the impairment charge affected the Company's Merchant Acquiring segment and Payment Services segments. In the fourth quarter of 2017, the Company recognized an impairment loss related to a multi-year software development project that was impacted by delays caused by the hurricane and projected increased costs with a third party vendor, amounting to $5.0 million through cost of revenues and is in the Company's Payment Services - Puerto Rico & Caribbean segment. The fair value of the impaired assets was determined using discounted cash flow models.

Note 11—Other Long-Term Assets

As of December 31, 2018, other long-term assets included $1.8 million related to deferred debt-issuance costs related to the revolving credit facility, $1.8 million related to the long-term portion of certain software and maintenance contracts, $1.1 million relating to the long-term portion of certain lease receivables and a derivative asset $1.7 million.

As of December 31, 2017, other long-term assets included $1.0 million related to deferred debt-issuance costs related to the revolving credit facility, $1.6 million related to the long-term portion of certain software and maintenance contracts, $0.7 million relating to the long-term portion of certain lease receivables and a derivative asset of $0.2 million.

Note 12—Debt and Short-Term Borrowings

Total debt was as follows:

	December 31,	
(In thousands)	2018	2017
Senior Secured Credit Facility (2018 Term A) due on April 17, 2018 paying interest at a variable interest rate (London InterBank Offered Rate (“LIBOR”) plus applicable margin[(1)(3)])	$ —	$ 26,690
Senior Secured Credit Facility (2020 Term A) due on January 17, 2020 paying interest at a variable interest rate (LIBOR plus applicable margin[(3)(4)(9)])	—	200,653
Senior Secured Credit Facility (Term B) due on April 17, 2020 paying interest at a variable interest rate (LIBOR plus applicable margin[(2)(3)(9)])	—	376,395
Senior Secured Credit Facility (2023 Term A) due on November 27, 2023 paying interest at a variable interest rate (LIBOR plus applicable margin[(3)(7)])	217,791	—
Senior Secured Credit Facility (2024 Term B) due on November 27, 2024 paying interest at a variable interest rate (LIBOR plus applicable margin[(3)(8)])	320,515	—
Senior Secured Revolving Credit Facility[(6)]	—	12,000
Note Payable due on August 31, 2019[(5)]	—	584
Note Payable due on April 30, 2021[(3)]	300	418
Total debt	$ 538,606	$ 616,740

(1) Applicable margin of 2.25% at December 31, 2017.
(2) Subject to a minimum rate (“LIBOR floor”) of 0.75% plus applicable margin of 2.50% at December 31, 2017.
(3) Net of unaccreted discount and unamortized debt issue costs, as applicable.
(4) Applicable margin of 2.50% at December 31, 2017.
(5) Fixed interest rate of 7.50%. The Company prepaid the outstanding principal balance of this note during the second quarter of 2018 without penalties.
(6) Applicable margin of 2.25% and 2.50% at December 31, 2018 and December 31, 2017, respectively.
(7) Applicable margin of 2.25% at December 31, 2018.
(8) Subject to a minimum rate (“LIBOR floor”) of 0.0% plus applicable margin of 3.50% at December 31, 2018.
(9) Prepaid on November 27, 2018 in connection with the execution of the 2018 Credit Agreement.

The following table presents contractual principal payments for the next five years:

(In thousands)	
2019	$ 14,386
2020	14,386
2021	14,295
2022	19,750
2023	173,750

2018 Senior Secured Credit Facilities

On November 27, 2018, EVERTEC and EVERTEC Group (“Borrower”) entered into a credit agreement governing the senior secured credit facilities, consisting of a $220.0 million term loan A facility that matures on November 27, 2023 ("2023 Term A"), a $325.0 million term loan B facility that matures on November 27, 2024 ("2024 Term B") and a $125.0 million revolving credit facility (the "Revolving Facility") that matures on November 27, 2023, with a syndicate of lenders and Bank of America, N.A. (“Bank of America”), as administrative agent, collateral agent, swingline lender and line of credit issuer (collectively the “2018 Credit Agreement”). The material terms and conditions of the senior secured credit facilities are summarized below.

Scheduled Amortization Payments

The 2023 Term A provides for amortization in the amount of 1.25% of the original principal amount of the 2023 Term A during each of the first twelve quarters starting from the quarter ending March 31, 2019, 1.875% during each of the four subsequent quarters and 2.50% during each of the final three quarters, with the balance payable on the final maturity date.

The 2024 Term B provides for quarterly amortization payments totaling 1.00% per annum of the original principal amount of the 2024 Term B, with the balance payable on the final maturity date.

Voluntary Prepayments and Reduction and Termination of Commitments

The terms of the 2018 senior secured credit facilities allow EVERTEC Group to prepay loans and permanently reduce the loan commitments under the senior secured credit facilities at any time, subject to the payment of customary LIBOR breakage costs, if any, provided that, in connection with certain refinancing or repricing of the 2024 Term B on or prior to the date which is six months after the closing date of the 2018 Credit Agreement, a prepayment premium of 1.00% will be required.

Additionally, the terms of the facilities require mandatory repayment of outstanding principal balances based on a percentage of excess cash flow provided that no such prepayment shall be due if the resulting amount of the excess cash flow times the applicable percentage is less than $10 million.

Interest

The interest rates under the 2023 Term A and revolving credit facility are based on, at EVERTEC Group's option, (a) adjusted LIBOR plus an interest margin of 2.25% or (b) the greater of (i) Bank of America's "prime rate," (ii) the Federal Funds Effective Rate plus 0.5% and (iii) adjusted LIBOR plus 1.0% ("ABR") plus an interest margin of 1.25%. The interest rates under the 2024 Term B are based on, at EVERTEC Group's option, (a) adjusted LIBOR plus an interest margin of 3.50% or (b) ABR plus an interest margin of 2.50%. The interest margins under the 2023 Term A and Revolving Facility are subject to reduction based on achievement of specified total secured net leverage ratio.

Guarantees and Collateral

EVERTEC Group's obligations under the senior secured credit facilities and under any cash management, interest rate protection or other hedging arrangements entered into with a lender or any affiliate thereof are guaranteed by EVERTEC and each of EVERTEC's existing wholly-owned subsidiaries (other than EVERTEC Group) and subsequently acquired or organized subsidiaries, subject to certain exceptions.

Subject to certain exceptions, the senior secured credit facilities are secured to the extent legally permissible by substantially all of the assets of (1) EVERTEC, including a perfected pledge of all of the limited liability company interests of EVERTEC Intermediate Holdings, LLC ("Holdings"), (2) Holdings, including a perfected pledge of all of the limited liability company interests of EVERTEC Group and (3) EVERTEC Group and the subsidiary guarantors, including but not limited to: (a) a pledge of substantially all capital stock held by EVERTEC Group or any guarantor and (b) a perfected security interest in substantially all tangible and intangible assets of EVERTEC Group and each guarantor.

Covenants

The senior secured credit facilities contain affirmative and negative covenants that the Company believes are usual and customary for a senior secured credit agreement. The negative covenants in the senior secured credit facilities include, among other things, limitations (subject to exceptions) on the ability of EVERTEC and its restricted subsidiaries to:

- declare dividends and make other distributions;
- redeem or repurchase capital stock;
- grant liens;
- make loans or investments (including acquisitions);
- merge or enter into acquisitions;
- sell assets;
- enter into any sale or lease-back transactions;
- incur additional indebtedness;
- prepay, redeem or repurchase certain indebtedness;
- modify the terms of certain debt;
- restrict dividends from subsidiaries;

- change the business of EVERTEC or its subsidiaries; and
- enter into transactions with their affiliates.

In addition, the 2023 Term A and the Revolving Facility require EVERTEC to maintain a maximum total secured net leverage ratio of 4.25 to 1.00 for any quarter ending on or prior to September 30, 2020 and for fiscal quarters ending thereafter, 4.00 to 1.00.

Concurrently with the execution of the 2018 Credit Agreement, the Company terminated the existing senior secured credit facilities. The net proceeds received by EVERTEC Group from the senior secured credit facilities under the 2018 Credit Agreement, together with other cash available to EVERTEC Group, were used, among other things, to refinance EVERTEC Group's previous senior secured credit facilities, which consisted of a $191.4 million 2020 Term A and a $379.0 million Term B, under the credit agreement, dated as of April 17, 2013 and as subsequently amended, among EVERTEC Intermediate Holdings, LLC, EVERTEC Group, JPMorgan Chase Bank, N.A., as administrative agent, collateral agent, swingline lender and L/C issuer, and the lenders party thereto. In connection with this transaction the Company recognized a loss on extinguishment of $2.6 million.

The unpaid principal balance at December 31, 2018 of the 2023 Term A Loan and the 2024 Term B Loan was $220.0 million, and $325.0 million, respectively. The additional borrowing capacity for the Revolving Facility loan at December 31, 2018 was $97.9 million. The Company issues letters of credit against the revolving credit facility which reduce the additional borrowing capacity of the revolving credit facility.

Events of Default

The events of default under the senior secured credit facilities include, without limitation, nonpayment, material misrepresentation, breach of covenants, insolvency, bankruptcy, certain judgments, change of control (as defined in the 2018 Credit Agreement) and cross-events of default on material indebtedness.

2013 Senior Secured Credit Facilities

On April 17, 2013, EVERTEC Group entered into a credit agreement (the "2013 Credit Agreement") governing the senior secured credit facilities, consisting of a $300.0 million term loan A facility (the "Term A Loan"), a $400.0 million term loan B facility (the "Term B Loan", together with the Term A Loan, the "Senior Secured term loans") and a $100.0 million revolving credit facility. During 2016, the Company entered into two separate amendments to the 2013 Credit Agreement. In the second quarter of 2016, EVERTEC Group, together with certain other direct and indirect subsidiaries of the Company, entered into a second amendment and waiver to the outstanding 2013 Credit Agreement (the "Second Amendment"). In the fourth quarter of 2016, EVERTEC Group, together with certain other direct and indirect subsidiaries of the Company, entered into a third amendment (the "Third Amendment") to the 2013 Credit Agreement. The Third Amendment extended the maturity of (a) approximately $219 million of EVERTEC Group's existing approximately $250 million of Term A loan facility to January 17, 2020 (the "2020 Term A Loan") and (b) $65 million of EVERTEC Group's existing $100 million of Revolving Facility to January 17, 2020. The remaining approximately $30 million of Term A loan (the "2018 Term A Loan") and the $35 million of Revolving Facility were not extended and matured as originally scheduled on April 17, 2018.

Notes payable

In May 2016, EVERTEC Group entered into a non-interest bearing financing agreement amounting to $0.7 million and in October 2016 entered into an interest bearing agreement of $1.1 million, to purchase software. As of December 31, 2018 and 2017, the outstanding principal balance of the notes payable is $0.3 million and $1.0 million, respectively. The current portion of these notes is recorded as part of accounts payable and the long-term portion is included in other long-term liabilities.

Interest Rate Swaps

At December 31, 2018, the Company had two interest rate swap agreements, entered into in December 2015 and December 2018, which convert a portion of the interest rate payments on the Company's 2023 Term B Loan from variable to fixed:

Swap Agreement	Effective date	Maturity Date	Notional Amount	Variable Rate	Fixed Rate
2015 Swap	January 2017	April 2020	$200 million	1-month LIBOR	1.9225%
2018 Swap	April 2020	November 2024	$250 million	1-month LIBOR	2.89%

The Company has accounted for these transactions as cash flow hedges.

At December 31, 2018 and 2017, the carrying amount of the derivatives on the Company’s balance sheets is as follows:

(In thousands)	December 31, 2018	December 31, 2017
Other long-term assets	$ 1,683	$ 214
Other long-term liabilities	4,059	—

For the year ended December 31, 2018, the Company recognized gains related to hedging activities on the Statement of Income and Comprehensive Income that offset the Company's interest expense as follows:

(In thousands)	December 31, 2018
Interest expense	$ 104

During the year ended December 31, 2018, the Company reclassified gains of $0.1 million from accumulated other comprehensive loss into income through interest expense. Based on current LIBOR rates, the Company expects to reclassify $1.0 million from accumulated other comprehensive loss into income through interest expense over the next 12 months. Refer to Note 13 for tabular disclosure of the fair value of the derivative and to Note 15 for tabular disclosure of gains (losses) recorded on cash flow hedging activities.

The cash flow hedges are considered highly effective.

Note 13—Financial Instruments and Fair Value Measurements

Recurring Fair Value Measurements

Fair value measurement provisions establish a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. These provisions describe three levels of input that may be used to measure fair value:

Level 1: Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurement date.
Level 2: Inputs, other than quoted prices included in Level 1, which are observable for the asset or liability through corroboration with market data at the measurement date.
Level 3: Unobservable inputs that reflect management’s best estimate of what market participants would use in pricing the asset or liability at the measurement date.

The Company uses observable inputs when available. Fair value is based upon quoted market prices when available. If market prices are not available, the Company may employ models that mostly use market-based inputs including yield curves, interest rates, volatilities, and credit curves, among others. The Company limits valuation adjustments to those deemed necessary to ensure that the financial instrument’s fair value adequately represents the price that would be received or paid in the marketplace. Valuation adjustments may include consideration of counterparty credit quality and liquidity as well as other criteria. The estimated fair value amounts are subjective in nature and may involve uncertainties and matters of significant judgment for certain financial instruments. Changes in the underlying assumptions used in estimating fair value could affect the results. The fair value measurement levels are not indicative of risk of investment.

The fair value of financial instruments is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value estimates are made at a specific point in time based on the type of financial instrument and relevant market information. Many of these estimates involve various assumptions and may vary significantly from amounts that could be realized in actual transactions.

EVERTEC, Inc. Notes to Consolidated Financial Statements

The following table summarizes fair value measurements by level at December 31, 2018 and 2017, for assets and liabilities measured at fair value on a recurring basis:

(Dollar amounts in thousands)	Level 1	Level 2	Level 3	Total
December 31, 2018				
Financial asset:				
Interest rate swap	$ —	$ 1,683	$ —	$ 1,683
Financial liability:				
Interest rate swap	—	4,059	—	4,059
December 31, 2017				
Financial asset:				
Interest rate swap	—	214	—	214

Derivative Instruments

The fair value of the Company's derivative instrument is determined using a standard valuation model. The significant inputs used in these models are readily available in public markets, or can be derived from observable market transactions, and therefore have been classified as Level 2. Inputs used in these standard valuation models for derivative instruments include the applicable forward rates and discount rates. The discount rates are based on the historical LIBOR Swap rates.

The following table presents the carrying value, as applicable, and estimated fair values for financial instruments at December 31, 2018 and 2017:

	December 31,			
	2018		2017	
(Dollar amounts in thousands)	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Financial asset:				
Interest rate swap	$ 1,683	$ 1,683	$ 214	$ 214
Financial liabilities:				
Interest rate swap	4,059	4,059	—	—
Senior Secured Term B Loan	—	—	376,395	370,540
2018 Term A Loan	—	—	26,690	26,027
2020 Term A Loan	—	—	200,653	196,584
2023 Term A	217,791	218,625	—	—
2024 Term B	320,515	319,517	—	—

The fair value of the senior secured term loans at December 31, 2018 and 2017 was obtained using the prices provided by third party service providers. Their pricing is based on various inputs such as: market quotes, recent trading activity in a non-active market or imputed prices. Also, the pricing may include the use of an algorithm that could take into account movement in the general high yield market, among other variants.

The senior secured term loans, which are not measured at fair value in the balance sheets, if measured, would be categorized as Level 3 in the fair value hierarchy.

There were no transfers in or out of Level 3 during the years ended December 31, 2018, 2017 and 2016.

Note 14—Other Long Term Liabilities

As of December 31, 2018, other long-term liabilities mainly consist of unrecognized tax benefit liabilities and the long-term portion of notes payables of $10.5 million and a derivative liability of $4.1 million.

As of December 31, 2017, other long-term liabilities mainly consist of unrecognized tax benefit liabilities and the long-term portion of notes payables of $13.0 million.

Note 15—Equity

The Company is authorized to issue up to 206,000,000 shares of common stock of $0.01 par value. At December 31, 2018 and 2017, the Company had 72,378,710 and 72,393,933 shares outstanding, respectively. The Company is also authorized to issue 2,000,000 shares of $0.01 par value preferred stock. As of December 31, 2018, no shares of preferred stock have been issued.

Stock Repurchase

In 2018, 2017 and 2016, the Company repurchased a total of 0.4 million, 0.5 million, and 2.5 million shares, respectively, at a cost of $10.0 million, $7.7 million, and $39.9 million. The Company funded such repurchases with cash on hand and borrowings to the existing revolving credit facility. As of December 31, 2018, 2017 and 2016, the repurchased shares were permanently retired.

Dividends

Historically, the Company has paid a regular quarterly dividend on the Company's common stock, subject to the declaration thereof each quarter by the Company's Board of Directors (the "Board"). On November 2, 2017, the Board voted to temporarily suspend the quarterly dividend on the Company's common stock due to the difficult operating environment in Puerto Rico. On July 26, 2018, the Board voted to reinstate a quarterly dividend on the Company's common stock and declared a regular quarterly cash dividend of $0.05 per share on the Company's outstanding shares of common stock. The Board anticipates declaring this dividend in future quarters on a regular basis; however future declarations of dividends are subject to Board of Directors' approval and may be adjusted as business needs or market conditions change.

The Company's dividend activity in 2018 and 2017 was as follows:

Declaration Date	Record Date	Payment Date	Dividend per share
February 17, 2017	March 1, 2017	March 20, 2017	$ 0.10
April 27, 2017	May 8, 2017	June 9, 2017	0.10
July 25, 2017	August 7, 2017	September 8, 2017	0.10
July 26, 2018	August 6, 2018	September 7, 2018	0.05
October 25, 2018	November 5, 2018	December 7, 2018	0.05

Accumulated Other Comprehensive loss

The following table provides a summary of the changes in the balances comprising accumulated other comprehensive loss for the years ended December 31, 2018 and 2017:

	Foreign Currency Translation Adjustments	Cash Flow Hedge	Total
Balance - December 31, 2016, net of tax	$ (10,427)	$ (1,964)	$ (12,391)
Other comprehensive (loss) income before reclassifications	(635)	580	(55)
Amount reclassified to Net Income	—	1,598	1,598
Balance - December 31, 2017, net of tax	(11,062)	214	(10,848)
Other comprehensive loss before reclassifications	(10,564)	(2,273)	(12,837)
Amount reclassified to Net Income	—	(104)	(104)
Balance - December 31, 2018, net of tax	$ (21,626)	$ (2,163)	$ (23,789)

Note 16—Share-based Compensation

Long-term Incentive Plan ("LTIP")

In the first quarter of 2016, 2017 and 2018, the Compensation Committee of the Board of Directors approved grants of restricted stock units (“RSUs”) to executives and certain employees pursuant to the 2016 LTIP, 2017 LTIP and 2018 LTIP, respectively, all under the terms of our 2013 Equity Incentive Plan. Additionally, in the fourth quarter of 2017, a special retention grant to certain executives and employees of the Company was approved. Under the LTIPs, the Company granted restricted stock units to eligible participants as time-based awards and/or performance-based awards.

