

AS SUBMITTED TO THE SECURITIES AND EXCHANGE COMMISSION ON DECEMBER 18, 1996

REGISTRATION NO. 333-

SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549

FORM S-1
Registration Statement Under
The Securities Act of 1933

EURONET SERVICES INC.
(Exact Name of Registrant as Specified in its Charter)

DELAWARE
(State or Other Jurisdiction of
Incorporation or Organization)

6099
(Primary Standard Industrial
Classification Code Number)

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

ZSIGMOND TER 10
H-1023 Budapest
Hungary
011-361-335-1224
(Address and telephone number of Registrant's principal executive offices)

CT CORPORATION SYSTEM
1633 Broadway
New York, New York 10019
(212) 664-7666
(Name, address and telephone number of agent for service)

COPIES TO:

JAMES M. BARTOS, ESQ.
Shearman & Sterling
199 Bishopsgate
London EC2M 3TY England

CARTER STRONG, ESQ.
Arent Fox Kintner Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036

Approximate date of commencement of proposed sale to the public: As soon as
practicable after the effective date of this Registration Statement.

If any of the securities being registered on this form are to be offered on
a delayed or continuous basis pursuant to Rule 415 under the Securities Act of
1933, please check the following box. []

If this Form is filed to register additional securities for an offering
pursuant to Rule 462(b) under the Securities Act, please check the following box
and list the Securities Act registration statement number of the earlier
effective registration statement for the same offering. []

If this Form is a post-effective amendment filed pursuant to Rule 462(c)
under the Securities Act, check the following box and list the Securities Act
registration statement number of the earlier effective registration statement
for the same offering. []

If delivery of the prospectus is expected to be made pursuant to Rule 434,
please check the following box. []

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED(1)	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(2)	AMOUNT OF REGISTRATION FEE
Common Stock, par value \$0.01 per share.....	6,095,000	\$14	\$85,330,000	\$25,857.58

(1) Includes an additional 795,000 shares of Common Stock which the Underwriters
(as defined in the Prospectus included herein) have the option to purchase
pursuant to a 30-day over-allotment option. The amount of shares of Common
Stock registered also includes any shares initially offered or sold outside
the United States that are thereafter sold or resold in the United States.
Offers and sales of shares outside the United States are being made pursuant
to Regulation S and are not covered by this Registration Statement.

(2) Estimated pursuant to Rule 457(a) under the Securities Act of 1933, as
amended, solely for purposes of computing the amount of the registration
fee.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

=====

INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

SUBJECT TO COMPLETION, DATED _____, 1997

EURONET [LOGO]

5,300,000 SHARES

COMMON STOCK

Of the shares (the "Shares") of Common Stock (the "Common Stock") being offered in the Offering, 3,088,028 shares are being offered by Euronet Services Inc. ("Euronet" or the "Company") and 2,211,972 Shares are being offered by certain shareholders of the Company (the "Selling Shareholders"). See "Principal and Selling Shareholders". The Company will not receive any of the proceeds from the sale of the Shares by the Selling Shareholders. A portion of the Shares offered hereby are being offered outside the United States.

Prior to the Offering, there has been no public market for the Shares. It is currently expected that the initial public offering price per share in the Offering will be between \$12 and \$14. See "Underwriting" for a discussion of the factors considered in determining the initial public offering price.

THE SHARES OF COMMON STOCK OFFERED HEREBY INVOLVE A HIGH DEGREE OF RISK. SEE "RISK FACTORS" BEGINNING ON PAGE 6 FOR A DISCUSSION OF CERTAIN RISKS ASSOCIATED WITH THE OFFERING.

Application will be made to have the Common Stock listed on the Nasdaq National Market under the symbol "EEFT".

