

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 15, 2022

Commission File Number 0-25346

ACI WORLDWIDE, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

47-0772104
(I.R.S. Employer
Identification No.)

2811 Ponce de Leon Blvd
PH1 Coral Gables, Florida
(Address of Principal Executive Offices)

33134
(Zip Code)

(305) 894-2200
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.005 par value	ACIW	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(c)

On April 15, 2022, the Company entered into a Severance Agreement (the “New Severance Agreement”) with Odilon Almeida, the Company’s President and Chief Executive Officer. The Company was previously party to a Severance Agreement, dated March 9, 2020, with Mr. Almeida, which agreement expired by its terms on March 8, 2022.

The New Severance Agreement has a term commencing on April 15, 2022 and ending on April 15, 2025. While the New Severance Agreement is in effect, Mr. Almeida will not participate in the Company’s severance pay plan. During the term of the New Severance Agreement, if the Company terminates Mr. Almeida’s employment other than for “Cause,” death or “Disability,” or Mr. Almeida terminates his employment for “Good Reason,” other than in circumstances covered by Mr. Almeida’s Change in Control Employment Agreement (the terms of which were previously disclosed), Mr. Almeida will be entitled to the following benefits: (1) a lump sum cash amount equal to 1.5 times the sum of his annual base salary plus his target annual bonus; (2) generally, at least 18 months of continued benefits to him and his family at the same after-tax cost to him as would have applied prior to the termination (or certain economically equivalent benefits); (3) pro-rata vesting of his then-outstanding restricted stock units; and (4) pro-rata vesting of his then-outstanding performance stock units based on actual performance for the full performance period. Pro-rata vesting of equity awards as described above will be based on Mr. Almeida’s completed months of service during the vesting or performance period, as applicable. The separation benefits described above are generally subject to Mr. Almeida’s execution and non-revocation of a customary release of claims in favor of the Company, as well as his compliance with certain customary confidentiality, non-competition, and employee and customer non-solicitation restrictive covenants. The terms “Cause,” “Disability,” and “Good Reason” have the meanings assigned thereto in Mr. Almeida’s Change in Control Employment Agreement.

The description above of New Severance Agreement does not purport to be complete and is qualified by reference to the New Severance Agreement, which is filed as Exhibit 10.1 to this Form 8-K and incorporated in this Item 5.02 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 [Severance Agreement between ACI Worldwide, Inc. and Odilon Almeida](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

ACI WORLDWIDE, INC.
(Registrant)

Date: April 19, 2022

By: _____ /s/ Dennis P. Byrnes
Dennis P. Byrnes
Executive Vice President and General Counsel

SEVERANCE AGREEMENT

This SEVERANCE AGREEMENT (this "Agreement"), by and between ACI Worldwide, Inc., a Delaware corporation (the "Company"), and Odilon Almeida ("Executive") is effective as of the date set forth on the signature page (the "Effective Date").

WHEREAS, the Company agrees to provide Executive with certain benefits if Executive's employment is terminated by the Company without Cause or by Executive for Good Reason within three years after the Effective Date;

WHEREAS, Executive and the Company have entered into a Change In Control Employment Agreement (the "CIC Agreement"); and

WHEREAS, the CIC Agreement contains certain defined terms that will have the same meaning in this Agreement, including without limitation, "Cause," "Good Reason," "Company Business," and "Restricted Territory."

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Certain Definitions. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the CIC Agreement. Without limiting the foregoing, for purposes of this Agreement "Good Reason" shall also include a refusal by the Company to nominate Executive for election as a director.

Section 2. Obligations of the Company upon Termination without Cause or by Executive for Good Reason.

(a) If the Company terminates Executive's employment other than for Cause, Death or Disability, or Executive terminates his employment for Good Reason, in each case prior to the expiration of this Agreement, Executive will be entitled to receive the following benefits:

(1) the Company will pay to Executive, in a lump sum in cash within 60 calendar days after the Date of Termination, the aggregate of the following amounts:

(A) the sum of (i) Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid and (ii) any accrued vacation pay to the extent not theretofore paid; and

(B) the amount equal to the product of (i) 1.5 and (ii) the sum of (x) Executive's Annual Base Salary and (y) the Target Annual Bonus;

(2) for 18 months after the Date of Termination, or such longer period as may be provided by the terms of the appropriate plan, program, practice or policy (the "Benefit Continuation Period"), the Company will continue benefits to Executive and/or Executive's family at least equal to, and at the same after-tax cost to Executive and/or Executive's family, as those that would have been provided to them in accordance with the plans, programs, practices and policies in effect at the Date of Termination; *provided, however*, that, the medical, dental, prescription drug and vision benefits provided during the Benefit Continuation Period will be

provided in such a manner that such benefits (and the costs and premiums thereof) are excluded from Executive's income for federal income tax purposes (if the Company reasonably determines that providing continued coverage under one or more of its welfare plans contemplated herein could be taxable to Executive, the Company will provide such benefits at the level required hereby through the purchase of individual coverage); and, *provided, further*, that if Executive becomes reemployed with another employer and is eligible to receive such benefits under another employer provided plan, the medical and other welfare benefits described herein will be secondary to those provided under such other plan during such applicable period of eligibility.