The vesting of the RSUs is dependent upon service, market, and/or performance conditions as defined in the grants. Employees that received time-based awards with service conditions are entitled to receive a specific number of shares of the Company’s common stock on the vesting date if the employee is providing services to the Company on the vesting date. Time-based awards granted in the first quarter of each year vest over a period of three years in substantially equal installments commencing on the grant date and ending on February 19 of each year for the 2016 LTIP, on February 24 of each year for the 2017 LTIP and on February 28 of each year for the 2018 LTIP. The award granted in the fourth quarter of 2017 vests 40% in the second year and 60% in the third year.

Employees that received awards with market conditions under the 2016 LTIP are entitled to receive a specific number of shares of the Company’s common stock on the vesting date if the Company’s total shareholder return (“TSR”) target relative to a specified group of industry peer companies is achieved. Employees that received awards with performance conditions are entitled to receive a specific number of shares of the Company’s common stock on the vesting date if the Cumulative Annual Growth Rate (“CAGR”) of Diluted EPS target over one year is achieved for the 2016 LTIP. The shares earned according to the plan are further subject to a two-year service vesting period. For the performance-based awards under the 2017 LTIP and 2018 LTIP, the Compensation Committee established adjusted earnings before income taxes, depreciation and amortization ("Adjusted EBITDA") as the primary performance measure while maintaining focus on total shareholder return through the use of a market-based TSR performance modifier. The TSR modifier adjusts the shares earned based on the core Adjusted EBITDA performance upwards or downwards (+/- 25%) based on the Company’s relative TSR at the end of the three-year performance period as compared to the companies in the Russell 2000 Index. The Adjusted EBITDA performance measure will be calculated for the one-year period commencing on January 1 of the year of the grant and ending on December 31 of the same year, relative to the goals set by the Compensation Committee for this same period. The shares earned will be subject to a further two-year service vesting period.

Performance and market-based awards vest at the end of the performance period that commenced on February 19, 2016 for the 2016 LTIP, February 24, 2017 for the 2017 LTIP and February 28, 2018 for the 2018 LTIP. The periods end on February 19, 2019 for the 2016 LTIP, February 24, 2020 for the 2017 LTIP and February 28, 2021 for the 2018 LTIP. Awards are forfeited if the employee voluntarily ceases to be employed by the Company prior to vesting.

The following table summarizes the nonvested restricted shares and RSUs activity for the years ended December 31, 2018, 2017 and 2016:

Nonvested restricted shares and RSUs	Shares	Weighted-average grant date fair value
Nonvested at December 31, 2015	491,726	$ 22.32
Granted	907,320	12.02
Vested	(154,820)	20.97
Forfeited	(31,862)	18.61
Nonvested at December 31, 2016	1,212,364	14.88
Granted	1,584,241	15.37
Vested	(315,953)	15.30
Forfeited	(139,760)	16.06
Nonvested at December 31, 2017	2,340,892	15.08
Granted	636,322	17.07
Vested	(468,064)	18.41
Forfeited	(472,987)	16.55
Nonvested at December 31, 2018	2,036,163	$ 15.09

Share-based compensation recognized was as follows:

	Years ended December 31,		
(Dollar amounts in thousands)	2018	2017	2016
Share-based compensation recognized, net			
Stock options	$ —	$ 6	$ 60
Restricted shares and RSUs	12,592	9,636	6,355

The maximum unrecognized cost for restricted stock units was $15.8 million as of December 31, 2018. The cost is expected to be recognized over a weighted average period of 1.76 years.

Note 17—Employee Benefit Plan

EVERTEC, Inc. Puerto Rico Savings and Investment plan (“the EVERTEC Savings Plan”) was established in 2010, as a defined contribution savings plan qualified under section 1165(e) of the Puerto Rico Internal Revenue Code. Investments in the plan are participant directed, and employer matching contributions are determined based on specific provisions of the EVERTEC Savings Plan. Employees are fully vested in the employer’s contributions after five years of service. For the years ended December 31, 2018, 2017 and 2016, the costs incurred under the plan amounted to approximately $0.8 million, $0.7 million and $0.7 million, respectively.

Note 18—Total Other Income, net

For the year ended December 31, 2018, other income, net is primarily comprised of $2.7 million in foreign currency transaction gains, $1.8 million from federal relief funds received in connection with wages paid in the aftermath of hurricane Maria, and a $2.6 million loss on extinguishment of debt.

For the year ended December 31, 2017, other income, net is primarily comprised of $2.6 million in foreign currency transaction gains.

For the year ended December 31, 2016, other income, net is primarily comprised of $1.9 million in foreign currency transaction gains and a $1.5 million loss on extinguishment of debt.

Note 19—Income Tax

On April 17, 2012, EVERTEC Group and Holdings were converted from a Puerto Rico corporation into Puerto Rico limited liability companies to benefit from changes to the Puerto Rico Income Tax Code allowing limited liability companies to be treated as partnerships that are pass-through entities for Puerto Rico tax purposes. As a result of these conversions and subsequent elections to be treated as partnerships, EVERTEC Group's and Holding's taxable income flows through to EVERTEC, Inc.

EVERTEC Group, Holdings and EVERTEC, Inc. entered into a Tax Payment Agreement pursuant to which EVERTEC Group is obligated to make certain payments to Holdings or EVERTEC, Inc. for taxable periods or portions thereof occurring on or after April 17, 2012 (the "Effective Date"). Under the Tax Payment Agreement, EVERTEC Group will make payments with respect to any and all taxes (including estimated taxes) imposed under the laws of Puerto Rico, the United States of America and any other jurisdiction or any political (including municipal) subdivision or authority or agency in Puerto Rico, the United States of America or such other jurisdiction, that would have been imposed on EVERTEC Group if EVERTEC Group had been a corporation for tax purposes of that jurisdiction, together with all interest and penalties with respect thereto ("Taxes"), reduced by taking into account any applicable net operating losses or other tax attributes of Holdings or EVERTEC, Inc. that reduce Holdings' or EVERTEC, Inc.'s taxes in such period. The Tax Payment Agreement provides that the payments thereunder shall not exceed the net amount of Taxes that Holdings and EVERTEC, Inc. actually owe to the appropriate taxing authority for a taxable period. Further, the Tax Payment Agreement provides that if Holdings or EVERTEC, Inc. receives a tax refund attributable to any taxable period or portion thereof occurring on or after the Effective Date, EVERTEC, Inc. shall be required to recalculate the payment for such period required to be made by EVERTEC Group to Holdings or EVERTEC, Inc. If the payment, as recalculated, is less than the amount of the payment EVERTEC Group already made to Holdings or EVERTEC, Inc. in respect of such period, Holdings or EVERTEC, Inc. shall promptly make a payment to EVERTEC Group in the amount of such difference.

The components of income tax expense (benefit) consisted of the following:

	Years ended December 31,		
(In thousands)	**2018**	**2017**	**2016**
Current tax provision	$ 17,207	$ 9,086	$ 12,865
Deferred tax benefit	(4,611)	(4,306)	(4,594)
Income tax expense	$ 12,596	$ 4,780	$ 8,271

EVERTEC, Inc. Notes to Consolidated Financial Statements

The Company conducts operations in Puerto Rico and certain countries throughout the Caribbean and Latin America. As a result, the income tax expense (benefit) includes the effect of taxes paid to the Puerto Rico government as well as foreign jurisdictions. The following table presents the segregation of income tax expense (benefit) based on location of operations:

	Years ended December 31,		
(In thousands)	2018	2017	2016
Income before income tax provision			
Puerto Rico	$ 77,176	$ 47,347	$ 70,899
United States	3,199	3,089	2,670
Foreign countries	18,790	9,763	9,828
Total income before income tax provision	$ 99,165	$ 60,199	$ 83,397
Current tax provision			
Puerto Rico	$ 6,841	$ 1,892	$ 7,072
United States	599	292	567
Foreign countries	9,767	6,902	5,226
Total current tax provision	$ 17,207	$ 9,086	$ 12,865
Deferred tax benefit			
Puerto Rico	$ (2,904)	$ (3,176)	$ (2,874)
United States	(584)	(184)	(259)
Foreign countries	(1,123)	(946)	(1,461)
Total deferred tax benefit	$ (4,611)	$ (4,306)	$ (4,594)

Taxes payable to foreign countries by EVERTEC's subsidiaries will be paid by such subsidiary and the corresponding liability and expense will be presented in EVERTEC's consolidated financial statements.

On December 10, 2018, the Governor of Puerto Rico signed in to law Act 257, which decreased the maximum corporate tax rate from 39% to 37.5%, effective January 1, 2019. This rate decrease is only applicable to the fully taxable operations of EVERTEC in Puerto Rico. As a result of this tax rate decrease, the deferred taxes were reevaluated as of December 31, 2018, the impact of this reevaluation was considered immaterial.

As of December 31, 2018, the Company has $47.8 million of unremitted earnings from foreign subsidiaries. The Company has not recognized a deferred tax liability on undistributed earnings for the Company's foreign subsidiaries because these earnings are intended to be indefinitely reinvested. The amount of the unrecognized deferred tax liability depends on judgment required to analyze the withholding tax due, the applicable tax law and factual circumstances in effect at the time of any such distributions. EVERTEC believes it is not practicable at this time to reliably determine the amount of unrecognized deferred tax liability related to the Company's undistributed earnings. If circumstances change and it becomes apparent that some or all of the undistributed earnings of a subsidiary will be remitted, and income taxes have not been recognized by the parent entity, the parent entity shall accrue as an expense of the current period income taxes attributable to that remittance.

On October 19, 2012, EVERTEC Group was granted a tax exemption under the Tax Incentive Act No. 73 of 2008. Under this grant, EVERTEC Group will benefit from a preferential income tax rate on industrial development income, as well as from tax exemptions with respect to its municipal and property tax obligations for certain activities derived from its data processing operations in Puerto Rico. The grant has a term of 15 years effective as of January 1, 2012 with respect to income tax obligations and January 1, 2013 with respect to municipal and property tax obligations. Industrial development income under this grant is subject to a preferential rate of 4%.

The grant contains customary commitments, conditions and representations that EVERTEC Group will be required to comply with in order to maintain the grant. The more significant commitments include: (i) maintaining at least 700 employees in EVERTEC Group's Puerto Rico data processing operations, (ii) investing at least $200.0 million in building, machinery, equipment or computer programs to be used in Puerto Rico during the effective term of the grant (to be made over four year capital investment cycles in $50.0 million increments); and (iii) 80% of EVERTEC Group employees must be residents of Puerto Rico. Failure to meet the requirements could result, among other things, in reductions of the benefits of the grant or revocation of the grant in its entirety, which could result in EVERTEC, Inc. paying additional taxes or other payments relative to what would be required to pay to other municipal agencies if the full benefits of the grant are not available.

On October 11, 2011, Evertec Group was granted a tax exemption under Tax Incentive Law No. 73 of 2008, retroactively to December 1, 2009. Under this grant, activities derived from consulting and data processing services provided outside Puerto Rico are subject to a preferred rate that declines gradually from 7% to 4% by December 1, 2013. After this date, the rate remains at 4% until its expiration in November 1, 2024.

In addition, in August 2018, the Puerto Rico Industrial Development Company approved the requested extension of a grant under Tax Incentive Law No. 135 of 1997 for EVERTEC Group. Under this grant, activities derived from certain development and installation service in excess of a determined income are subject to a fixed tax rate of 10% for a 10-year period from January 1, 2018.

The following table presents the components of the Company's deferred tax assets and liabilities:

	December 31,	
(In thousands)	**2018**	**2017**
Deferred tax assets ("DTA")		
Allowance for doubtful accounts	$ 170	$ 195
Unearned income	4,394	3,136
Investment in equity subsidiary	220	447
Alternative minimum tax	—	51
Share-based compensation	1,684	1,208
Debt issuance costs	309	69
Accrued liabilities	1,257	505
Derivative liability	351	—
Accrual of contract maintenance cost	157	472
Impairment of asset	289	425
Other	1,976	1,754
Total gross deferred tax assets	10,807	8,262
Deferred tax liabilities ("DTL")		
Capitalized salaries	1,756	1,617
Derivative asset	185	—
Difference between the assigned values and the tax basis of assets and liabilities recognized in a business combination	16,240	19,124
Other	659	353
Total gross deferred tax liabilities	18,840	21,094
Deferred tax liability, net	$ (8,033)	$ (12,832)

Pursuant to the provision of the PR Code, net operating losses ("NOL") can be carried forward for a period of seven, ten or twelve taxable years, depending on the taxable year generated. Act 72 of May 29, 2015, limited the amount of NOLs deduction to 80% for regular tax and 70% for alternative minimum tax ("AMT") for taxable years commencing after December 31, 2014. However, Act 257 of 2018 limits the deduction of NOLs to 90% for regular tax for tax years commencing after December 31, 2018. At December 31, 2018, the Company has $0.1 million in NOL carryforwards related to Puerto Rico industrial development income, available to offset future eligible income, which will expire in 2028.

The Company recognizes the benefit of uncertain tax positions ("UTPs") only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement.

The following is a tabular reconciliation of the total amounts of UTPs:

	Years ended December 31,		
(In thousands)	2018	2017	2016
Balance, beginning of year	$ 9,148	$ 12,219	$ 12,847
Gross increases—tax positions in prior period	578	—	—
Gross decreases—tax positions in prior period	(488)	—	(345)
Lapse of statute of limitations	—	(3,071)	(283)
Balance, end of year	$ 9,238	$ 9,148	$ 12,219

As of December 31, 2018, 2017 and 2016, approximately $9.2 million, $9.1 million and $12.2 million, respectively, would affect the Company's effective income tax rate, if recognized.

The Company recognizes interest and penalties related to UTB as part of income tax expense. During the years ended December 31, 2018, 2017 and 2016, the Company recognized an income tax expense of $0.4 million, an income tax benefit of $0.8 million and an income tax expense of $0.7 million, respectively, related to interest and penalties. The amount accrued for interest and penalties at December 31, 2018 and 2017 was $1.6 million, and $1.2 million, respectively. The Company anticipates changes to the UTBs within the next 12 months to be primarily related to interest. The Company believes it has sufficient accruals for contingent tax liabilities.

In connection with tax return examinations, contingencies can arise that generally result from different interpretations of tax laws and regulations as they pertain to the amount, timing or inclusion of revenues and expenses in taxable income, or the ability to utilize tax credits to reduce income taxes payable. While it is probable, based on the potential outcome of the Company's Puerto Rico and foreign tax examinations or the expiration of the statute of limitations for specific jurisdictions, that the liability for UTBs may increase or decrease within the next twelve months, the Company does not expect any such change would have a material effect on our financial condition, results of operations or cash flow.

The Company and its subsidiaries are subject to Puerto Rico income tax as well as income tax of multiple foreign jurisdictions. A significant majority of the income tax is from Puerto Rico with a statute of limitations of four years after filing the income tax returns; therefore, the income tax returns for 2014, 2015, 2016, and 2017 are currently open for examination.

The income tax expense differs from the amount computed by applying the Puerto Rico statutory income tax rate to the income before income taxes as a result of the following:

	Years ended December 31,		
(In thousands)	2018	2017	2016
Computed income tax at statutory rates	$ 38,674	$ 23,477	$ 32,525
Benefit of net tax-exempt interest income	(50)	(56)	(52)
Differences in tax rates due to multiple jurisdictions	(678)	2,353	32
Tax expense (benefit) due to a change in estimate	467	(334)	258
Effect of income subject to tax-exemption grant	(26,260)	(16,832)	(24,866)
Unrecognized tax expense (benefit)	443	(3,828)	373
Other	—	—	1
Income tax expense	$ 12,596	$ 4,780	$ 8,271

Note 20—Net Income Per Common Share

The reconciliation of the numerator and the denominator of the earnings per common share is as follows:

(Dollar amounts in thousands, except share and per share data)	Years ended December 31, 2018	2017	2016
Net income attributable to EVERTEC, Inc.'s common stockholders	$ 86,270	$ 55,054	$ 75,036
Less: non-forfeitable dividends on restricted stock	4	10	12
Net income available to common shareholders	$ 86,266	$ 55,044	$ 75,024
Weighted average common shares outstanding	72,607,321	72,479,807	74,132,863
Weighted average potential dilutive common shares (1)	1,812,789	392,381	340,506
Weighted average common shares outstanding—assuming dilution	74,420,110	72,872,188	74,473,369
Net income per common share—basic	$ 1.19	$ 0.76	$ 1.01
Net income per common share—diluted	$ 1.16	$ 0.76	$ 1.01

(1) Potential common shares consist of common stock issuable under the assumed exercise of stock options and RSUs awards using the treasury stock method.

Refer to Note 15 for a detail of dividends declared and paid during 2018 and 2017.

Note 21—Related Party Transactions

The following table presents the Company's transactions with related parties for each of the periods presented below:

(Dollar amounts in thousands)	Years ended December 31, 2018	2017	2016
Total revenues (1)(2)	$ 188,060	$ 177,213	$ 176,473
Cost of revenues	$ 3,422	$ 2,929	$ 2,180
Rent and other fees	$ 8,046	$ 7,803	$ 8,110
Interest earned from an affiliate			
Interest income	$ 147	$ 154	$ 211

(1) Total revenues from Popular as a percentage of revenues were 41%, 43% and 45% for each of the periods presented above.

(2) Includes revenues generated from investee accounted for under the equity method of $1.3 million, $1.8 million and $2.1 million for the years ended December 31, 2018, 2017 and 2016, respectively.