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	INITIAL PUBLIC OFFERING PRICE	UNDERWRITING DISCOUNT(1)	PROCEEDS TO THE COMPANY(2)	PROCEEDS TO THE SELLING SHAREHOLDERS(2)
Per share.....	\$	\$	\$	\$
Total(3).....	\$	\$	\$	\$

(1) The Company and the Selling Shareholders have agreed to indemnify the Underwriters (as defined in "Underwriting") against certain liabilities, including liabilities under the Securities Act of 1933, as amended. See "Underwriting".

(2) Before deducting estimated expenses of \$ _____, of which \$ _____ and \$ _____ are payable by the Company and the Selling Shareholders, respectively, in connection with the Offering. See "Underwriting".

(3) The Company has granted to the Underwriters an option exercisable for 30 days from the date of this Prospectus to purchase, or procure purchasers for, up to an additional 795,000 Shares of Common Stock at the initial public offering price per share, less the underwriting discount, solely to cover over-allotments, if any. If such option is exercised in full, the total initial public offering price, underwriting discount and proceeds to the Company will be \$ _____, \$ _____ and \$ _____, respectively. See "Underwriting".

The Shares offered hereby are offered severally by the Underwriters, as specified herein, subject to receipt and acceptance by them and subject to their right to reject any order in whole or in part. It is expected that delivery of the Shares offered hereby will be made at the offices of ING Baring (U.S.) Securities, Inc., on or about _____, 1997.

ING BARINGS

The date of this Prospectus is _____, 1997

No action has been or will be taken in any jurisdiction by the Company, the Selling Shareholders or by any Underwriter that would permit a public offering of the Shares or possession or distribution of a prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons into whose possession this Prospectus comes are advised by the Company, the Selling Shareholders and the Underwriters to inform themselves about, and to observe any restrictions as to, the offering of the Shares and the distribution of this Prospectus.

Offers and sales of shares of Common Stock outside the United States are being made pursuant to Regulation S and such shares are not being registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") for the purpose of sales outside the United States. A registration statement under the Securities Act is in effect for offers and sales in the United States of shares of Common Stock that were initially offered or sold outside the United States.

The Euronet logo is a trademark of the Company. Except as otherwise specified, all information in this Prospectus assumes that the Underwriter's over-allotment option is not exercised.

Unless the context otherwise indicates, references herein to Euronet or the Company include Euronet Services Inc. and its subsidiaries and their respective predecessor companies. References to "dollar" and "\$" are to United States dollars, and the terms "United States" and "U.S." mean the United States of America, its states, its territories, its possessions and all areas subject to its jurisdiction.

AVAILABLE INFORMATION

The Company has filed with the U.S. Securities and Exchange Commission (the "Commission") a registration statement (herein, together with all amendments, exhibits and schedules thereto, referred to as the "Registration Statement") under the Securities Act, with respect to the securities offered hereby. This Prospectus, which is part of the Registration Statement, does not contain all the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Commission. For further information with respect to the Company and the Shares, reference is hereby made to the Registration Statement. Statements contained in this Prospectus as to the contents of any contract or other document referred to herein are not necessarily complete and, in each instance, reference is made to the copy of such contract or other document filed as an exhibit to the Registration Statement, each such statement being qualified in all respects by such reference.

As a result of the Offering, the Company will become subject to the reporting requirements of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith, will file reports and other information with the Commission. The Registration Statement, including the exhibits and schedules thereto, and reports and other information filed by the Company with the Commission can be inspected without charge and copied, upon payment of prescribed rates, at the public reference facilities maintained by the Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the regional offices of the Commission located at 7 World Trade Center, 13th Floor, New York, New York 10048 and the Northwest Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. Copies of such material and any part thereof will also be available by mail from the Public Reference Section of the Commission, at 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates.