(b) Unvested equity awards. If Executive is entitled to receive benefits under Section 2(a), Executive's unvested equity awards outstanding on the Date of Termination shall be treated as follows:

(1) Restricted Stock Units ("RSUs"). A portion of the unvested RSU awards outstanding on the Date of Termination will become vested, with such portion equal to (i) the total number of RSUs covered by the applicable grant, multiplied by a fraction, the numerator of which is the number of complete calendar months which have elapsed from the date of grant to the Date of Termination, and the denominator of which is the total number of complete calendar months covered by the grant, less (ii) the number of RSUs covered by the grant that have already vested prior to the Date of Termination.

(2) Performance Stock Units ("PSUs"). With respect to each PSU award outstanding on the Date of Termination, Executive will be entitled to receive at the time specified in the applicable award agreement for payment of the PSU, a number of PSUs equal to (i) the number of PSUs to which the Executive would have been entitled under the applicable award agreement based on the performance of the Company for the full performance period, multiplied by (ii) a fraction, the numerator of which is the number of complete calendar months elapsed during the applicable performance period up to the Date of Termination, and the denominator which is the total number of complete calendar months in the applicable performance period.

(3) Except as specifically set forth in this Section 2(b), Executive's unvested equity awards outstanding on the Date of Termination shall be governed by the terms and conditions of the applicable award agreement.

Section 3. Non-exclusivity of Rights.

(a) Except as otherwise provided in this Agreement, amounts that are vested benefits or that Executive is otherwise entitled to receive under any plan, policy, practice or program of, or any other contract or agreement with, the Company or the Affiliated Companies at or subsequent to the Date of Termination will be payable in accordance with such plan, policy, practice or program or contract or agreement, except as explicitly modified by this Agreement. Notwithstanding the foregoing, if Executive receives payments and benefits pursuant to this Agreement, Executive will not be entitled to any severance pay or benefits under any severance plan, program or policy of the Company and the Affiliated Companies, including without limitation, the CIC Agreement.

(b) This Agreement shall expire on the third anniversary of the Effective Date. Thereafter, if Executive's employment is terminated involuntarily by the Company without cause, Executive shall be entitled to benefits arising as a result of such termination under any applicable plan, policy, practice or program, or any other contract or agreement with the Company or the Affiliated Companies in effect on the date of termination. This section 3(b) shall survive termination or expiration of this Agreement.

Section 4. Release of Claims. In consideration for and as a condition precedent to receiving the severance pay or benefits outlined in this Agreement, Executive agrees to execute a Release of Claims substantially in the form attached as Appendix A of the CIC Agreement ("Release of Claims"). Executive acknowledges and agrees that if he fails to execute and deliver the Release of Claims to the Company within 21 days (or, if required by applicable law, 45 days) from Executive's Date of Termination or revokes such Release of Claims prior to the "Effective Date" (as such term is defined in the Release of Claims) of the Release of Claims, Executive will forfeit the severance pay and benefits outlined in this Agreement.

Section 5. Confidential Information; Other Restrictive Covenants.

(a) Confidential Information. Executive will hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or the Affiliated Companies, and their respective businesses, which information, knowledge or data will have been obtained by Executive during Executive's employment by the Company or the Affiliated Companies and which information, knowledge or data will not be or become public knowledge (other than by acts by Executive or representatives of Executive in violation of this Agreement). After termination of Executive's employment with the Company, Executive will not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those persons designated by the Company.