At December 31, 2018 and 2017, the Company had the following balances arising from transactions with related parties:

	December 31,			
(In thousands)	2018		2017	
Cash and restricted cash deposits in affiliated bank	$	29,136	$	23,227
Other due to/from affiliate				
Accounts receivable	$	25,714	$	18,073
Prepaid expenses and other assets	$	2,796	$	1,216
Other long-term assets	$	166	$	288
Accounts payable	$	6,344	$	5,827
Unearned income	$	25,401	$	19,768

The balance of cash and restricted cash deposits in an affiliated bank was included within the cash and cash equivalents and restricted cash line items in the accompanying consolidated balance sheets. Due from affiliates mainly included the amounts outstanding related to processing and information technology services billed to Popular subsidiaries according to the terms of the Master Services Agreement ("MSA") under which EVERTEC Group has a contract to provide such services for at least 15 years on an exclusive basis for the duration of the agreement on commercial terms consistent with historical pricing practices among the parties. This amount was included in the accounts receivable, net in the consolidated balance sheets.

Note 22—Commitments and Contingencies

The Company leases certain facilities and equipment under operating leases. Most leases contain renewal options for varying periods. Future minimum rental payments on such operating leases at December 31, 2018 are as follows:

(Dollar amounts in thousands)	Unrelated parties		Related party		Total minimum future rentals	
2019	$	395	$	6,529	$	6,924
2020		36		1,503		1,539
2021		—		—		—
2022		—		—		—
2023		—		—		—
	$	431	$	8,032	$	8,463

Certain lease agreements contain provisions for future rent increases. The total amount of rental payments due over the lease term is being charged to rent expense on the straight-line method over the term of the lease. The difference between rent expense recorded and the amount paid is recorded as a deferred rent obligation.

Rent expense of office facilities and real estate for the years ended December 31, 2018, 2017 and 2016 amounted to $9.2 million, $8.3 million and $8.2 million, respectively. Also, rent expense for telecommunications and other equipment for the years ended December 31, 2018, 2017 and 2016 amounted to $6.6 million, $6.0 million and $6.2 million, respectively.

EVERTEC is a defendant in a number of legal proceedings arising in the ordinary course of business. Based on the opinion of legal counsel, management believes that the final disposition of these matters will not have a material adverse effect on the business, results of operations or financial condition of the Company. The Company has identified certain claims in which a loss may be incurred, but in the aggregate the loss would be minimal. For other claims, where the proceedings are in an initial phase, the Company is unable to estimate the range of possible loss for such legal proceedings. However, the Company at this time believes that any loss related to these latter claims will not be material.

Note 23—Segment Information

The Company operates in four business segments: Payment Services - Puerto Rico & Caribbean, Payment Services - Latin America (collectively "Payment Services segments"), Merchant Acquiring, and Business Solutions.

The Payment Services - Puerto Rico & Caribbean segment revenues are comprised of revenues related to providing access to the ATH debit network and other card networks to financial institutions, including related services such as authorization, processing, management and recording of ATM and POS transactions, and ATM management and monitoring. The segment revenues also include revenues from card processing services (such as credit and debit card processing, authorization and settlement and fraud monitoring and control to debit or credit issuers), payment processing services (such as payment and billing products for merchants, businesses and financial institutions) and EBT (which principally consist of services to the government of Puerto Rico for the delivery of benefits to participants). For ATH debit network and processing services, revenues are primarily driven by the number of transactions processed. Revenues are derived primarily from network fees, transaction switching and processing fees, and the leasing of POS devices. For card issuer processing, revenues are primarily dependent upon the number of cardholder accounts on file, transactions and authorizations processed, the number of cards embossed and other processing services. For EBT services, revenues are primarily derived from the number of beneficiaries on file.

The Payment Services - Latin America segment revenues consist of revenues related to providing access to the ATH network and other card networks to financial institutions, including related services such as authorization, processing, management and recording of ATM and POS transactions, and ATM management and monitoring. The segment revenues also include revenues from card processing services (such as credit and debit card processing, authorization and settlement and fraud monitoring and control to debit or credit issuers), payment processing services (such as payment and billing products for merchants, businesses and financial institutions), as well as, licensed software solutions for risk and fraud management and card payment processing. For ATH debit network and processing services, revenues are primarily driven by the number of transactions processed. Revenues are derived primarily from network fees, transaction switching and processing fees, and the leasing of POS devices. For card issuer processing, revenues are primarily dependent upon the number of cardholder accounts on file, transactions and authorizations processed, the number of cards embossed and other processing services.

The Merchant Acquiring segment consists of revenues from services that allow merchants to accept electronic methods of payment. In the Merchant Acquiring segment, revenues include a discount fee and membership fees charged to merchants, debit network fees and rental fees from POS devices and other equipment, net of credit card interchange and assessment fees charged by credit cards associations (such as VISA or MasterCard) or payment networks. The discount fee is generally a percentage of the transaction value. EVERTEC also charges merchants for other services that are unrelated to the number of transactions or the transaction value.

The Business Solutions segment consists of revenues from a full suite of business process management solutions in various product areas such as core bank processing, network hosting and management, IT professional services, business process outsourcing, item processing, cash processing, and fulfillment. Core bank processing and network services revenues are derived in part from a recurrent fixed fee and from fees based on the number of accounts on file (i.e. savings or checking accounts, loans, etc.) or computer resources utilized. Revenues from other processing services within the Business Solutions segment are generally volume-based and depend on factors such as the number of accounts processed. In addition, EVERTEC is a reseller of hardware and software products and these resale transactions are generally non-recurring.

In addition to the four operating segments described above, Management identified certain functional cost areas that operate independently and do not constitute businesses in themselves. These areas could neither be concluded as operating segments nor could they be combined with any other operating segments. Therefore, these areas are aggregated and presented as “Corporate and Other” category in the financial statements alongside the operating segments. The Corporate and other category consists of corporate overhead expenses, intersegment eliminations, certain leveraged activities and other non-operating and miscellaneous expenses that are not included in the operating segments. The overhead and leveraged costs relate to activities such as:

- marketing,
- corporate finance and accounting,
- human resources,
- legal,

- risk management functions,
- internal audit,
- corporate debt related costs,
- non-operating depreciation and amortization expenses generated as a result of the Merger,
- intersegment revenues and expenses, and
- other non-recurring fees and expenses that are not considered when management evaluates financial performance at a segment level

The Chief Operating Decision Maker ("CODM") reviews the operating segments separate financial information to assess performance and to allocate resources. Management evaluates the operating results of each of its operating segments based upon revenues and Adjusted Earnings before Interest, Taxes, Depreciation and Amortization ("Adjusted EBITDA"). Adjusted EBITDA is defined as EBITDA further adjusted to exclude unusual items and other adjustments. Adjusted EBITDA, as it relates to operating segments, is presented in conformity with Accounting Standards Codification Topic 280, "Segment Reporting" given that it is reported to the CODM for purposes of allocating resources. Segment asset disclosure is not used by the CODM as a measure of segment performance since the segment evaluation is driven by revenues and adjusted EBITDA performance. As such, segment assets are not disclosed in the notes to the accompanying consolidated financial statements.

The following tables set forth information about the Company’s operations by its four business segments for the periods indicated below. Historical information has been conformed to the updated presentation.

	December 31, 2018					
(In thousands)	Payment Services - Puerto Rico & Caribbean	Payment Services - Latin America	Merchant Acquiring, net	Business Solutions	Corporate and Other [(1)]	Total
Revenues	$ 114,119	$ 80,899	$ 99,655	$ 197,602	$ (38,406)	$ 453,869
Operating costs and expenses	52,006	75,240	55,778	126,232	19,485	328,741
Depreciation and amortization	9,734	9,284	1,698	13,878	28,473	63,067
Non-operating income (expenses)	2,420	11,750	3	477	(11,356)	3,294
EBITDA	74,267	26,693	45,578	85,725	(40,774)	191,489
Compensation and benefits [(2)]	1,087	1,034	938	2,088	8,512	13,659
Transaction, refinancing, and other fees [(3)]	(250)	—	—	—	7,561	7,311
Adjusted EBITDA	$ 75,104	$ 27,727	$ 46,516	$ 87,813	$ (24,701)	$ 212,459

(1) Corporate and Other consists of corporate overhead, certain leveraged activities, other non-operating expenses and intersegment eliminations. Intersegment eliminations predominantly reflect the $36.1 million processing fee from Payments Services - Puerto Rico and Caribbean to Merchant Acquiring, intercompany software sale and developments of $2.3 million from Payment Services- Latin America to Payment Services- Puerto Rico & Caribbean and cost transfer fees from Corporate and Other to Payment Services Latin America for leveraged services and management fees.

(2) Primarily represents share-based compensation and other compensation expense and severance payments.

(3) Primarily represents fees and expenses associated with corporate transactions as defined in the 2018 Credit Agreement, relief contributions related to the 2017 hurricanes and the elimination of non-cash equity earnings from our 19.99% equity investment in Consorcio de Tarjetas Dominicanas S.A., net of cash dividends received.

EVERTEC, Inc. Notes to Consolidated Financial Statements

(In thousands)	December 31, 2017 Payment Services - Puerto Rico & Caribbean	Payment Services - Latin America	Merchant Acquiring, net	Business Solutions	Corporate and Other [1]	Total
Revenues	$ 101,687	$ 62,702	$ 85,778	$ 189,077	$ (32,100)	$ 407,144
Operating costs and expenses	57,463	66,786	57,574	119,761	19,477	321,061
Depreciation and amortization	8,993	8,880	2,254	15,774	28,349	64,250
Non-operating income (expenses)	2,229	8,726	1	13	(7,708)	3,261
EBITDA	55,446	13,522	30,459	85,103	(30,936)	153,594
Compensation and benefits [2]	589	816	573	1,687	6,090	9,755
Transaction, refinancing, exit activity and other fees [3]	2,499	3,220	6,465	—	2,495	14,679
Adjusted EBITDA	$ 58,534	$ 17,558	$ 37,497	$ 86,790	$ (22,351)	$ 178,028

(1) Corporate and Other consists of corporate overhead, certain leveraged activities, other non-operating expenses and intersegment eliminations. Intersegment eliminations predominantly reflect the $32.1 million processing fee from Payments Services - Puerto Rico and Caribbean to Merchant Acquiring and cost transfer fees from Corporate and Other to Payment Services Latin America for leveraged services and management fees.

(2) Primarily represents share-based compensation and other compensation expense and severance payments.

(3) Primarily represents fees and expenses associated with corporate transactions as defined in the 2013 Credit Agreement, an impairment charge and contractual fee accrual for a third party software solution that was determined to be commercially unviable and the elimination of non-cash equity earnings from our 19.99% equity investment in Consorcio de Tarjetas Dominicanas S.A., net of cash dividends received.

(In thousands)	December 31, 2016 Payment Services - Puerto Rico & Caribbean	Payment Services - Latin America	Merchant Acquiring, net	Business Solutions	Corporate and Other [1]	Total
Revenues	$ 99,680	$ 47,162	$ 91,248	$ 184,276	$ (32,859)	$ 389,507
Operating costs and expenses	49,128	45,304	52,771	113,082	22,077	282,362
Depreciation and amortization	7,597	7,285	2,672	13,783	28,230	59,567
Non-operating income (expenses)	2,238	5,584	—	24	(7,354)	492
EBITDA	60,387	14,727	41,149	85,001	(34,060)	167,204
Compensation and benefits [2]	637	627	480	1,961	6,777	10,482
Transaction, refinancing, and other fees [3]	2,062	—	—	2,277	5,650	9,989
Adjusted EBITDA	$ 63,086	$ 15,354	$ 41,629	$ 89,239	$ (21,633)	$ 187,675

(1) Corporate and Other consists of corporate overhead, certain leveraged activities, other non-operating expenses and intersegment eliminations. Intersegment eliminations predominantly reflect the $32.9 million processing fee from Payments Services - Puerto Rico and Caribbean to Merchant Acquiring and cost transfer fees from Corporate and Other to Payment Services Latin America for leveraged services and management fees.

(2) Primarily represents share-based compensation and other compensation expense and severance payments.

(3) Primarily represents fees and expenses associated with corporate transactions as defined in the 2013 Credit Agreement and consulting, audit and legal expenses incurred as part of the prior year restatement of financial results, certain fees paid to resolve a software maintenance contract matter, a software impairment charge and the elimination of non-cash equity earnings from our 19.99% equity investment in Consorcio de Tarjetas Dominicanas S.A., net of cash dividends received.

The reconciliation of EBITDA to consolidated net income is as follows:

	Years ended December 31,		
(In thousands)	**2018**	**2017**	**2016**
Total EBITDA	$ 191,489	$ 153,594	$ 167,204
Less:			
Income tax expense	12,596	4,780	8,271
Interest expense, net	29,257	29,145	24,240
Depreciation and amortization	63,067	64,250	59,567
Net Income	$ 86,569	$ 55,419	$ 75,126

The geographic segment information below is classified based on the geographic location of the Company's subsidiaries:

	Years ended December 31,		
(Dollar amounts in thousands)	**2018**	**2017**	**2016**
Revenues [(1)]			
Puerto Rico	$ 358,436	$ 329,533	$ 326,073
Caribbean	15,672	14,909	16,272
Latin America	79,761	62,702	47,162
Total revenues	$ 453,869	$ 407,144	$ 389,507

(1) Revenues are based on subsidiaries' country of domicile.

Major customers

For the years ended December 31, 2018, 2017 and 2016, the Company had one major customer which accounted for approximately $186.8 million or 41%, $175.4 million or 43%, and $174.4 million or 45%, respectively, of total revenues. See Note 21.

The Company's next largest customer, the Government of Puerto Rico, consolidating all individual agencies and public corporations, represented 7% of the Company's total revenues for each the years ended December 31, 2018, 2017 and 2016.

Note 24—Subsequent Events

On February 14, 2019, the Board declared a regular quarterly cash dividend of $0.05 per share on the Company's outstanding shares of common stock. The dividend will be paid on March 22, 2019 to stockholders of record as of the close of business on February 26, 2019. The Board anticipates declaring this dividend in future quarters on a regular basis; however future declarations of dividends are subject to Board of Directors' approval and may be adjusted as business needs or market conditions change.

Schedule I

EVERTEC, Inc. Condensed Financial Statements
Parent Company Only

Condensed Balance Sheets

(In thousands)	December 31, 2018	December 31, 2017
Assets		
Current assets:		
Cash	$ 1,678	$ 1,679
Accounts receivable, net	2,068	—
Prepaid expenses and other assets	41	24
Prepaid income tax	—	1,594
Total current assets	3,787	3,297
Investment in subsidiaries, at equity	221,515	155,666
Total assets	$ 225,302	$ 158,963
Liabilities and stockholders' equity		
Current liabilities:		
Accrued liabilities	$ 226	$ 224
Accounts payable	—	359
Income tax payable	1,660	—
Total current liabilities	1,886	583
Deferred tax liability, net	5,665	8,660
Other long-term liabilities	6,292	5,608
Total liabilities	13,843	14,851
Stockholders' equity:		
Common stock	723	723
Additional paid-in capital	5,783	5,350
Accumulated earnings	228,742	148,887
Accumulated other comprehensive loss, net of tax	(23,789)	(10,848)
Total stockholders' equity	211,459	144,112
Total liabilities and stockholders' equity	$ 225,302	$ 158,963

Condensed Statements of Income and Comprehensive Income

(In thousands)	Years ended December 31, 2018	2017	2016
Non-operating income (expenses)			
Equity in earnings of subsidiaries	$ 84,866	$ 49,162	$ 75,373
Interest income	380	301	244
Other expenses	(1,396)	(1,428)	(1,351)
Income before income taxes	83,850	48,035	74,266
Income tax benefit	(2,420)	(7,019)	(770)
Net income	86,270	55,054	75,036
Other comprehensive income (loss), net of tax			
Foreign currency translation adjustments	(10,564)	(635)	(3,360)
(Loss) gain on cash flow hedges	(2,377)	2,178	(1,449)
Total comprehensive income	$ 73,329	$ 56,597	$ 70,227

Schedule I

Condensed Statements of Cash Flows

	Years ended December 31,		
(In thousands)	2018	2017	2016
Cash flows from operating activities	$ 19,431	$ 29,422	$ 71,795
Cash flows from financing activities			
Dividends paid	(7,273)	(21,762)	(29,696)
Repurchase of common stock	(10,000)	(7,671)	(39,946)
Withholding taxes paid on share-based compensation	(2,159)	(1,588)	(548)
Net cash used in financing activities	(19,432)	(31,021)	(70,190)
Net (decrease) increase in cash	(1)	(1,599)	1,605
Cash at beginning of the period	1,679	3,278	1,673
Cash at end of the period	$ 1,678	$ 1,679	$ 3,278

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Section 2: EX-10.33 (EXHIBIT 10.33)

EXHIBIT 10.33

Execution Version

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made by and between EVERTEC GROUP, LLC, a Puerto Rico limited liability company (the "Company"), and MORGAN M. SCHUESSLER, JR. ("Executive" and, collectively with the Company, the "Parties"), as of this 8th day of November, 2018 (the "Effective Date").

WHEREAS, the Parties desire to continue Executive's employment by entering into the Agreement pursuant to the terms, provisions and conditions set forth herein.

WHEREAS, the Compensation Committee (the "Committee") of the Board of Directors of Evertec, Inc. (the "Board") has approved this form of employment agreement and has authorized its execution by the Company.

WHEREAS, this Agreement supersedes and replaces any prior employment agreement between Executive and the Company.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, understandings, representations, warranties, undertakings and promises hereinafter set forth, intending to be legally bound thereby, the Parties agree as follows:

1. Employment Period.

Subject to earlier termination in accordance with Section 3 of this Agreement, Executive shall continue to be employed by the Company under this Agreement until December 31, 2021 (the "Employment Period"); provided, however, that the Employment Period shall thereafter automatically renew for additional successive one-year periods, starting on January 1, 2022, unless either party gives the other party at least 180 calendar days prior advance written notice of its intent not to renew the Employment Period. Upon Executive's termination of employment with the Company for any reason, Executive shall immediately resign all positions with Evertec, Inc. ("Evertec"), the Company and their subsidiaries or affiliates.

2. Terms of Employment.

(a) Position. During the Employment Period, Executive shall serve as President and Chief Executive Officer of the Company and will perform such duties and exercise such supervision with regard to the business of the Company as are associated with such positions, including such duties as may be prescribed from time to time by the Board. Executive shall report directly and exclusively to the Board and, if requested by the Board, Executive hereby agrees to serve (without additional compensation) as an officer and/or agrees to be nominated to serve as a director of the Company or any affiliate or subsidiary thereof. All officers and employees of the Company and each affiliate or subsidiary shall report directly or indirectly to Executive.