IN CONNECTION WITH THE OFFERING, ING BARING (U.S.) SECURITIES INC. AND ITS AFFILIATES, ON BEHALF OF THE UNDERWRITERS, MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SHARES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED ON THE NASDAQ NATIONAL MARKET OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by the more detailed information and the consolidated financial statements appearing elsewhere in this Prospectus. Except as otherwise indicated herein, all information in this Prospectus has been adjusted to give effect to the reorganization of the Company, which is subject to and effective upon the execution of the underwriting agreement to be executed in connection with the Offering, pursuant to which (i) 9,585,569 shares of Common Stock will be issued to the shareholders of Euronet Holding N.V. in exchange for all of the Common Shares of Euronet Holding N.V., (ii) options to acquire 3,113,355 shares of Common Stock will be granted to the holders of options to acquire 3,113,355 Common Shares of Euronet Holding N.V. in exchange for all of such options and (iii) awards with respect to 800,520 shares of Common Stock will be issued to the holders of awards with respect to 800,520 preferred shares of Euronet Holding N.V. in exchange for all such awards (the "Reorganization"). Euronet Holding N.V. will be dissolved following the Reorganization. See "Certain Transactions."

THE COMPANY

Euronet operates the only independent, non-bank owned automatic teller machine ("ATM") network in Central Europe, as a service provider to banks and other financial institutions. The Company was established in 1994 and currently operates a network of 175 state-of-the-art ATMs, 130 of which are located in Hungary and 35 of which are located in Poland. Through agreements and relationships with local banks and international card issuers and ATM networks such as American Express, VISA, Plus, Mastercard, Europay and Cirrus (together "International Card Organizations") Euronet's ATMs are able to process ATM transactions for holders of credit and debit cards issued by or bearing the logo of such banks and International Card Organizations. The Company receives a fee from the card issuing banks or International Card Organizations for all ATM transactions processed on its ATMs. The Company also offers outsourced ATM management services to local banks that own proprietary ATM networks for which the Company also receives fees on a per transaction basis as well as a monthly basis.

The Company believes that the services it provides permit it to capitalize on the trends developing in the Central European banking market. Bank account usage and credit and debit card issuance are increasing in Central Europe as the demand for banking services continues to grow in the region. Connecting to the Company's ATM network enables banks to offer their customers the convenience of cash withdrawal and balance inquiry services in numerous off-site locations without incurring additional branch operational costs such as personnel costs. In addition, the Company believes that the services it offers are attractive to domestic banks in the increasingly competitive banking market in Central Europe because such banks can generally connect to Euronet's network with less labor and expense than building their own networks. In addition, banks can outsource the management of their proprietary ATM networks to the Company. These services allow banks to provide ATM access to their customers, expanding the range of banking services they offer. "Western" banks entering the Central European market are already accustomed to the concept of shared ATM networks and have begun to connect to Euronet's ATM network.

Euronet's ATMs currently accept over 90% of the domestic credit and debit cards issued in Hungary and 25% of the credit and debit cards issued in Poland. In addition, all major international credit and debit cards, including those bearing the VISA, Plus, Europay, Mastercard and Cirrus logos and American Express cards, may be used at Euronet's ATMs located in Hungary and all VISA, Plus and American Express cards may be used at Euronet's ATMs located in Poland.

The Company's strategy, for the short term, is to become the leading low-cost ATM service provider in Central Europe meeting western standards of reliability and customer service and, for the medium term, to become a leading provider of a broader range of electronic fund transfer services in the region. The key elements of Euronet's strategy are to expand its ATM network in Hungary, Poland and other Central European markets; continue to form strategic relationships with banks and International Card Organizations; expand the range of services offered beyond the basic cash withdrawal function, such as point of sale authorization and bill paying; and expand ATM network management services.

The Company's principal executive offices are located at Zsigmond ter 10, H-1023 Budapest, Hungary, and its telephone number at such address is 011-361-335-1224.