(b) Covenants Following Termination of Employment. For a period of 18 months following the Date of Termination, Executive will not:

(1) enter into or engage in any business that competes with the Company's Business within the Restricted Territory;

(2) solicit customers with which Executive had any contact or for which Executive had any responsibility (either direct or supervisory) at the Date of Termination or at any time during the one year prior to such Date of Termination, whether within or outside of the Restricted Territory, or solicit business, patronage or orders for, or sell, any products and services in competition with, or for any business that competes with the Company's Business within the Restricted Territory;

(3) divert, entice or otherwise take away any customers, business, patronage or orders of the Company within the Restricted Territory, or attempt to do so;

(4) promote or assist, financially or otherwise, any person, firm, association, partnership, corporation or other entity engaged in any business that competes with the Company's Business within the Restricted Territory; or

(5) solicit or induce or attempt to solicit or induce any employee(s), sales representative(s), agent(s) or consultant(s) of the Company and/or its affiliated companies to terminate their employment, representation or other association with the Company and/or its affiliated companies, *provided* that the foregoing will not apply to general advertising not specifically targeted at employees, sales representatives, agents or consultants of the Company and/or its affiliated companies.

Notwithstanding the foregoing, it will not be a violation of this Section 5(b) for Executive to join a division or business line of a commercial enterprise with multiple divisions or business lines if such division or business line is not competitive with the Company's Business, *provided* that Executive performs services solely for such non-competitive division or business line, and performs no functions on behalf of (and has no involvement with or direct or indirect responsibilities with respect to) businesses competitive with the Company's Business. Nothing in this Section 5(b) will prohibit Executive from being a passive owner of not more than 4.9% of the outstanding equity interest in any entity which is publicly traded, so long as Executive has no active participation in the business of such corporation.

(c) If it is finally judicially determined that Executive materially breached this Section 5, Executive will, if determined appropriate in the sole discretion of the Compensation and Leadership Development Committee of the Board (the "Compensation Committee"), (i) forfeit any unpaid portion of any severance benefits or compensation otherwise due, and (ii) repay to the Company any portion of such severance benefits or compensation previously paid to Executive. Nothing in this Section 5(c) will be deemed to limit the Company's remedies at law or in equity for any breach by Executive of any provision of this Agreement.

(d) Acknowledgement. Nothing in this Agreement prevents Executive from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations. Furthermore, no Company policy or individual agreement between the Company and Executive will prevent Executive from providing information to government authorities regarding possible legal violations, participating in investigations, testifying in proceedings regarding the Company's past or future conduct, engaging in any future activities protected under the whistleblower statutes administered by any government agency (e.g., Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, etc.) or receiving a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Company nonetheless asserts and does not waive its attorney-client privilege over any information appropriately protected by privilege.

Section 6. Forfeiture and Right of Recoupment.

(a) Notwithstanding anything contained herein to the contrary, (i) if the Company is required to restate its consolidated financial statements because of material noncompliance with federal securities laws, which restatement is due, in whole or in part, to the Misconduct (as defined herein) of Executive, or (ii) it is determined that Executive has otherwise engaged in Misconduct (whether or not such Misconduct is discovered by the Company prior to the termination of employment), Executive will, if determined appropriate in the sole discretion of the Compensation Committee, (i) forfeit any unpaid portion of any severance benefits or compensation otherwise due, and (ii) repay to the Company any portion of such severance benefits or compensation previously paid to Executive. Nothing in this Section 6 will be deemed to limit the Company's remedies at law or in equity for any claims relating to Executive's Misconduct.

(b) Misconduct. For purposes of this Agreement, “Misconduct” shall mean a deliberate act or acts of dishonesty or misconduct which either (i) were intended to result in substantial personal enrichment to Executive at the expense of the Company or (ii) have a material adverse effect on the Company. Any determination hereunder, including with respect to Executive’s misconduct, shall be made by the Compensation Committee in its sole discretion. Notwithstanding any provisions herein to the contrary, Executive expressly acknowledges and agrees that the rights of the Company set forth in this Section 6 shall continue after Executive’s termination of employment.

Section 7. Successors.

(a) This Agreement is personal to Executive and is not assignable by Executive. This Agreement will inure to the benefit of, and be enforceable by, Executive’s legal representatives.

(b) This Agreement will inure to the benefit of and be binding upon the Company and its successors and assigns.

Section 8. Miscellaneous.

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and will have no force or effect. This Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder will be in writing and will be given by hand delivery to the other party or overnight addressed as follows:

If to Executive:

At the most recent address on file at the Company.

If to the Company:

ACI Worldwide, Inc.
6060 Coventry Drive
Elkhorn, NE 68022
Attention: General Counsel

or to such other address as either party has furnished to the other in writing in accordance herewith. Notice and communications will be effective when received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such United States federal, state or local or foreign taxes as are required to be withheld pursuant to any applicable law or regulation.

(e) Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Executive or the Company may have hereunder will not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of April 15, 2022 (the "Effective Date").

ACI Worldwide, Inc.

By: /s/ Dennis Byrnes

Its: EVP and General Counsel

Executive

/s/ Odilon Almeida
Odilon Almeida