(b) Duties. During the Employment Period, Executive shall have such responsibilities, duties, and authority that are customary for his position, subject at all times to the control of the Board, and shall perform such services as customarily are provided by an executive of a corporation with his position and such other services consistent with his position, as shall be assigned to him from time to time by the Board. During the Employment Period, and excluding any periods of vacation and leave to which the Executive is entitled in accordance with Company policies and applicable law, the Executive agrees to devote all of his business time to the business and affairs of the Company and to use Executive's commercially reasonable efforts to perform faithfully, effectively and efficiently his responsibilities and obligations hereunder. The Parties agree that, subject to Board approval, Executive may continue to participate from time to time (as a board member or officer) in civic, political, and charitable activities, as such service generally creates good will and contributes to a favorable reputation for the Company in the community. In addition, subject to Board approval, Executive shall be permitted to serve on the board of directors of a for-profit corporation as long as such service does not create a conflict of interest.

(c) Principal Work Location. Executive's principal work location, subject to travel on Company business, shall be the Company's headquarters in Puerto Rico or such other location as mutually agreed to by Executive and the Board. Notwithstanding the foregoing, Executive may work from a personal residence other than his personal residence located in Puerto Rico (or other mutually agreed upon location) for up to forty-five (45) business days in a calendar year (not including any days he is required to travel for work purposes), provided that he shall not work from such other personal residence on any day to the extent his presence is required in Puerto Rico (or other mutually agreed upon location) at such time.

(d) Compensation; Benefits; Reimbursement of Expenses.

(i) Base Salary. During the Employment Period, Executive shall receive an annual base salary in an amount equal to no less than Seven Hundred Thousand Dollars ($700,000), less all applicable withholdings, which shall be paid in accordance with the customary payroll practices of the Company as in effect from time to time (the "Annual Base Salary"). The Annual Base Salary shall be subject to annual review by the Board (or a committee thereof), which may in its sole discretion increase, but not decrease, the Annual Base Salary other than in connection with a Company-wide reduction in compensation (but in no event shall such decrease be more than 10% of Executive's then current Annual Base Salary).

(ii) Annual Bonus; Christmas Bonus. During the Employment Period, with respect to each completed fiscal year of the Company, Executive shall be eligible to receive a bonus of up to 100% of the Annual Base Salary (the "Bonus") pursuant to the terms and conditions set forth in the EVERTEC Annual Performance Incentive Guidelines in effect on the date eligibility for a bonus is determined. In addition, during the Employment Period, with respect to each completed fiscal year of the Company, Executive shall be eligible to receive a Christmas bonus, subject to applicable law, of up to 3% of the Annual Base Salary, payable on or about December 15th of each year.

(iii) Long-Term Incentive Compensation. To the extent that Executive is to be granted any long-term incentive compensation, such long-term compensation shall be subject to the terms of the applicable award agreement and the Company's 2013 Equity Incentive Plan (the "2013 Plan") or any successor plan thereto.

(iv) Benefits. During the Employment Period, Executive shall be eligible to participate in all retirement, compensation and employee benefit plans, practices, policies and programs, including any health and dental insurance, vacation pay, and life insurance for a face amount of no less than $1,000,000 and short- term ($1,000 per week) and long-term (60% of base salary, subject to a cap of $10,000 a month) disability insurance benefits provided by the Company to other executives of the Company (except severance plans, policies, practices, or programs) subject to the eligibility criteria set forth therein, as such may be amended or terminated from time to time. During the Employment Period, Executive shall also be provided a car plus related insurance in accordance with Company policy. In addition, during the Employment Period, Executive shall be covered by the Company's corporate membership for the Dorado Golf and Beach Club, provided that in the event the Company's cost of such membership for Executive exceeds Ten Thousand Dollars ($10,000) per calendar year, Executive shall be required to reimburse the Company for the cost of the membership in excess of Ten Thousand Dollars ($10,000) per calendar year. Executive shall remit such reimbursement to the Company within thirty (30) days of being invoiced by the Company. Finally, Executive shall be eligible for no less than 4 weeks paid vacation each calendar year in addition to the Company's standard holidays.

(v) Expenses. Executive shall be entitled to receive reimbursement for all reasonable business expenses incurred by Executive during the Employment Period in performance of his duties hereunder provided that Executive provides all necessary documentation in accordance with the Company's policies.

(vi) Election to the Board. The Company shall cause Executive to continue to be nominated for election as a member of the Board during the Employment Period.

(vii) D & O Coverage. During the Employment Period, the Company shall provide Executive with the same level and term of directors and officers liability coverage provided to its directors and officers generally. Such coverage shall continue in effect after Executive's Date of Termination (as defined in this Agreement) with respect to the decisions and actions Executive engaged in during his employment in accordance with the terms of the applicable Company polic(ies) in effect from time to time.

3. Termination of Employment.

(a) Death or Disability. Executive's employment shall terminate automatically upon Executive's death. If Executive becomes subject to a "Disability" (as defined below) during the Employment Period, the Company may give Executive written notice in accordance with Sections 3(f) and 9(g) of its intention to terminate Executive's employment. For purposes of this Agreement, "Disability" means Executive's inability even with reasonable accommodation to perform his essential duties hereunder by reason of any medically determinable physical or mental impairment for a period of six (6) months or more in any twelve (12) month period.

(b) Cause. Executive's employment may be terminated at any time by the Company for Cause. For purposes of this Agreement, "Cause" shall mean Executive's (i) commission of a felony or a crime of moral turpitude; (ii) engaging in conduct that constitutes fraud, bribery or embezzlement; (iii) engaging in conduct that constitutes gross negligence or willful misconduct that results or could reasonably be expected to result in material harm to the Company's business or reputation; (iv) breach of any material terms of Executive's employment, including this Agreement, which results or could reasonably be expected to result in material harm to the Company's business or reputation; (v) continued willful failure to substantially perform reasonable and proper duties as President and Chief Executive Officer; (vi) failure to live and work in Puerto Rico except as specifically permitted under Section 2(c) of this Agreement; or (vii) violation of the Company's "Code of Ethics" or other written Company policy which is materially injurious to the Company. Executive's employment shall not be terminated for "Cause" within the meaning of clauses (iii), (iv), (v) and (vii) above unless Executive has been given written notice by the Board stating the basis for such termination and Executive is given thirty (30) calendar days to cure, to the extent curable, the neglect or conduct that is the basis of any such claim.

(c) Termination Without Cause. The Company may terminate Executive's employment hereunder without Cause at any time.

(d) Good Reason. Executive's employment may be terminated at any time by Executive for Good Reason upon thirty (30) calendar days' prior written notice following the occurrence of the event giving rise to the termination for Good Reason. For purposes of this Agreement, "Good Reason" shall mean the resignation after any of the following actions or events taken without Executive's written consent: (i) any material failure of the Company to fulfill its obligations under this Agreement; (ii) Executive no longer reports directly and exclusively to the board of directors of a publicly traded company, where the common stock of such company is registered for sale pursuant to the Securities Exchange Act of 1934, as amended; and where all of the officers and employees of such company report directly or indirectly to Executive; or (iii) the failure of any successor (whether by sale, reorganization, consolidation, merger or other corporate transaction which constitutes a change in control under the 2013 Plan (a "Change in Control")) to assume this Agreement, whether in writing or by operation of law; provided, however, that any such event shall not constitute Good Reason unless and until Executive shall have provided the Company with notice thereof no later than 30 calendar days following Executive's knowledge of the occurrence of such event and the Company shall have failed to remedy such event within 30 calendar days of receipt of such notice.

(e) Voluntary Termination. Executive's employment may be terminated at any time by Executive without Good Reason upon 30 calendar days' prior written notice.

(f) Termination due to Non-Renewal of the Agreement. Executive's employment will automatically terminate at the end of the Employment Period in the event the Company or Executive provides the other Party with notice of its intent not to renew the Employment Period pursuant to Section 1 of this Agreement and the Agreement is not renewed.

(g) Notice of Termination. Any termination by the Company for Cause or without Cause, or by Executive for Good Reason or without Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 9(g). For purposes of this Agreement, a "Notice of Termination" shall mean a written notice that (i) indicates the specific termination provision in this Agreement relied upon; (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated; and (iii) specifies the Date of Termination. The failure by Executive or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of Executive or the Company hereunder or preclude Executive or the Company from asserting such fact or circumstance in enforcing Executive's or the Company's rights hereunder, so long as all reasons for termination are described in at least summary fashion in the Notice of Termination.

(h) Date of Termination. "Date of Termination" shall mean the date Executive ceases to be employed by the Company.

4. Obligations of the Company upon Termination.

(a) With Good Reason; Without Cause. If during the Employment Period the Company shall terminate Executive's employment without Cause or Executive shall terminate his employment for Good Reason, then the Company will provide Executive with the following payments and/or benefits:

(i) The Company shall pay to Executive as soon as reasonably practicable but no later than the 15th day of the third month following the end of the calendar year that contains the Date of Termination in a lump sum to the extent not previously paid, (A) the Annual Base Salary through the Date of Termination; (B) the amount of any unpaid expense reimbursements to which Executive may be entitled pursuant to Section 2(d)(v) hereto; and (C) any other vested payments or benefits to which Executive or Executive's estate may be entitled to receive under any of the Company's benefit plans or applicable law, in accordance with the terms of such plans or law or clauses (A)-(C), the "Accrued Obligations"); and

(ii) Subject to Section 4(f) below, after the Date of Termination, the Company shall pay Executive (A) the unpaid Bonus for any fiscal year ended prior to the year in which the Date of Termination occurs, provided that Executive was employed on the last day of such fiscal year and (B) in cash, severance in an amount equal to twice the sum of Executive's Annual Base Salary plus his target Bonus for the year in which he is terminated, in a lump sum on the date that is 60 calendar days following the Date of Termination; and

(iii) Subject to Section 4(f) below, if the Date of Termination occurs prior to a Change in Control or more than two years after a Change in Control, (A) any then unvested time-based long-term incentive award(s) shall be prorated as of the Date of Termination (unless the applicable award agreement provides for full vesting as of the Date of Termination in which case the award agreement provision shall apply) and such prorated award(s) shall become fully vested as of the Date of Termination (and the remaining non-prorated portion of the unvested time-based long-term incentive award(s) shall be forfeited as of the Date of Termination), with settlement of the vested portion to occur within 75 days following the vesting date (or at such other time as required to comply with Section 409(A) of the Code, if applicable) and (B) any then unvested performance-based long-term incentive award(s) shall be prorated as of the Date of Termination and such prorated portion of the award(s) shall remain outstanding and eligible to vest based on the actual level of performance achieved for the applicable performance period (and the remaining non-prorated portion of the unvested performance-based long-term incentive award(s) shall be forfeited as of the Date of Termination), and the Company shall settle the award(s) within 75 days following the applicable vesting date. (For purposes of this Section 4(a), proration will be based on a fraction, the numerator of which is the number of full months in the applicable vesting period during which Executive was employed by the Company and the denominator of which is the total number of months in the applicable vesting period. Any partial month shall count as a whole calendar month if Executive was in the employ of the Company for at least 15 calendar days during the month.) The provisions in this Section 4(a)(iii) shall apply notwithstanding any award agreement provision to the contrary, provided that (A) in the event an award is subject to Section 409A of the Code (as defined in Section 9(m)) and the settlement provisions of this Agreement would cause an impermissible acceleration or deferral of settlement of such award in violation of Section 409A, the settlement provisions in this Agreement shall be null and void and settlement shall be made in accordance with the applicable award agreement and (B) the Company and Executive may agree that any awards granted after the date of this Agreement shall have different terms than provided under this Section 4(a)(iii) pursuant to a written agreement; and

(iv) Subject to Section 4(f) below, if the Date of Termination occurs within two (2) years following a Change in Control, (A) any then unvested time-based long-term incentive award(s) shall be shall become fully vested as of the Date of Termination and (B) any then unvested performance-based long-term incentive award(s) shall become fully vested as of the Date of Termination (x) based on actual level of performance achieved as of the Change in Control (to the extent the performance period with respect to the relevant goal was completed as of the Change in Control date) and (y) at the target level of performance (to the extent the performance period with respect to the relevant goal was not complete as of the Change in Control date), with settlement to occur within 75 days following the vesting date (or at such other time as required to comply with Section 409(A) of the Code, if applicable). For the avoidance of doubt, it is understood that there may be circumstances where a component of an unearned performance award(s) is valued based on actual performance and a separate component is valued based on target performance. The provisions in this Section 4(a)(iv) shall apply notwithstanding any award agreement provision to the contrary, provided that (A) in the event an award is subject to Section 409A and the settlement provisions of this Agreement would cause an impermissible acceleration or deferral of settlement of such award in violation of Section 409A, the settlement provisions in this Agreement shall be null and void and settlement shall be made in accordance with the applicable award agreement and (B) the Company and Executive may agree that any awards granted after the date of this Agreement shall have different terms than provided under this Section 4(a)(iv) pursuant to a written agreement.

(v) The payments and benefits contemplated under Section 4(a)(ii),(iii) and (iv) above are collectively referred to herein as the "Severance Payment".

(b) Death or Disability. If Executive's employment shall be terminated by reason of the Executive's death or Disability, then the Company will provide Executive with the Accrued Obligations. Thereafter, the Company shall have no further obligation to Executive, his estate, his beneficiaries or his legal representatives.

(c) Cause; Other than for Good Reason. If Executive's employment shall be terminated by the Company for Cause or by Executive without Good Reason, then the Company shall have no further obligations to Executive other than for payment of the Accrued Obligations.

(d) Expiration of the Employment Period. Subject to Section 4(f) below, if Executive's employment terminates because the Company elects not to renew the Employment Period pursuant to Section 3(f) , the Company has no basis to terminate Executive's employment for Cause, and Executive remains employed by the Company through the last day of the Employment Period that expires, then the Company will provide Executive with the Accrued Obligations and will pay Executive in cash an amount equal to the greater of (i) Executive's Annual Base Salary and (ii) amounts due under applicable laws (the "Expiration Payment"). The Expiration Payment shall be made in a lump sum on the date that is 30 calendar days following Executive's termination of employment. In addition, any unvested long-term incentive awards shall vest in accordance with Section 4(a)(iii) if Executive's termination occurs other than within two years following a Change in Control or 4(a)(iv) if Executive's termination occurs within two years following a Change in Control.

(e) Except as provided herein, the Company shall have no further obligation to Executive or his legal representatives following the date he ceases to be employed by the Company.

(f) Separation Agreement and General Release. The Company's obligation to make the Severance Payment or the Expiration Payment (and the acceleration of long term incentive awards pursuant to Section 4(d)), as applicable, is conditioned on Executive's executing a separation agreement and general release of claims related to or arising from Executive's employment with the Company or the termination of employment, against the Company and its affiliates (and their respective officers and directors) substantially in the form set forth in Exhibit A which shall be provided in final form by the Company to Executive within five (5) calendar days following the Date of Termination; provided, however, that, if Executive should fail to execute such release within 21 calendar days following the receipt of the release, or revokes within seven (7) days of execution, the Company shall not have any obligation to provide the Severance Payment or Expiration Payment. If Executive executes the release within such 21-calendar day period and does not revoke the release within seven (7) calendar days following the execution of the release, the Severance Payment or the Expiration Payment, as applicable, will be made in accordance with Section 4(a) or (d), as applicable.

5. Restrictive Covenants.

(a) In consideration of Executive's employment and receipt of payments hereunder, including, without limitation, the grant of any form of long-term compensation described in Section 2(d) herein), during the period commencing on the Effective Date and ending twelve (12) months after the Date of Termination, Executive shall not directly, or indirectly through another person, (i) directly or indirectly induce or attempt to induce any employee, representative, agent or consultant of the Company or any of its affiliates or subsidiaries to leave the employ or service of the Company or any of its affiliates or subsidiaries, or in any way interfere with the relationship between the Company or any of its affiliates or subsidiaries and any employee, representative, agent or consultant thereof or (ii) solicit to hire any person who was an employee, representative, agent or consultant of the Company or any of its affiliates or subsidiaries at any time during the twelve-month period immediately prior to the date on which such hiring would take place. No action by another person or entity shall be deemed to be a breach of this provision unless the Executive directly or indirectly assisted, encouraged or otherwise counseled such person or entity to engage in such activity.

(b) Non-Competition. Executive hereby acknowledges that he is familiar with the Confidential Information (as defined below) of the Company and its affiliates and subsidiaries. Executive acknowledges and agrees that the Company would be irreparably damaged if Executive were to provide services to any person engaged in the Business in the Territory (each as defined below) and that such competition by Executive would result in a significant loss of goodwill by the Company. Therefore, Executive agrees that the following are reasonable restrictions:

i) *The Business*: During the Employment Period, and for a term of twelve (12) months immediately after the termination of such relationship (voluntarily or involuntarily), Executive shall not, directly or indirectly, engage in, own, manage, operate or provide services to, or be employed by any entity engaged in the Business in the Territory; provided, however, that nothing herein shall prohibit Executive from being a passive owner of not more than 5% of the outstanding stock of any class of a corporation which is publicly traded so long as Executive does not have any active participation in the business of such corporation.

ii) *Clients*: For a period of twelve (12) months immediately after the termination of the Executive's employment relationship with the Company (voluntarily or involuntarily) Executive shall not, directly or indirectly, solicit or provide, without the written consent from the Company, any service for any Client comparable to the services provided by Executive during his employment relationship.

For purposes of this Section 5(b) of the Agreement, the following terms shall have these meanings:

"Business" shall mean the business of providing full service transaction processing including merchant acquiring, payment services and business process management services, to the extent such activity or activities were actually performed or engaged in by, for, or on behalf of, the Company or any of its subsidiaries or affiliates during the Employment Period.

"Client" shall mean any client or customer of the Company at the time of termination of Executive's employment relationship with the Company, or within twelve (12) months prior to termination of the Executive's employment relationship for whom Executive provided any services on behalf of the Company or any of its affiliates or subsidiaries at any time during the Employment Period.

"Territory" shall mean Puerto Rico, Mexico and any country in Central America, South America or in the Caribbean and any other country (other than the United States of America or Canada) with respect to which the Company derived at least 2% of its gross revenues during the 12 consecutive month period ending on Executive's Date of Termination.