THE OFFERING

TOTAL SHARES OFFERED IN THE OFFERING(1).....	5,300,000 Shares
SHARES TO BE OFFERED BY THE COMPANY.....	3,088,028 Shares
SHARES TO BE OFFERED BY THE SELLING SHAREHOLDERS.....	2,211,972 Shares
SHARES TO BE OUTSTANDING AFTER THE OFFERING(1)(2)...	13,729,560 Shares
OVER-ALLOTMENT OPTION.....	In connection with the Offering, the Company will grant to the Underwriters an option exercisable for 30 days from the date of this Prospectus to purchase up to 795,000 additional Shares, solely to cover over-allotments, if any, at the initial public offering price. See "Underwriting."
USE OF PROCEEDS.....	Assuming an offering price of \$13 per Share (the midpoint of the range on the cover page of this Prospectus) and no exercise of the over-allotment option granted to the Underwriters, the net proceeds to the Company and the Selling Shareholders from the Offering, after deducting underwriting discounts and commissions and estimated offering expenses, are estimated to be approximately \$36.9 million and \$26.8 million, respectively. The Company will not receive any of the proceeds from the sale of the Shares by the Selling Shareholders. Approximately 80% to 90% of the proceeds to the Company will be used to implement the Company's strategy of expanding its independent ATM network in Hungary, Poland, Germany and other Central European markets. The remainder of the net proceeds to be received by the Company will be used for general corporate purposes, including possible acquisitions and joint ventures consistent with its strategic goals. See "Use of Proceeds."
DIVIDENDS.....	The Company currently intends to retain all future earnings, if any, to fund the development and growth of its business. Consequently, the Company does not anticipate paying dividends on the Shares in the foreseeable future. See "Dividend Policy."
PROPOSED LISTING.....	Application will be made to have the Shares listed on the Nasdaq National Market under the symbol "EEFT."

- - - - -

- (1) Does not include up to 795,000 shares of Common Stock that may be offered pursuant to the exercise by the Underwriters of the over-allotment option granted by the Company to the Underwriters. See "Underwriting."
- (2) Does not include 2,857,911 shares of Common Stock reserved for issuance under the Company's stock option plans.

SUMMARY CONSOLIDATED FINANCIAL DATA

The summary consolidated financial data set forth below with respect to the Company's statement of operations data for the period from June 22, 1994 (inception) to December 31, 1994, the year ended December 31, 1995 and for the nine months ended September 30, 1996 and with respect to the balance sheet data as of December 31, 1994 and 1995 and September 30, 1996 have been derived from, and are qualified by reference to, the audited consolidated financial statements of the Company and the notes thereto included elsewhere in this Prospectus (the "Consolidated Financial Statements"), prepared in accordance with U.S. GAAP, which have been audited by KPMG Polska Sp. z o.o., independent public accountants. The results of operations for the nine months ended September 30, 1996 are not necessarily indicative of the results for any future period or for the full year ending December 31, 1996. The summary consolidated financial data with respect to the Company's statement of operations data for the nine months ended September 30, 1995 have been derived from the Company's unaudited consolidated financial statements, prepared in accordance with U.S. GAAP, which in the opinion of the Company, include all adjustments, consisting solely of normal recurring adjustments, necessary to present fairly the information contained therein. The Company believes that the period-to-period comparisons of its financial results are not necessarily meaningful and should not be relied upon as an indication of future performance. The following information should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" appearing elsewhere in this Prospectus.

	NINE MONTHS ENDED SEPTEMBER 30,		YEAR ENDED	PERIOD FROM JUNE 22, 1994 (INCEPTION) TO
	1996	1995	DECEMBER 31, 1995	DECEMBER 31, 1994
	(UNAUDITED)			
	(IN THOUSANDS EXCEPT PER SHARE DATA)			
CONSOLIDATED STATEMENT OF OPERATIONS DATA:				
Revenues.....	\$ 638	\$ 9	\$ 62	\$ --
Loss before income taxes.....	(2,774)	(1,401)	(2,089)	(228)
Net loss.....	(2,555)	(1,300)	(1,941)	(228)
Pro forma net loss per share.....	(0.19)			
Pro forma number of shares Outstanding(1).....	13,109,320			

(1) See Note 2(k) to the Company's Consolidated Financial Statements included elsewhere in this Prospectus for an explanation of the pro forma number of shares outstanding used in determining pro forma net loss per share.