Executive warrants and represents that the nature and extent of this non-competition clause has been fully explained to Executive by the Company, and that Executive's decision to accept the same is made voluntarily, knowingly, intelligently and free from any undue pressure or coercion. Executive further warrants and represents that he has agreed to this non-competition clause in exchange for compensation, benefits and protections Executive is receiving under this Agreement.

(c) Non-Disclosure; Non-Use of Confidential Information. Executive shall not disclose or use at any time, either during his employment with the Company or at any time thereafter, any Confidential Information of which Executive is or becomes aware, whether or not such information is developed by him, except to the extent that such disclosure or use is directly related to and required by Executive's performance in good faith of duties assigned to Executive by the Company. Executive will take all appropriate steps to safeguard all Confidential Information in his possession and to protect it against disclosure, misuse, espionage, loss and theft. Executive shall deliver to the Company at the termination of his employment with the Company, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof, whether in written or electronic form) relating to the Confidential Information or the "Work Product" (as defined in Section 5(e)(ii)) of the business of the Company that Executive may then possess or have under his control.

Executive is hereby notified in accordance with the Defend Trade Secrets Act of 2016 that Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Executive is further notified that if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the Company's trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

(d) Proprietary Rights. Executive recognizes that the Company possesses a proprietary interest in all Confidential Information and Work Product and has the exclusive right and privilege to use, protect by copyright, patent or trademark, or otherwise exploit the processes, ideas and concepts described therein to the exclusion of Executive, except as otherwise agreed between the Company and Executive in writing. Executive expressly agrees that any Work Product made or developed by Executive or his agents during the course of Executive's employment, including any Work Product which is based on or arises out of Work Product, shall be the property of and inure to the exclusive benefit of the Company. Executive further agrees that all Work Product developed by Executive (whether or not able to be protected by copyright, patent or trademark) during the course of his employment with the Company, or involving the use of the time, materials or other resources of the Company, shall be promptly disclosed to the Company and shall become the exclusive property of the Company, and Executive shall execute and deliver any and all documents necessary or appropriate to implement the foregoing.

(e) Certain Definitions.

(i) As used herein, the term "Confidential Information" shall mean information that is not generally known to the public (but for purposes of clarity, Confidential Information shall never exclude any such information that becomes known to the public because of Executive's unauthorized disclosure) and that is used, developed or obtained by the Company in connection with its business, including, but not limited to, information, observations and data obtained by Executive while employed by the Company concerning (A) the business or affairs of the Company; (B) products or services; (C) fees, costs and pricing structures; (D) designs; (E) analyses; (F) drawings, photographs and reports; (G) computer software, including operating systems, applications and program listings; (H) flow charts, manuals and documentation; (I) databases; (J) accounting and business methods; (K) inventions, devices, new developments, methods and processes, whether patentable or non-patentable and whether or not reduced to practice; (L) customers and clients and customer or client lists; (M) other copyrightable works; (N) all production methods, processes, technology and trade secrets; and (O) all similar and related information in whatever form. Confidential Information will not include any information that has been published in a form generally available to the public (except as a result of Executive's unauthorized disclosure or any third party's unauthorized disclosure resulting from any direct or indirect influence by Executive) prior to the date Executive proposes to disclose or use such information. Confidential Information will not be deemed to have been published or otherwise disclosed merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(ii) As used herein, the term "Work Product" shall mean all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (whether patentable or not patentable) that relates to the Company's actual or anticipated business, research and development or existing or future products or services and that are conceived, developed or made by Executive (whether or not during usual business hours and whether or not alone or in conjunction with any other person) while employed by the Company together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing.

6. Reciprocal Non-Disparagement.

During the Employment Period and at all times thereafter, neither Executive nor his agents or representatives shall directly or indirectly issue or communicate any public statement, or statement likely to become public, that maligns, denigrates or disparages the Company (including any of the Company's officers, directors or employees) or any affiliates. The foregoing shall not be violated by (i) truthful statements made in connection with the enforcement of this Agreement or in response to legal process or governmental inquiry or (ii) by private statements to the Company or any of Company's officers, directors or employees; provided, that in the case of Executive, with respect to clause (ii), such statements are made in the course of carrying out his duties pursuant to this Agreement. Likewise, during the Employment Period and at all times thereafter, neither the Board nor any officer or director shall directly or indirectly issue or communicate any public statement, or statement likely to become public, that maligns, denigrates or disparages Executive. The foregoing shall not be violated by (i) truthful statements made in connection with the enforcement of this Agreement or in response to legal process or governmental inquiry or (ii) by private statements by the Company to any of Company's officers or directors.

7. Intentionally Left Blank.

8. Executive's Representations, Warranties and Covenants.

(a) Executive hereby represents and warrants to the Company that:

(i) Executive has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and this Agreement has been duly executed by Executive voluntarily, knowingly, intelligently and free from any undue pressure or coercion;

(ii) The execution, delivery and performance of this Agreement by Executive does not and will not, with or without notice or the passage of time, conflict with, breach, violate or cause a default under any agreement, contract or instrument to which Executive is a party or any judgment, order or decree to which Executive is subject;

(iii) Executive is not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, fee for services agreement, confidentiality agreement or similar agreement with any other person, other than as disclosed in writing to the Company;

(iv) upon the execution and delivery of this Agreement by the Company and Executive, this Agreement will be a legal, valid and binding obligation of Executive, enforceable in accordance with its terms;

(v) Executive understands that the Company will rely upon the accuracy and truth of the representations and warranties of Executive set forth herein and Executive consents to such reliance; and

(vi) as of the date of execution of this Agreement, Executive is not in breach of any of its terms, including having committed any acts that would form the basis for a Cause termination if such act had occurred after the Effective Date.

(b) The Company hereby represents and warrants to Executive that:

(i) the Company has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and this Agreement has been duly executed by the Company;

(ii) the execution, delivery and performance of this Agreement by the Company does not and will not, with or without notice or the passage of time, conflict with, breach, violate or cause a default under any agreement, contract or instrument to which the Company is a party or any judgment, order or decree to which the Company is subject;

(iii) upon the execution and delivery of this Agreement by the Company and Executive, this Agreement will be a legal, valid and binding obligation of the Company, enforceable in accordance with its terms; and

(iv) the Company understands that Executive will rely upon the accuracy and truth of the representations and warranties of the Company set forth herein and the Company consents to such reliance.

9. General Provisions.

(a) Severability. It is the desire and intent of the Parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction in which enforcement is sought. Upon a determination that any term or provision is invalid, illegal, or incapable of being enforced, the Parties agree that a reviewing court shall have the authority to “blue pencil” or modify this Agreement so as to render it enforceable and effect the original intent of the parties to the fullest extent permitted by applicable law.

(b) Entire Agreement and Effectiveness. Effective as of the Effective Date, this Agreement embodies the complete agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way, including, without limitation, any prior employment agreement, including but not limited to the employment agreement between Executive and the Company dated December 17, 2014.

(c) Successors and Assigns.

(i) This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive’s legal representatives.

(ii) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. As used in this Agreement, “Company” shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid that assumes and agrees to perform this Agreement by operation of law, or otherwise. The Company may assign this Agreement without the consent of Executive.

(d) Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF PUERTO RICO, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF PUERTO RICO OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN PUERTO RICO TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF PUERTO RICO WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION’S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY. EXCEPT AS PROVIDED IN SECTION 9(e)(i), IF THERE IS A

DISPUTE ARISING UNDER THIS AGREEMENT, SUCH DISPUTE SHALL BE SETTLED BY ANY COURT OF COMPETENT JURISDICTION LOCATED IN PUERTO RICO.

(e) Enforcement.

(i) Arbitration. Except for disputes arising under Sections 5 and 6 of this Agreement (including, without limitation, any claim for injunctive relief), any controversy, dispute or claim arising out of or relating to this Agreement, or its interpretation, application, implementation, breach or enforcement which the Parties are unable to resolve by mutual agreement, shall be settled by submission by either Executive or the Company of the controversy, claim or dispute to binding arbitration in San Juan, Puerto Rico (unless the Parties agree in writing to a different location), before a single arbitrator in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect. In any such arbitration proceeding the Parties agree to provide all discovery deemed necessary by the arbitrator. The decision and award made by the arbitrator shall be accompanied by a reasoned opinion, and shall be final, binding and conclusive on all Parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof. The Company will bear the totality of the arbitrator's and administrative fees and costs. Each party shall bear its or his litigation costs and expenses (including, without limitation, legal counsel fees and expenses) except that the Company shall reimburse Executive for travel expenses if Executive no longer resides in Puerto Rico; provided, however, that the arbitrator shall have the discretion to award the prevailing party reimbursement of its or his reasonable attorneys' fees and costs. Upon the request of either of the Parties, at any time prior to the beginning of the arbitration hearing the Parties may attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association. The Company will bear the totality of the mediator's and administrative fees and costs.

(ii) Remedies. All remedies hereunder are cumulative, are in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.

(iii) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(iv) Disputes under Section 5 or 6. With respect to disputes under Section 5 or 6, each party to any litigation shall bear its or his litigation costs and expenses (including, without limitation, legal counsel fees and expenses); provided, however, that the court in any such litigation shall have the discretion to award the prevailing party reimbursement of its or his reasonable attorneys' fees and costs.

(f) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Company and Executive and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall be construed as a waiver of such provisions or affect the validity, binding effect or enforceability of this Agreement or any provision hereof.

(g) Notices. Any notice provided for in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the recipient at the address below indicated or at such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder and received when delivered personally, five calendar days after deposit in the U.S. mail and one calendar day after deposit for overnight delivery with a reputable overnight courier service.

If to the Company, to:

EVERTEC GROUP, LLC
GENERAL COUNSEL AND HUMAN RESOURCES SENIOR VICE PRESIDENT
Carr #176, Km 1.3
Cupey Bajo, Rio Piedras Puerto Rico 00926

P.O. Box 364527
San Juan, Puerto Rico 00936-4527
Telephone: (787) 759-9999

If to Executive, to:

Executive's home address most recently on file with the Company.

(h) Withholdings Taxes. The Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(i) Survival of Representations, Warranties and Agreements. All representations, warranties and agreements contained herein shall survive the consummation of the transactions contemplated hereby indefinitely.

(j) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. All references to a "Section" in this Agreement are to a section of this Agreement unless otherwise noted.

(k) Construction. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(l) Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(m) Section 409A. Notwithstanding anything herein to the contrary, this Agreement is intended to be interpreted and applied so that the payment of the benefits set forth herein either shall be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), or shall comply with the requirements of such provision. Notwithstanding anything in this Agreement or elsewhere to the contrary, any nonqualified deferred compensation subject to Section 409A of the Code that is payable upon termination of Executive's employment may only be made upon a "separation from service" as determined under Section 409A of the Code. Each payment under this Agreement or otherwise shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement or otherwise which constitutes a "deferral of compensation" within the meaning of Section 409A of the Code. All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code. To the extent that any reimbursements pursuant to this Agreement or otherwise are taxable to Executive, any reimbursement payment due to Executive shall be paid to Executive on or before the last calendar day of Executive's taxable year following the taxable year in which the related expense was incurred; provided, that, Executive has provided the Company written documentation of such expenses in a timely fashion and such expenses otherwise satisfy the Company's expense reimbursement policies. Reimbursements pursuant to this Agreement or otherwise are not subject to liquidation or exchange for another benefit and the amount of such reimbursements that Executive receives in one taxable year shall not affect the amount of such reimbursements that Executive receives in any other taxable year. Notwithstanding any provision in this Agreement to the contrary, if on the date of his termination from employment with the Company Executive is deemed to be a "specified employee" within the meaning of Code Section 409A and the Final Treasury Regulations using the identification methodology selected by the Company from time to time, or if none, the default methodology under Code Section 409A, any payments or benefits due upon a termination of Executive's employment under any arrangement that constitutes a "deferral of compensation" within the meaning of Code Section 409A shall be delayed and paid or provided (or commence, in the case of installments) on the first payroll date on or following the earlier of (i) the date which is six (6) months and one (1) calendar day after Executive's termination of employment for any reason other than death, and (ii) the date of Executive's death, and any remaining payments and benefits shall be paid or provided in accordance with the normal payment dates specified for such payment or benefit. Notwithstanding any of the foregoing to the contrary, the Company and its respective officers, directors, employees, or agents make no guarantee that the terms of this Agreement as written comply with, or are exempt from, the provisions of Code Section 409A, and none of the foregoing shall have any liability for the failure of the terms of this Agreement as written to comply with, or be exempt from, the provisions of Code Section 409A.

(n) Section 280G.

(i) If a determination is made under this Section 9(n)(i) that any payment or distribution by the Company to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise) (collectively, a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then, prior to making such Payment to Executive, a calculation shall be made comparing (i) the net benefit to Executive of the Payment after payment of the Excise Tax, to (ii) the net benefit to Executive if the Payment had been limited to the extent necessary to avoid being subject to the Excise Tax. If the amount calculated under (i) above is less than the amount calculated under (ii) above, then the Payment shall be limited to the extent necessary to avoid being subject to the Excise Tax (the "Reduced Amount"). The reduction of the Payment due hereunder, if applicable, shall be made by reducing such Payment as follows: (i) first all cash payments, on a pro rata basis; then (ii) all remaining non-cash benefits (other than accelerated vesting of equity), pro rata, and then (iii) by not accelerating the vesting of equity awards (resulting in forfeiture of non-accelerated awards). Within any of these categories, a reduction shall occur first with respect to amounts that are not deemed to constitute a “deferral of compensation” within the meaning of and subject to Code Section 409A (“Nonqualified Deferred Compensation”) and then with respect to amounts that are treated as Nonqualified Deferred Compensation, with such reduction being applied in each case to the payments in the reverse order in which they would otherwise be made, that is, later payments shall be reduced before earlier payments.

(ii) The calculation of the amounts referred to Section 9(n)(i) shall be made by an independent, nationally recognized accounting firm or compensation consulting firm mutually acceptable to the Company and Executive (the "Determination Firm") which shall provide detailed supporting calculations. Any determination by the Determination Firm shall be binding upon the Company and Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Determination Firm hereunder, it is possible that Payments which Executive was entitled to, but did not receive pursuant to Section 9(n)(i), could have been made without the imposition of the Excise Tax ("Underpayment"). In such event, the Determination Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive but no later than March 15 of the year after the year in which the Underpayment is determined to exist, which is when the legally binding right to such Underpayment arises.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

EVERTEC GROUP, LLC

By: /s/ Paola Pérez
Name: Paola Pérez
Title: Executive Vice President

MORGAN M. SCHUESSLER

By: /s/ Morgan M. Schuessler, Jr.
Name: Morgan M. Schuessler, Jr.
Title: Chief Executive Officer

<u>EXHIBIT A</u>

<u>RELEASE AND WAIVER</u>

THIS RELEASE AND WAIVER (this "**Release**") is made and entered into as of ______________________, 20__, by and between **EVERTEC GROUP, LLC** (the "**Company**") and **__________** (the "**Executive**").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. <u>Termination of Employment</u>. The Executive and the Company agree that the Executive's employment with the Company terminated effective ________________. Effective ______, the Executive resigned from all positions he held as an officer or director of Evertec, Inc. (the "**Parent**") and any of its subsidiaries, including the Company (Parent and its subsidiaries, including the Company, are hereinafter referred as the "**Company Group**"). The Executive further agrees that, without prior written consent of the Company, he will not hereafter seek reinstatement, recall or reemployment with the Company or its affiliates.

2. <u>Severance Payment</u>.

(a) A description of the payments and other benefits to which the Executive will be entitled upon termination of employment, and execution of this Release, is contained in Section ____ of that certain Employment Agreement entered into by and between the Company and the Executive having an effective date of ______, which is incorporated by reference herein (the "**Employment Agreement**").

(b) The foregoing payments and other benefits described in Section ______ of the Employment Agreement are over and above that to which the Executive would be otherwise entitled to upon the termination of his employment with the Company, absent executing this Release. The Executive affirms that he has agreed in the Employment Agreement, and again herein, that he is only entitled to such payments and other benefits if he executes this Release.

3. <u>Release</u>. As a material inducement to the Company to enter into this Release and in consideration of the payments and other benefits to be made by the Company to the Executive in accordance with Paragraph 2 above, the Executive, on behalf of himself, his representatives, agents, estate, heirs, successors and assigns, and with full understanding of the contents and legal effect of this Release and having the right and opportunity to consult with his counsel, releases and discharges each member of the Company Group, each of their respective shareholders, officers, directors, supervisors, members, managers, employees, agents, representatives, attorneys, insurers, divisions, affiliates, and all employee benefit plans sponsored by or contributed to by any member of the Company Group (including any fiduciaries thereof), and all related entities of any kind or nature, and its and their predecessors, successors, heirs, executors, administrators, and assigns (collectively, the "**Released Parties**") from any and all claims, actions, causes of action, grievances, suits, charges, or complaints of any kind or nature whatsoever, arising from or in connection with his employment with the Company or the termination of such employment, that he ever had or now has, whether fixed or contingent, liquidated or unliquidated, known or unknown, suspected or unsuspected, and whether arising in tort, contract, statute, or equity, before any federal, state, local, or private court, agency, arbitrator, mediator, or other entity, regardless of the relief or remedy; provided, however, and subject to Paragraph 4 below, this Release is not intended to and does not (i) apply to any claims, causes of action, etc. for any of the payments or other benefits to which the Executive is entitled pursuant to the Employment Agreement, or (ii) limit the Executive's right to file a charge or participate in an investigative proceeding of a governmental agency. Without limiting the generality of the foregoing, it being the intention of the parties to make this Release as broad and as general as the law permits, this Release specifically includes, but is not limited to, and is intended to explicitly release, any and all subject matter and claims arising from or in connection with any alleged violation by any of the Released Parties under the Employment Agreement, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, Executive Order 11246, the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act of 1990, the Equal Pay Act, the Americans with Disabilities Act of 1990 (ADA), Sections 501 and 505 of the Rehabilitation Act of 1973, the Genetic Information Nondiscrimination Act (GINA), the Family and Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), the Constitution of Puerto Rico, which prohibits discriminatory treatment; Law 69 of July 6, 1985, which prohibits employment discrimination on the basis of sex; Law 17 of April 22, 1988, which prohibits sexual harassment in employment; Law 100 of June 30, 1959, as amended, which prohibits employment discrimination based on age, race, color, sex, marital status, social or national origin, social condition, political affiliation, political or religious beliefs, or against an employee for being a victim or being perceived as a victim of domestic violence, sexual aggression or stalking, or based on sexual orientation or gender identity, Law 116 of December 20, 1991, Law 44 of July 2, 1985, which prohibits employment discrimination against qualified individuals with disabilities or under any other local, state or federal law which prohibits discrimination, harassment or retaliation, Act 139 of June 26, 1968 (SINOT), Act 45 of April 18, 1935 (State Insurance Fund), the Employee Retirement Income Security Act of 1974 (ERISA) as amended, the Workers Adjustment Retraining and Notification Act (WARN), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Insurance and the Civil Codes of Puerto Rico; Law 80 of May 30, 1976; Law 379 (Days and Hours of Work); Law 96 of June 26, 1956 (Minimum Wage); Law 180 of July 27, 1998 (vacation and sick leave) and any other federal, state or local (including Puerto Rico) laws, whether based on statute, regulation or common law, providing workers' compensation benefits, restricting an employer's right to terminate employees or otherwise regulating employment, or enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith, providing recourse for alleged wrongful discharge, harassment or discrimination, physical or personal injury, emotional distress, fraud, negligent misrepresentation, libel, slander, defamation and similar or related claims, and any other statutory claim, tort claim, employment or other contract or implied contract claim, or common law claim for wrongful discharge, breach of an implied covenant of good faith and fair dealing, defamation, invasion of privacy, or any other claim, arising out of or in connection with or involving his employment with the Company, the termination of his employment with the Company, or involving any other matter, including but not limited to the continuing effects of his employment with the Company or termination of employment with the Company. The Executive further acknowledges that he is aware that statutes exist that render null and void releases and discharges of any claims, rights, demands, liabilities, action and causes of action that are unknown to the releasing or discharging party at the time of execution of the release and discharge. The Executive hereby expressly waives, surrenders and agrees to forego any protection to which he would otherwise be entitled by virtue of the existence of any such statute in any jurisdiction including, but not limited to, the Commonwealth of Puerto Rico.

4. <u>Covenant Not to Sue</u>. The Executive agrees not to bring, file, charge, claim, sue or cause, assist, or permit to be brought, filed, charged or claimed any action, cause of action, or proceeding regarding or in any way related to any of the claims released in Paragraph 3 hereof, and further agrees that this Release is, will constitute and may be pleaded as, a bar to any such claim, action, cause of action or proceeding. If any government agency or court assumes jurisdiction of any charge, complaint, or cause of action covered by this Release, the Executive will not seek or accept any equitable or monetary relief in connection with such investigation, civil action, suit or legal proceeding.

5. <u>Severability</u>. If any provision of this Release shall be found by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, then such provision shall be construed and/or modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Release, as the case may require, and this Release shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be. The parties further agree to seek a lawful substitute for any provision found to be unlawful; provided, that, if the parties are unable to agree upon a lawful substitute, the parties desire and request that a court or other authority called upon to decide the enforceability of this Release modify this Release so that, once modified, this Release will be enforceable to the maximum extent permitted by the law in existence at the time of the requested enforcement.

6. <u>Waiver</u>. A waiver by the Company of a breach of any provision of this Release by the Executive shall not operate or be construed as a waiver or estoppel of any subsequent breach by the Executive. No waiver shall be valid unless in writing and signed by an authorized officer of the Company.

7. <u>Restrictive Covenants</u>. The Executive agrees that he will abide by the terms set forth in Sections 5, 6 and 7 of the Employment Agreement, which are incorporated by reference herein.

8. Return of Company Materials. The Executive represents that he has returned all Company property and all originals and all copies, including electronic and hard copy, of all documents, within his possession at the time of the execution of this Release, including but not limited to the laptop computer, printer, I-Phone or similar device, telephone, and credit card, as may be applicable.

9. Representation. The Executive hereby agrees that this Release is given knowingly and voluntarily and acknowledges that:

(a) this Release is written in a manner understood by the Executive;

(b) this Release refers to and waives any and all rights or claims that he may have arising under the Age Discrimination in Employment Act of 1967, as amended;

(c) the Executive has not waived any rights arising after the date of this Release;

(d) the Executive has received valuable consideration in exchange for this Release in addition to amounts the Executive is already entitled to receive; and

(e) the Executive has been advised to consult with an attorney prior to executing this Release.

10. Consideration and Revocation. The Executive is receiving this Release on ___________________, 20__, and the Executive shall be given twenty-one (21) days from receipt of this Release to consider whether to sign this Release. The Executive agrees that changes or modifications to this Release do not restart or otherwise extend the above twenty-one (21) day period, unless specifically agreed to in writing by the Company. Moreover, the Executive shall have seven (7) days following execution to revoke this Release in writing to the General Counsel of the Company, and this Release shall not take effect until those seven (7) days have ended.

11. Future Cooperation. In connection with any and all claims, disputes, negotiations, investigations, lawsuits or administrative proceedings involving the Company (other than between the Executive and any of the Released Parties) which relate to periods of time during the Employment Period (as defined in the Employment Agreement), the Executive agrees to make himself reasonably available, for a period of two (2) years after termination of his employment with the Company, upon reasonable notice from the Company and without the necessity of subpoena, at a mutually agreeable time and place, to provide information or documents, provide declarations or statements to the Company, meet with attorneys or other representatives of the Company, prepare for and give depositions or testimony, and/or otherwise cooperate in the investigation, defense or prosecution of any or all such matters. The Executive shall be reimbursed for his time (at $______ per hour) and reasonable costs and expenses incurred by him as a result of actions taken pursuant to this Paragraph 11. It is expressly agreed and understood that the Executive will provide only truthful testimony if required to do so, and that any payment to him is solely to reimburse his time and expenses and costs for cooperation with the Company. Nothing in this Paragraph 11 is intended to require the Executive to expend an unreasonable period of time in activities required by this Paragraph.

12. Amendment. This Release may not be altered, amended, or modified except in writing signed by both the Executive and the Company.

13. Joint Participation. The parties hereto participated jointly in the negotiation and preparation of this Release, and each party has had the opportunity to obtain the advice of legal counsel and to review and comment upon this Release. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Release shall be construed as if the parties jointly prepared this Release, and any uncertainty or ambiguity shall not be interpreted against one party and in favor of the other.

14. Binding Effect; Assignment. This Release and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties and their respective successors, heirs, representatives and permitted assigns. Neither party may assign its respective interests hereunder without the express written consent of the other party.

15. Applicable Law. All questions concerning the construction, validity and interpretation of this Release and the performance of the obligations imposed by this Release shall be governed by the internal laws of Puerto Rico applicable to agreements made and wholly to be performed in such state without regard to conflicts of law provisions of any jurisdiction and any court action commenced to enforce this Release shall have as its sole and exclusive venue the courts of Puerto Rico.

16. Execution of Release. This Release may be executed in several counterparts, each of which shall be considered an original, but which when taken together, shall constitute one Release.

PLEASE READ THIS RELEASE AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT. THIS RELEASE CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, INCLUDING THOSE UNDER THE FEDERAL AGE DISCRIMINATION IN EMPLOYMENT ACT, AND OTHER FEDERAL, STATE AND LOCAL LAWS PROHIBITING DISCRIMINATION IN EMPLOYMENT.

If the Executive signs this Release less than twenty-one (21) days after he receives it from the Company, he confirms that he does so voluntarily and without any pressure or coercion from anyone at the Company.

IN WITNESS WHEREOF, the parties have executed this Release as of the date first stated above.

EVERTEC GROUP, LLC

By: _____________________________
Name: __________________________
Its: ______________________________

Executive:

____

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Section 3: EX-10.34 (EXHIBIT 10.34)

EXHIBIT 10.34

EVERTEC Group, LLC Executive Severance Policy

1 Purpose and Scope

1.1 Establishment of the Policy. Evertec Group, LLC (hereinafter referred to as the "Company") hereby establishes a severance policy (the "Policy") to provide severance payments to certain Executives of the Company or its subsidiaries upon certain terminations of employment as defined herein. The Policy is intended to constitute "a plan that is unfunded and maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meaning of Sections 201 (2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), is intended to be exempt from the provisions of Parts 2, 3 and 4 of Title I of ERISA, and shall be interpreted and administered to the extent possible in a manner consistent with that intent.

The Company considers the establishment and maintenance of a sound management team to be essential to protecting and enhancing the best interests of the Company and its stockholders. In this regard, the Company recognizes that, as is the case with many publicly held corporations, there may be a Change in Control of the Company, and that the possibility of such event and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel, to the detriment of the Company and its stockholders.

Accordingly, the Board has determined that it should adopt a severance policy to reinforce and encourage the continued attention and dedication of members of the Company's management to their assigned duties without distraction the possibility of a Change in Control.

1.2 **Term.** This Policy will commence on November 1, 2018 (the "Effective Date"). This Policy may be amended and/or terminated as provided below.

1.2.1 The Board may amend or terminate the Policy at any time in its sole discretion without the consent of any employee of the Company, provided that (i) the Board must give prior notice of not less than six (6) months to the Executives covered under the Policy of a termination of the Policy or an amendment to the Policy that materially reduces benefits under the Policy as determined by the Board, (ii) the Board may not give prior notice of any amendment or termination of the Policy prior to the twelve-month anniversary of the Effective Date; and (iii) the Board may not amend or terminate the Policy prior to the twelve-month anniversary of the Effective Date or during the two-year period immediately following a Change in Control without the consent of at least 50% of the then current Executives covered under the Policy.

1.2.2 Notwithstanding the foregoing, termination or amendment of the Policy shall not affect any Severance Payments due from the Company to any Executive who experienced a Qualifying Termination prior to the effective date of the Policy's termination or amendment nor shall it nullify the covenants agreed to by the Executives in the Restatement Confidentiality and Non-Compete Agreements attached as Appendix B.

1.3 **Interpretation of Ambiguous Clauses.** The Committee shall serve as the Policy Administrator. The Policy Administrator shall have sole authority and discretion to administer and construe the terms of this Policy, subject to applicable requirements of law. Without limiting the generality of the foregoing, the Policy Administrator shall have complete discretionary authority to carry out the following powers and duties:

1.3.1 To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Policy;

1.3.2 To interpret the Policy, its interpretation thereof to be final and conclusive on all persons claiming benefits under the Policy;

1.3.3 To decide all questions, including without limitation, issues of fact, concerning the Policy, including the eligibility of any person to participate in, and receive benefits under, the Policy; and

1.3.4 To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Policy.

1.4 Additionally, pursuant to the dispositions of article 2.12 of Puerto Rico Act No. 4 of January 26, 2017, the Company reserves its right to interpret at its own discretion, any ambiguous clause contained in this Policy.

2 Key Terms

Defined terms have been used throughout this Policy. The following is a list of the definitions for these terms.

2.1.1 “Base Salary” means the Executive’s annual rate of salary.

2.1.2 “Beneficiary” means the persons or entities designated or deemed designated by the Executive pursuant to Section 5.2 herein.

2.1.3 “Board” means the Board of Directors of the Company.

2.1.4 “Cause” means, as determined by the Company, Executive’s (i) commission of a felony or a crime of moral turpitude; (ii) engaging in conduct that constitutes fraud, bribery or embezzlement; (iii) engaging in conduct that constitutes gross negligence or willful misconduct that results or could reasonably be expected to result in harm to the Company’s business or reputation; (iv) breach of any material terms of any agreement between the Company and Executive which results or could reasonably be expected to result in harm to the Company’s business or reputation; (v) continued willful failure to substantially perform his or her reasonable and proper duties; (vi) failure to live in the location approved by the Committee as the Executive’s primary residency, provided that the Committee may not unilaterally change the primary residence location after the initial residence determination; or (vii) violation of the Company’s “Code of Ethics” or other written Company policy which is materially injurious to the Company.

2.1.5 “Change in Control” means a Change in Control as set forth in Evertec, Inc. 2013 Equity Incentive Plan, as amended (or any successor equity incentive plan).

2.1.6 “Committee” means the Compensation Committee of the Board or any other committee appointed by the Board to perform the functions of the Compensation Committee.

2.1.7 “Company” means Evertec Group, LLC, a Puerto Rico Limited Liability Company and all of its affiliates, or any successor thereto as provided in Article 5 herein.

2.1.8 “Disability” means Executive’s inability to perform his essential duties hereunder by reason of any medically determinable physical or mental impairment for a period of six (6) months or more in any twelve (12) month period.

2.1.9 “Effective Date” means the commencement date of this Policy as specified in Section 1.2 of this Policy.

2.1.10 “Effective Date of Termination” means the date on which a Qualifying Termination occurs, as defined hereunder.

2.1.11 “Executive” means any employee of the Company or any of its subsidiaries or affiliates listed on Appendix A, or as may be designated by the Committee in writing from time to time, which such listed and designated employees shall be limited to a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA. Notwithstanding the foregoing, an individual shall not be treated as an Executive covered by the Policy unless the individual executes, (i) the Restatement of Confidentiality and Non-Compete Agreements attached as Appendix B hereto, (ii) the Acknowledgment of Evertec Group, LLC Executive Severance Policy and Arbitration Agreement (“Acknowledgement Agreement”) and (iii) any agreement required by the Company to confirm termination of any prior severance right or policy covering the Executive.

2.1.12 “Good Reason” shall mean, without the Executive’s express written consent, the occurrence of any one or more of the following:

2.1.12.1 A material reduction in Executive’s Base Salary; provided that any such material reduction shall not constitute Good Reason if the material reduction is part of a collective reduction applied consistently by the Company to all Executives and that does not reduce such Executive’s Base Salary by more than 10%; or

2.1.12.2 A material adverse change to, or a material reduction of, Executive’s duties and responsibilities to the Company; or

2.1.12.3 Any other action or inaction by the Company (or any successor) that constitutes a material breach by the Company of the terms and conditions of this Policy.

For purposes of this Policy, the Executive is not entitled to assert that his or her termination is for Good Reason unless the Executive gives written notice (which shall constitute the Notice of Termination) to the Company of the event or events which are the basis for such claim within thirty (30) days after the event or events occur, describing such claim in reasonably sufficient detail to allow the Company to address the event or events and a period of not less than thirty (30) days after the Company’s receipt of such notice to cure or fully remedy the alleged condition. If the Company fails to fully cure and remedy the event(s) constituting Good Reason to the reasonable satisfaction of the Executive within such thirty (30) day period, the Executive must terminate for Good Reason at the end of such thirty (30) day period.

2.1.13 “Notice of Termination” shall mean a written notice indicating the date of Executive’s termination.

2.1.14 “Parent Company” means Evertec, Inc.

2.1.15 “Qualifying Termination” means a termination of employment under the following circumstances:

2.1.15.1 An involuntary termination of the Executive’s employment by the Company for reasons other than Cause, death or Disability pursuant to a Notice of Termination delivered to the Executive by the Company; or

2.1.15.2 A voluntary termination by the Executive for Good Reason pursuant to a Notice of Termination delivered to the Board or the Company, as applicable, by the Executive.

2.1.16 “Severance Payments” means the Change-in-Control Severance Payments or the General Severance Payments, as applicable, as provided in Article 3 herein.

3 Severance Payments

3.1 Right to Severance Payments and Impact on Long-Term Incentives.

3.1.1 Change-in-Control Severance Payments. The Executive shall be entitled to receive, from the Company, Change-in-Control Severance Payments, as described in Section 3.2 herein, if a Qualifying Termination of the Executive's employment occurs within twenty-four (24) months immediately following a Change in Control.

3.1.2 **General Severance Payments.** The Executive shall be entitled to receive, from the Company, General Severance Payments, as described in Section 3.3 herein, if a Qualifying Termination of the Executive's employment occurs other than during the twenty-four (24) months immediately following a Change in Control.

3.1.3 **No Severance Payments.** The Executive shall not be entitled to receive Severance Payments if the Executive’s employment with the Company ends for reasons other than a Qualifying Termination or if the Policy is not in effect at the time of the employment termination. Notwithstanding the foregoing, upon any termination of employment, the Executive shall be entitled to receive a lump-sum amount paid within fifteen (15) calendar days after such termination of employment equal to the Executive’s unpaid Base Salary, accrued vacation pay, unreimbursed business expenses, and all other items earned by and owed to the Executive through and including the date of such termination of employment.

3.1.4 **General Release.** As a condition to receiving Severance Payments under either Section 3.2 or 3.3 herein, the Executive shall be obligated to execute a separation agreement and general release of all claims in favor of the Parent, Company, their current and former affiliates, subsidiaries and stockholders, and their current and former directors, officers, employees, insurers and agents, in a form reasonably determined by the Company; provided, however, that, if Executive should fail to execute such release within the time required by the Company, or revokes such release prior to it becoming fully effective, the Company shall not have any obligation to provide the Severance Payment.

3.1.5 **No Duplication of Severance Payments.** If the Executive becomes entitled to Change-in-Control Severance Payments, the Severance Payments provided for under Section 3.2 hereunder shall be in lieu of all other Severance Payments provided to the Executive under the provisions of this Policy and any other Company-related severance or employment policies, programs, or agreements including, but not limited to, the Severance Payments under Section 3.3 herein. Likewise, if the Executive becomes entitled to General Severance Payments, the Severance Payments provided under Section 3.3 hereunder shall be in lieu of all other Severance Payments provided to the Executive under the provisions of this Policy and any other Company-related severance or employment policies, programs, or other agreements including, but not limited to, the Severance Payments under Section 3.2 herein.

3.2 Description of Change-in-Control Severance Payments.

3.2.1 In the event the Executive becomes entitled to receive Change-in-Control Severance Payments, the Company shall provide the Executive with the following, subject to the execution and non-revocation of a General Release as established in Section 3.1.4:

3.2.1.1 A lump-sum amount paid on the first regularly scheduled payroll date following the sixtieth (60th) calendar day after the Effective Date of Termination equal to two (2) times (i) the Executive’s then current Base Salary (or Base Salary in effect immediately prior to the Change in Control, if higher) and (ii) annual target bonus opportunity in the year of termination (or in the year prior to the termination, if higher).

3.2.1.2 A lump-sum amount paid on the first regularly scheduled payroll date following the sixtieth (60th) calendar day after the Effective Date of Termination equal to the Executive’s annual target bonus opportunity for the year of termination, adjusted on a pro rata basis based on the number of days the Executive was actually employed during the year in which the Qualifying Termination occurs over the total number of days in the year. If the Effective Date of Termination occurs before the Company pays the bonus earned for the fiscal year ended prior to the year in which the Effective Date of Termination occurs, Executive will be entitled to such unpaid earned bonus, provided that Executive was employed on the last day of such fiscal year.

3.2.1.3 Subject to (x) Executive's timely election of continuation coverage under COBRA, and (y) Executive's continued copayment of premiums at the same level and cost to Executive as if Executive were an employee of the Company, continued payment by the Company of his health insurance coverage during the eighteen (18) month period following the date of termination to the same extent that the Company paid for such coverage immediately prior to the date of termination, subject to the eligibility requirements and other terms and conditions of such insurance coverage in a manner intended to avoid any excise tax under Section 4980D of the Internal Revenue Code of 1986, as amended. Notwithstanding the above, these COBRA subsidy benefits shall be discontinued prior to the end of the stated continuation period in the event the Executive becomes eligible to participate in another employer's group medical plan. For purposes of enforcing this provision, the Executive shall be deemed to have a duty to keep the Company informed as to the terms and conditions of any employment and the corresponding benefits earned from such employment, and shall provide, or cause to provide, to the Company in writing correct, complete, and timely information concerning the same. Notwithstanding anything to the contrary in the Policy, if the Company's providing health care coverage continuation under this Section 3.2.1.3 would violate the nondiscrimination rules applicable to non-grandfathered plans, or would result in the imposition of penalties under the Patient Protection and Affordable Care Act of 2010 or the related regulations and guidance promulgated thereunder ("PPACA"), the Company shall have the right to amend this Section 3.2.1.3 without prior notice in a manner it determines, in its sole discretion, to comply with the PPACA.

3.2.2 If after the Effective Date of Termination the Executive breaches any of his or her material obligations under the Restatement of Confidentiality and Non-Compete Agreements attached hereto as Appendix B, then, in addition to such other remedies and damages as may be available to the Company (included, but not limited to injunctive relief), all Severance Payments hereunder that have not already been paid shall be forfeited and Executive shall repay to the Company 75% of the gross amount of the Severance Payments already paid to Executive within thirty (30) days following the date the Company requests such payment. The Company shall promptly provide written notice thereof to the Executive. Such forfeiture and/or repayment shall not impact the validity of any general release agreement executed by the Executive. The portion of the Severance Payment retained shall serve as adequate consideration of the general release.

3.3 Description of General Severance Payments.

3.3.1 In the event the Executive becomes entitled to receive General Severance Payments, the Company shall provide the Executive with the following, subject to the execution and non-revocation of a General Release as established in section 3.1.4:

3.3.1.1 A lump-sum amount, paid on the first regularly scheduled payroll date following the fiftieth (50th) calendar day after the Effective Date of Termination, equal to one (1) times Executives Executive's then current Base Salary.

3.3.1.2 Payment of the Executive's annual bonus for the year of termination based on actual performance, adjusted on a pro rata basis based on the number of days the Executive was actually employed during the year in which the Qualifying Termination occurs over the total number of days, payable in the calendar year following termination, but no event later than March 15th of such year. If the Effective Date of Termination occurs before the Company pays the bonus earned for the fiscal year ended prior to the year in which the Effective Date of Termination occurs, Executive will be entitled to such unpaid earned bonus, provided that Executive was employed on the last day of such fiscal year.

3.3.1.3 Subject to (x) Executive's timely election of continuation coverage under COBRA, and (y) Executive's continued copayment of premiums at the same level and cost to Executive as if Executive were an employee of the Company, continued payment by the Company of his health insurance coverage during the eighteen (18) month period following the date of termination to the same extent that the Company paid for such coverage immediately prior to the date of termination, subject to the eligibility requirements and other terms and conditions of such insurance coverage in a manner intended to avoid any excise tax under Section 4980D of the Internal Revenue Code of 1986, as amended. Notwithstanding the above, these COBRA subsidy benefits shall be discontinued prior to the end of the stated continuation period in the event the Executive becomes eligible to participate in another employer's group medical plan. For purposes of enforcing this provision, the Executive shall be deemed to have a duty to keep the Company informed as to the terms and conditions of any employment and the corresponding benefits earned from such employment, and shall provide, or cause to provide, to the Company in writing correct, complete, and timely information concerning the same. Notwithstanding anything to the contrary in the Policy, if the Company's providing health care coverage continuation under this Section 3.3.1.3 would violate the nondiscrimination rules applicable to non-grandfathered plans, or would result in the imposition of penalties under the PPACA, the Company shall have the right to amend this Section 3.3.1.3 without prior notice in a manner it determines, in its sole discretion, to comply with the PPACA.

3.3.2 If after the Effective Date of Termination the Executive breaches any of his or her material obligations under the Restatement of Confidentiality and Non-Compete Agreements attached hereto as Appendix B, then, in addition to such other remedies and damages as may be available to the Company (included, but not limited to injunctive relief), all Severance Payments hereunder that have not already been paid shall be forfeited and Executive shall repay to the Company 75% of the gross amount of the Severance Payments already paid to Executive within thirty (30) days following the date the Company requests such payment. The Company shall promptly provide written notice thereof to the Executive. Such forfeiture and/or repayment shall not impact the validity of any general release agreement executed by the Executive. The portion of the Severance Payment retained shall serve as adequate consideration of the general release.

3.4 Impact on Long-Term Incentives.

Treatment of outstanding long-term incentives under applicable Parent Company's incentive plans shall be in accordance with such plans and the award agreements pursuant to which the incentives were granted.

4 Notice

Any notices, requests, demands, or other communications provided for by this Policy shall be sufficient if in writing. If the notice is sent to Executive, it will be deemed sufficient if sent by e-mail, registered or certified mail to the Executive at the last address or e-mail address he or she has filed in writing with the Company. If the notice is sent to the Company, it will be deemed sufficient if sent by e-mail, registered or certified mail to its principal offices to the attention of the General Counsel or to the General Counsel's Company e-mail account.

5 Successors and Assignment

5.1 Successors to the Company. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise), or to all or substantially all of the Company's business and/or assets, will assume the obligations under this Policy and will agree expressly to perform the obligations under this Policy in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession.

5.2 Assignment by the Executive. Benefits under the Policy may not be anticipated, assigned or alienated by an Executive. If the Executive dies while any amount would still be payable to him or her hereunder had he or she continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Policy to the Executive's Beneficiary. If the Executive has not named a beneficiary, then such amounts shall be paid to the Executive's estate.

6 Miscellaneous

6.1 Employment Status. Except as may be provided under applicable law, or under any other agreement between the Executive and the Company, the employment of the Executive by the Company is "at will" and may be terminated by either the Executive or the Company at any time.

6.2 Severability. In the event that any provision or portion of this Policy shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Policy shall be unaffected thereby and shall remain in full force and effect.

6.3 Tax Withholding and Offset. The Company may withhold from any amounts payable under this Policy all federal, state, city, or other taxes as may be required pursuant to any law or governmental regulation or ruling. All severance benefits payable under the Policy shall be offset against any judgment or finding of unjust dismissal under Puerto Rico Act No. 80 of May 30, 1976, as amended unless such offset would violate Code Section 409A.

6.4 No Duty to Mitigate. Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made under any provision of this Policy. Except as expressly stated in Sections 3.2 and 3.3 of this Policy, the obtaining of any such other employment shall in no event effect any reduction of the Company's obligations to make the payments and arrangements required to be made under this Policy.

6.5 Policy Not Funded. The Company will make all payments under the Policy, and pay all expenses of the Policy, from its general assets. Nothing contained in this Policy shall give any eligible Executive any right, title or interest in any property of the Company or any of its affiliates nor shall it create any trust relationship.

6.6 Section 409A.

6.6.1 Although the Company does not guarantee the tax treatment of any payments or benefits under the Policy, the intent of the Company is that the payments and benefits under this Policy be exempt from, or comply with, Section 409A of the Internal Revenue Code of 1986, as amended, and all Treasury Regulations and guidance promulgated thereunder ("Code Section 409A") and to the maximum extent permitted the Policy shall be limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company or its affiliates or their respective officers, directors, employees or agents be liable for any additional tax, interest or penalties that may be imposed on an Executive by Code Section 409A or damages for failing to comply with Code Section 409A.

6.6.2 Notwithstanding the foregoing or any other provision of this Policy to the contrary, if at the time of an Executive's separation from service (as defined in Code Section 409A), the Executive is a "Specified Employee", then the Company will defer the payment or commencement of any nonqualified deferred compensation subject to Code Section 409A payable upon separation from service (without any reduction in such payments or benefits ultimately paid or provided to the Executive) until the date that is six (6) months following separation from service or, if earlier, the earliest other date as is permitted under Code Section 409A (and any amounts that otherwise would have been paid during this deferral period will be paid in a lump sum on the day after the expiration of the six (6) month period or such shorter period, if applicable). An Executive will be a "Specified Employee" for purposes of this Policy if, on the date of the Executive's separation from service, the Executive is an individual who is, under the method of determination adopted by the Company designated as, or within the category of employees deemed to be, a "Specified Employee" within the meaning and in accordance with Treasury Regulation Section 1.409A-1(i). The Company shall determine in its sole discretion all matters relating to who is a "Specified Employee" and the application of and effects of the change in such determination.

6.6.3 Notwithstanding anything in this Policy or elsewhere to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Policy providing for the payment of any amounts or benefits that constitute "non-qualified deferred compensation" within the meaning of Code Section 409A upon or following a termination of the Executive's employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Policy, references to a "termination," "termination of employment" or like terms shall mean "separation from service" and the date of such separation from service shall be the date of termination for purposes of any such payment or benefits.

6.7 Limitation on payments.

6.7.1 In the event that the severance and other benefits provided for in this Policy, under any award agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended ("Section 280G"), and (ii) but for this Section 6.8, would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended ("Section 4999"), then any post-termination severance benefits payable under this Policy or otherwise will be either: delivered in full, or delivered as to such lesser extent which would result in no portion of such benefits being subject to excise tax under Section 4999, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999.

6.7.2 If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order: (i) first all cash payments, on a pro rata basis; then (ii) all remaining non-cash benefits (other than accelerated vesting of equity), pro rata, and then (iii) by not accelerating the vesting of equity awards (resulting in forfeiture of non-accelerated awards). Within any of these categories, a reduction shall occur first with respect to amounts that are not deemed to constitute a "deferral of compensation" within the meaning of and subject to Code Section 409A ("Nonqualified Deferred Compensation") and then with respect to amounts that are treated as Nonqualified Deferred Compensation, with such reduction being applied in each case to the payments in the reverse order in which they would otherwise be made, that is, later payments shall be reduced before earlier payments.

6.7.3 Unless the Company and Executive otherwise agree in writing, any determination required under this Section 6.7 will be made in writing by the Company's independent public accountants or by such other person or entity to which the Company determines (the "Firm"), whose determination will be conclusive and binding upon Executive and the Company. For purposes of making the calculations required by this Section 6.7, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section. The Company will bear all costs the Firm may incur in connection with any calculations contemplated by this Section 6.7.

6.8 Applicable Law.

The provisions of the Policy shall be construed, administered and enforced according to applicable federal law and, where appropriate, the laws of the Commonwealth of Puerto Rico without reference to its conflict of laws rules and without regard to any rule of any jurisdiction that would result in the application of the law of another jurisdiction.

The participating Executives expressly consent that any action or proceeding relating to this Policy or any release or other agreement entered into with respect to this Policy will only be brought to binding arbitration in San Juan, Puerto Rico (unless the Parties agree in writing to a different location), before a single arbitrator in accordance with the Federal Arbitration Act and the Employment Arbitration Rules and Mediation Procedures of the American Arbitration

Association then in effect. Alternatively, if an arbitrator finds that a claim is not subject to arbitration, the Executives consent that any action or proceeding relating to this Policy or any release or any other agreement entered into with respect to this Policy will only be brought in the federal or state courts, as appropriate, located in the Commonwealth of Puerto Rico and that any such action or proceeding be heard without a jury, and the participating Executives expressly waive the right to bring any such action in any other jurisdiction and have such action heard before a jury. With respect to any claims arising under the Employee Retirement Income Security Act, 29 U.S.C. §1001 et seq., exhaustion of the claims procedures set forth in Section 6.9 is a condition precedent to any arbitral proceedings contemplated herein, except where prohibited by applicable law.

No action relating to this Policy or any release or other agreement entered into with respect to this Policy may be brought later than the first anniversary of earlier of termination of employment or other event giving rise to the claim.

6.9 Claims Procedure.

6.9.1 The Policy Administrator reviews and authorizes payment of severance benefits for those Executives who qualify under the provisions of the Policy. The Policy Administrator may delegate this authority in its own discretion. No claim forms need be submitted. Questions regarding payment of the severance benefits should be directed to the Policy Administrator at:

Evertec Group, LLC
Carr. 176, Km. 1.3
Cupey Bajo
San Juan, Puerto Rico, 00926
Attention: Compensation Committee / Human Resources

6.9.2 If an Executive feels he or she is not receiving severance benefits which are due, the Executive should file a written claim for the benefits with Policy Administrator. A decision on whether to grant or deny the claim will be made within 90 days following receipt of the claim. If special circumstances arise and more than 90 days is required to render a decision, the Executive will be notified in writing prior to the end of such 90 day period of the need for such delay, the reasons for such delay and the date on which a decision is expected to be rendered. In any event, however, a decision to grant or deny a claim will be made by not later than 180 days following the initial receipt of the claim. If the claim is denied in whole or in part, the Executive will receive a written explanation of the specific reasons for the denial, a reference to the Policy provisions on which the denial is based, a description of any additional information or material required by the Policy Administrator to reconsider the Executive’s claim (to the extent applicable) and an explanation of why such material or information is necessary, and a description of the Policy’s review procedures and time limits applicable to such procedures, including a statement of the Executive’s right to bring a civil action under Section 502(a) of ERISA following a benefit claim denial on review.

6.9.3 If the Executive wishes to appeal this denial, the Executive must file a request for review of the claim with the Policy Administrator within 60 days after receipt of the notification of denial. The Executive has the right to (i) submit in writing to the Policy Administrator any comments, documents, records or other information relating to his or her claim for benefits and (ii) be provided with, upon request and free of charge, reasonable access to and copies of all pertinent documents, records and other information that is relevant to his or her claim for benefits. The review of the denied claim will be undertaken by the Board and will take into account all comments, documents, records and other information that the Executive submitted relating to his or her claim, without regard to whether such information was submitted or considered in the initial denial of his or her claim. The Executive will receive written notice of the final decision within 60 days after the request for review. If special circumstances arise and more than 60 days is required to render a decision, the Executive will be notified in writing prior to the end of such 60 day period of the need for such delay, the reasons for such delay and the date on which a decision is expected to be rendered. In any event, however, the Executive will receive a written notice of the final decision within 120 days after the request for review. If the claim is denied in whole or in part, the Executive will receive a written explanation of the specific reasons for the denial, a reference to the Policy provisions on which the denial is based, a statement that the Executive is entitled to receive, upon request and free of charge, reasonable access to, and copies of, the Policy and all documents, records, and other information relevant to his or her claim for benefits and a statement of the Executive's right to bring a civil action under Section 502(a) of ERISA.

6.9.4 The exhaustion of these claims procedures is mandatory for resolving every claim and dispute arising under the Policy. As to such claims and disputes: (i) no claimant shall be permitted to commence any legal action to recover benefits or to enforce or clarify rights under the Policy under Section 502 or Section 510 of ERISA or under any other provision of law, whether or not statutory, until these claims procedures have been exhausted in their entirety; and (ii) in any such legal action, all explicit and implicit determinations by the Policy Administrator (including, but not limited to, determinations as to whether the claim, or a request for a review of a denied claim, was timely filed) shall be afforded the maximum deference permitted by law.

Acknowledgment of Evertec Group, LLC Executive Severance Policy and Arbitration Agreement ("Agreement")

Executive Name: ___________________

Date: ________________

I hereby agree to the terms and conditions of the Evertec Group, LLC Executive Severance Policy (the "Policy"). I understand that pursuant to my agreement to be covered under the Policy, as indicated by my signature below, the terms of the Policy will exclusively govern all subject matter addressed by the Policy and I understand that, except as expressly provided in the Policy, the Policy supersedes and replaces, as applicable, any and all agreements (including any prior employment agreement), plans, policies, guidelines or other arrangements, with respect to the subject matter covered under the Policy and my rights to severance upon any Qualified Termination (as defined in the Policy) or other termination. Additionally, to the extent that I am a party to an employment agreement with Evertec Group, LLC or any of its parent, subsidiaries, affiliates or successors (the "Employment Agreement") as of the date of this Agreement, I acknowledge that such Employment Agreement shall be superseded in its entirety by the Policy and that the Employment Agreement shall be terminated and be of no force or effect as of the date of this Agreement, provided that, for the avoidance of doubt, my employment with the Company shall not terminate solely as a result of the termination of the Employment Agreement contemplated by this Agreement.

Arbitration Agreement. I hereby agree that any controversy, dispute or claim arising out of or relating to the Policy or any controversy, dispute or claim arising out of or relating to my employment with Evertec Group, LLC or any of its subsidiaries, affiliates or successors (the "Company"), or its interpretation, application, implementation, breach or enforcement which the Company and I (collectively, the "Parties") are unable to resolve by mutual agreement, shall be settled by submission by either me or the Company of the controversy, claim or dispute to binding arbitration in San Juan, Puerto Rico (unless the Parties agree in writing to a different location), before a single arbitrator in accordance with the Federal Arbitration Act and the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. In any such arbitration proceeding the Parties agree to provide all discovery deemed necessary by the arbitrator. The decision and award made by the arbitrator shall be accompanied by a reasoned opinion, and shall be final, binding, conclusive and not appealable on all Parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof. Each party shall bear its own litigation costs and expenses (including, without limitation, legal counsel fees and expenses); provided, however, that the arbitrator shall have the discretion to award the prevailing party reimbursement of its reasonable attorneys' fees and costs. Upon the request of either of the Parties, at any time prior to the beginning of the arbitration hearing the Parties may attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association. In any arbitration, neither of the Parties will be entitled to present, maintain or participate in a class, collective or representative complaint, and the arbitrator will have no authority over any of said claims or actions. This covenant to arbitrate shall not govern claims regarding workers' compensation under the State Insurance Fund, state insurance for temporary non-occupational disability or unemployment insurance benefits.

Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE POLICY OR EXECUTIVE'S EMPLOYMENT RELATIONSHIP WITH EVERTEC GROUP, LLC, OR ANY OF ITS SUBSIDIARIES, AFFILIATES, OR SUCCESSORS.

____

Executive's signature

Appendix A

Luis A. Rodríguez González, Executive Vice-President, General Counsel and Corporate Development

Paola Pérez Surillo, Executive Vice-President, Human Resources

Philip Steurer, Chief Operating Officer

Miguel Vizcarrondo Carrión, Executive Vice-President- Puerto Rico and Caribbean, Business Solutions and Merchant Acquiring

Guillermo Rospigliosi, Executive Vice- President, Product, Marketing and Innovation

Joaquin Castrillo, Executive Vice- President, Chief Financial Officer

Appendix B

RESTATEMENT OF CONFIDENTIALITY AND NON-COMPETE AGREEMENTS

This Restatement of Confidentiality and Non-Compete Agreements ("Agreement") made as of the _______ day of _______, 201__, between Evertec, Inc and Evertec Group, LLC (together with its successors, assigns, subsidiaries and Affiliates, the "Company"), and __________ ("Executive").

WHEREAS, in light of the Company's size and its visibility as a New York Stock Exchange-traded company that reports its results to the public, the Company has attracted attention of other companies and businesses seeking to obtain for themselves or their customers some of the Company's business acumen and know-how; and

WHEREAS, the Company has shared with Executive certain aspects of its business acumen and know-how as well as specific confidential and proprietary information about the products, markets, manufacturing processes, costs, developments, ideas, and personnel of the Company; and

WHEREAS, the Company has imbued Executive with certain aspects of the goodwill that the Company has developed with its customers, distributors, representatives and employees, and with federal, state, local and foreign governmental entities; and

WHEREAS, as consideration for entering into this Agreement, the Company is extending to Executive the opportunity to be covered under the Evertec Group, LLC Executive Severance Policy (the "Policy") and;

NOW, THEREFORE, in consideration of the foregoing, and of the respective covenants and agreements of the parties amended and restated in this Agreement and the Policy, the parties hereto agree as follows:

1. **Definitions.** As used in this Agreement, the following terms have the meanings indicated:

a. "Affiliate" shall mean any subsidiary or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Evertec Group, LLC, whether now existing or hereafter formed or acquired. For purposes hereof, "control" means the power to vote or direct the voting of sufficient securities or other interests to elect one-third of the directors or managers or to control the management of such subsidiary or other entity.

b. "Confidential Information" means information that is not generally known to the public (but for purposes of clarity, Confidential Information shall never exclude any such information that becomes known to the public because of Executive's unauthorized disclosure) and that is used, developed or obtained by the Company in connection with its business, including, but not limited to, information, observations and data obtained by Executive while employed by the Company concerning (A) the business or affairs of the Company; (B) products or services; (C) fees, costs and pricing structures; (D) designs; (E) analyses; (F) drawings, photographs and reports; (G) computer software, including operating systems, applications and program listings; (H) flow charts, manuals and documentation; (I) databases; (J) accounting and business methods; (K) inventions, devices, new developments, methods and processes, whether patentable or non-patentable and whether or not reduced to practice; (L) customers and clients, customer or client lists and customer usage and requirements; (M) other copyrightable works; (N) all production methods, processes, technology and trade secrets; (O) research and development programs; (P) personnel evaluations and compensation data; and (Q) all similar and related information in whatever form. Confidential Information will not include any information that has been published in a form generally available to the public (except as a result of Executive's unauthorized disclosure or any third party's unauthorized disclosure resulting from any direct or indirect influence by Executive) prior to the date Executive proposes to disclose or use such information. Confidential Information will not be deemed to have been published or otherwise disclosed merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

c. “Engage” means participate in, consult with, be employed by, or assist with the organization, policy making, ownership, financing, management, operation or control of any Similar Business in any capacity in which, in the absence of this Agreement, Confidential Information, inventions, Trade Secrets of the Company or Goodwill would reasonably be considered useful.

d. “Executive’s Company Employment” means the time (including time prior to the date hereof) during which Executive is employed by any entity comprised within the definition of “Company”, regardless of any change in the entity actually employing Executive.

e. “Goodwill” means any tendency of customers, distributors, representatives, employees, vendors, suppliers, or federal, state, local or foreign governmental entities to continue or renew any valuable business relationship with the Company or any Similar Business with which Executive may be associated, based in whole or in part on past successful relationships with the Company or the lawful efforts of the Company to foster such relationships, and in which Executive, or any personnel reporting directly to Executive, actively participated at any time during the most recent twelve (12) months of Executive’s Company Employment.

f. “Inventions” means designs, discoveries, improvements and ideas, whether or not patentable or otherwise legally protectable, including, without limitation upon the generality of the foregoing, novel or improved products, processes, machines, promotional and advertising materials, business data processing programs and systems, and other manufacturing and sales techniques, which either (i) relate to (A) the business of the Company or (B) the Company’s actual or demonstrably anticipated research or development, or (ii) result from any work performed by Executive for the Company.

g. “Similar Business” means the same business of providing full service transaction processing, including merchant acquiring, payment services and business process management services, to the extent such activity or activities were actually performed or engaged in by, for, or on behalf of, the Company or any of its subsidiaries or affiliates during the employment period.

h. “Trade Secret(s)” means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and that is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

i. “Work Product” means all Inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (whether patentable or not patentable) that relates to the Company’s actual or anticipated business, research and development or existing or future products or services and that are conceived, developed or made by Executive (whether or not during usual business hours and whether or not alone or in conjunction with any other person) while employed by the Company together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing.

2. Executive Work Product.

a. Executive expressly agrees that any Work Product made or developed by Executive or Executive’s agents during the course of Executive's employment, including any Work Product which is based on or arises out of other Work Product, shall be the property of and inure to the exclusive benefit of the Company. Executive further agrees that all Work Product developed by Executive (whether or not able to be protected by copyright, patent or trademark) during the course of Executive’s employment with the Company, or involving the use of the time, materials or other resources of the Company, shall be promptly disclosed to the Company and shall become the exclusive property of the Company, and Executive shall execute and deliver any and all documents necessary or appropriate to implement the foregoing.

3. Non-Disclosure; Non-Use of Confidential Information. Executive shall not disclose or use at any time, either during Executive’s Company Employment or at any time thereafter, any Confidential Information of which Executive is or becomes aware, whether or not such information is developed by Executive, except to the extent that such disclosure or use is directly related to and required by Executive’s performance in good faith of duties assigned to Executive by the Company. Executive will take all appropriate steps to safeguard all Confidential Information in Executive’s possession and to protect it against disclosure, misuse, espionage, loss and theft. Executive shall deliver to the Company at the termination of Executive’s employment with the Company, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof, whether in written or electronic form) relating to the Confidential Information or the “Work Product” of the business of the Company that Executive may then possess or have under Executive’s control.

4. Non-Disclosure of Trade Secrets. During Executive’s Company Employment, Executive shall preserve and protect Trade Secrets of the Company from unauthorized use or disclosure; and after termination of such employment, Executive shall not use or disclose any Trade Secret of the Company for so long as that Trade Secret remains a Trade Secret.

5. Third-Party Confidentiality. Executive shall not disclose to the Company, use on its behalf, or otherwise induce the Company to use any secret or confidential information belonging to persons or entities not affiliated with the Company, which may include a former employer of Executive, if Executive then has an obligation or duty to any person or entity (other than the Company) to not disclose such information to other persons or entities, including the Company. Executive acknowledges that the Company has disclosed that the Company is now, and may be in the future, subject to duties to third parties to maintain information in confidence and secrecy. By executing this Agreement, Executive consents to be bound by any such duty owed by the Company to any third party.

6. Confidentiality Exclusions. Notwithstanding anything herein or in any other agreement with or policy (including without limitation any code of conduct or employee manual) of the Company, nothing herein or therein is intended to or shall: (i) prohibit Executive from making reports of possible violations of federal law or regulation (even if Executive participated in such violations) to, and cooperating with, any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002 or of any other whistleblower protection provisions of state or federal law or regulation; (ii) require notification to or prior approval by the Company of any such reporting or cooperation; or (iii) result in a waiver or other limitation of Executive’s rights and remedies as a whistleblower, including to a monetary award. Notwithstanding the foregoing, Executive is not authorized (and the above should not be read as permitting the Executive) to disclose communications with counsel that were made for the purpose of receiving legal advice or that contain legal advice or that are protected by the attorney work product or similar privilege. Furthermore, Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (2) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal.

7. Return of Property. Executive shall, upon the Company’s demand and in any event before or promptly upon termination of Executive's Company Employment, deliver to the Company the original and all copies of all documents, files, data, records and property of any nature whatsoever which are in Executive’s possession or control and which are the property of the Company or which relate to the business activities, facilities or locations of the Company, or contain any Confidential Information or Trade Secrets of the Company, including any such records, documents or property created or maintained by Executive on any device or media Executive owns. Upon termination of employment with the Company, Executive agrees to attend an exit interview and to provide the Company with access to any personal computer, rolodex, PDA, i-phone or other device or media owned by Executive but used in the course of employment with the Company to ensure compliance with the terms of this Agreement.

8. Non-Competition. Executive hereby acknowledges that Executive is familiar with the Confidential Information of the Company and its Affiliates. Executive acknowledges and agrees that the Company would be irreparably damaged if Executive were to provide services to any person directly or indirectly competing with the Company or any of its Affiliates or engaged in a Similar Business and that such competition by Executive would result in a significant loss of Goodwill by the Company. Therefore, in consideration of Executive's participation in the Policy and the grant of any form of long-term compensation, Executive agrees that the following are reasonable restrictions and agrees to be bound by such restrictions:

a. During Executive's Company Employment, and for a period of twelve (12) months immediately following the termination of such employment for any reason (voluntarily or involuntarily), Executive shall not, directly or indirectly, engage in, own, manage, operate or provide services to, or be employed by any entity engaged in Similar Business services or activities within a 10-mile perimeter of where the Company is engaged in or has conducted business in Puerto Rico or any other country with respect to which the Company has conducted business during the 12 consecutive month period ending on the termination of employment; provided, that nothing herein shall prohibit Executive from being a passive owner of not more than 5% of the outstanding stock of any class of a corporation which is publicly traded so long as Executive does not have any active participation in the business of such corporation.

b. Executive warrants and represents that the nature and extent of this non-competition clause has been fully explained to Executive by the Company, and that Executive's decision to accept the same is made voluntarily, knowingly, intelligently and free from any undue pressure or coercion. Executive further warrants and represents that Executive has agreed to this non-competition clause in exchange for compensation, benefits and protections Executive is receiving under this Agreement.

9. Non-solicitation. Executive recognizes and admits that the Company has a legitimate business interest in retaining its employees, representatives, agents and/or consultants and of protecting its business from previous employees, representatives, agents and/or consultants, which makes necessary the establishment of a non-solicitation clause in the Agreement. In consideration of Executive's participation in the Policy and the grant of any form of long-term compensation, during the Executive's Company Employment and for a period of twelve (12) months following the termination of such employment, Executive shall not, directly or indirectly, (i) induce or attempt to induce any employee, representative, agent or consultant of the Company or any of its affiliates or subsidiaries to leave the employ or services of the Company or any of its affiliates or subsidiaries, or in any way interfere with the relationship between the Company or any of its affiliates or subsidiaries and any employee, representative, agent or consultant thereof or (ii) hire any person who was an employee, representative, agent or consultant of the Company or any of its affiliates or subsidiaries at any time during the twelve-month period immediately prior to the date on which such hiring would take place. No action by another person or entity shall be deemed to be a breach of this provision unless the Executive directly or indirectly assisted, encouraged or otherwise counseled such person or entity to engage in such activity.

10. Reciprocal Non-disparagement. During the Employment Period and at all times thereafter, neither Executive nor Executive's agents or representatives shall directly or indirectly issue or communicate any public statement, or statement likely to become public, that maligns, denigrates or disparages the Company or any of its Affiliates (including any of the Company's officers, directors or employees). The foregoing shall not be violated by (i) truthful statements made in connection with the enforcement of this Agreement or in response to legal process or governmental inquiry or (ii) by private statements to the Company or any of Company's officers, directors or employees; provided, that in the case of Executive, with respect to clause (ii), such statements are made in the course of carrying out Executive's duties pursuant to this Agreement. Likewise, during the Executive's Company Employment and at all times thereafter, the Board shall use its reasonable best efforts to ensure that none of its members directly or indirectly issue or communicate any public statement, or statement likely to become public, that maligns, denigrates or disparages Executive. The foregoing shall not be violated by (i) truthful statements made in connection with the enforcement of this Agreement or in response to legal process or governmental inquiry or (ii) by private statements by the Company to any of Company's officers or directors.

11. Cooperation. Executive agrees to cooperate with the Company and its attorneys in connection with any and all lawsuits, claims, investigations, or similar proceedings that have been or could be asserted at any time arising out of or related in any way to Executive's Company Employment. The Company shall reimburse Executive for his or her actual expenses incurred in complying with this provision.

12. Notices. All notices, request, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or when mailed by United States certified or registered mail with postage prepaid addressed as follows:

If to Executive, to the address set forth by Executive on the signature page of this Agreement or to such other person or address which Executive shall furnish to the Company in writing pursuant to the above.

If to the Company, to the attention of the Company's General Counsel at the address set forth on the signature page of this Agreement or to such other person or address as the Company shall furnish to Executive in writing pursuant to the above

13. Enforceability. Executive recognizes that irreparable injury may result to the Company, its business and property, and the potential value thereof in the event of a sale or other transfer, if Executive breaches any of the restrictions imposed on Executive by this Agreement, and Executive agrees that if Executive shall engage in any act in violation of such provisions, then the Company shall be entitled, in addition to such other remedies and damages as may be available, to an injunction prohibiting Executive from engaging in any such act.

14. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon and enforceable by Evertec Group, LLC, its successors, assigns and Affiliates, all of which (other than Evertec Group, LLC) are intended third-party beneficiaries of this Agreement. Executive hereby consents to the assignment of this Agreement to any person or entity.

15. Severability. It is the desire and intent of the Parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Upon a determination that any term or provision is invalid, illegal, or incapable of being enforced, the Parties agree that a reviewing court shall have the authority to "blue pencil" or modify this Agreement so as to render it enforceable and effect the original intent of the parties to the fullest extent permitted by applicable law. Any invalidity or unenforceability of any provision of this Agreement is not intended to affect the validity or enforceability of any other provision of this Agreement, which the parties intend to be severable and divisible, and to remain in full force and effect to the greatest extent permissible under applicable law.

16. Governing Law. The laws of the Commonwealth of Puerto Rico, without reference to conflict of law principles thereof, shall be the controlling law in all matters relating to this Agreement.

17. Miscellaneous. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement signed by Executive and a duly authorized officer of the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

EVERTEC GROUP, LLC

Carr. 176, Km. 1.3
Cupey Bajo
San Juan, Puerto Rico, 00926

By: _

Name: Morgan M. Schuessler
Title: President and CEO

[EXECUTIVE]

By: _

Name:

Address:

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Section 4: EX-21.1 (EXHIBIT 21.1)

EXHIBIT 21.1

Subsidiaries of EVERTEC, Inc.

Name	Jurisdiction of Incorporation
EVERTEC Costa Rica, S.A.	Costa Rica
EVERTEC Panama, S.A.	Panama
EVERTEC Dominicana, SAS	Dominican Republic
EVERTEC Group, LLC	Puerto Rico
EVERTEC Intermediate Holdings, LLC	Puerto Rico
EVERTEC Mexico Servicios de Procesamiento, S.A. de C.V.	Mexico
EVERTEC Guatemala, S.A.	Guatemala
Evertec Colombia, SAS	Colombia
EVERTEC USA, LLC	Delaware
Evertec Chile Holdings SpA	Chile
Evertec Chile SpA	Chile
Evertec Chile Servicios Profesionales SpA	Chile
Evertec Chile Global SpA	Chile
Paytrue S.A.	Uruguay
Caleidón S.A.	Uruguay
Evertec Brasil Solutions Informática Ltda.	Brazil
EFT Group S.A.	Panama
Tecnopago España SL	Spain

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Section 5: EX-23.1 (EXHIBIT 23.1)

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-190381 on Form S-8 of our reports relating to the consolidated financial statements and financial statement schedule of EVERTEC, Inc. and the effectiveness of EVERTEC, Inc.'s internal control over financial reporting dated February 26, 2019, appearing in this Annual Report on Form 10-K of EVERTEC, Inc. for the year ended December 31, 2018.

/s/ Deloitte & Touche LLP

San Juan, Puerto Rico
February 26, 2019

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Section 6: EX-31.1 (EXHIBIT 31.1)

EXHIBIT 31.1

Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) or 15d-14(a)

I, Morgan M. Schuessler, Jr., certify that:

1. I have reviewed this report on Form 10-K of EVERTEC. Inc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2019	/s/ Morgan M. Schuessler, Jr.
	Morgan M. Schuessler, Jr.
	Chief Executive Officer

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Section 7: EX-31.2 (EXHIBIT 31.2)

EXHIBIT 31.2

Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) or 15d-14(a)

I, Joaquin A. Castrillo-Salgado, certify that:

1. I have reviewed this report on Form 10-K of EVERTEC, Inc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation ; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2019

/s/ Joaquin A. Castrillo-Salgado

Joaquin A. Castrillo-Salgado
Chief Financial Officer

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Section 8: EX-32.1 (EXHIBIT 32.1)

EXHIBIT 32.1

Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002 , the undersigned officer of EVERTEC, Inc. (the “Company”), does hereby certify, to such officer’s knowledge, that :

The Annual Report on Form 10-K for the year ended December 31, 2018 (the “Form 10-K”) of the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2019

/s/ Morgan M. Schuessler, Jr.

Morgan M. Schuessler, Jr.
Chief Executive Officer

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Section 9: EX-32.2 (EXHIBIT 32.2)

EXHIBIT 32.2

Certification of Chief Financial Officer Pursuant to 18 U.S.C. 1350
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of EVERTEC, Inc. (the “Company”), does hereby certify, to such officer’s knowledge, that :

The Annual Report on Form 10-K for the year ended December 31, 2018 (the “Form 10-K”) of the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2019

/s/ Joaquin A. Castrillo-Salgado

Joaquin A. Castrillo-Salgado
Chief Financial Officer

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