	AS OF	AS OF DECEMBER	
	SEPTEMBER 30, 1996	1995	1994
	(IN THOUSANDS)		
CONSOLIDATED BALANCE SHEET DATA:			
Cash and cash equivalents.....	\$ 776	\$ 411	\$2,036
Working capital.....	(370)	526	2,071
Total assets.....	7,432	4,519	2,527
Capital lease obligations, less current portion.....	2,363	1,119	--
Total shareholders' equity.....	2,542	2,097	2,422

RISK FACTORS

The Shares involve a high degree of risk. Accordingly, prospective purchasers of shares of Common Stock should consider carefully all of the information set forth in this Prospectus and, in particular, the risks described below, prior to making any investment decision.

LIMITED OPERATING HISTORY; HISTORY OF AND ANTICIPATED FUTURE OPERATING LOSSES AND NEGATIVE CASH FLOW

The Company has had a limited operating history. For the period from June 22, 1994 (inception) to December 31, 1994, the year ended December 31, 1995 and the nine months ended September 30, 1996, the Company had net losses of approximately \$228,000, \$1.9 million and \$2.6 million, respectively, resulting in an aggregate net loss of \$4.7 million as of September 30, 1996. The Company expects to continue to generate losses from operating activities while it concentrates on the development and expansion of its ATM network business. As a result of the Company's strategy of continuing expansion and increasing its market share, the Company's net losses are expected to increase over the near term. There can be no assurance that the Company will achieve or sustain profitability or generate significant revenues in the future or have sufficient resources at any time to pay cash dividends on the Shares. See "Consolidated Financial Statements" including the notes thereto, and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

SIGNIFICANT CAPITAL REQUIREMENTS

The development and expansion of the Company's ATM network and its ATM management services operations in Hungary, Poland, Germany and other Central European markets, and the resulting operating losses will require substantial additional cash from outside sources. The Company anticipates that its substantial cash requirements will continue into the foreseeable future. Based on the Company's plans with respect to the installation of ATMs and the provision of ATM management services in Hungary, Poland, Germany and other Central European markets in the near to medium term, and the Company's requirements with respect to related infrastructure and operational costs, management believes the net proceeds from the Offering and funds expected to be available through financing arrangements will provide sufficient funds necessary for the Company to expand its business as currently planned. There can be no assurance, however, that additional financing will not be required or will be available to the Company or, if available, that it can be obtained on terms acceptable to the Company. Failure to obtain such financing could result in the delay or abandonment of some or all of the Company's acquisition, development and expansion plans and expenditures, which could have a material adverse effect on its business prospects and the value of the Shares and limit the Company's ability to pay cash dividends on the Shares. See "Management's Discussion and Analysis of Financial Condition and Results of Operations -- Liquidity and Capital Resources."

RISKS RELATED TO RAPID EXPANSION OF BUSINESS

The continued rapid expansion and development of the Company's business will depend on various factors including the increasing demand for ATM services in the Company's current target markets, the ability to locate appropriate sites and obtain necessary approvals for the installation of ATMs, the ability to install ATMs in an efficient and timely manner, the expansion of the Company's business into new countries as currently planned, entering into additional card acceptance agreements with banks, the ability to obtain sufficient numbers of ATMs on a timely basis and the availability of financing for such expansion. In addition, such expansion may involve acquisitions which, if made, could divert the resources and management time of the Company and require integration with the Company's existing networks and services. The Company's ability to manage effectively its rapid expansion will require it to continue to implement and improve its operating, financial and accounting systems and to expand, train and manage its employee base. The inability to manage effectively its planned expansion could have a material adverse effect on the Company's business, growth, financial condition and results of operations. See "Business -- Strategy."

DEPENDENCE ON RELATIONSHIPS WITH BANKS AND INTERNATIONAL CARD ORGANIZATIONS

The Company's future growth depends on its ability to sign card acceptance agreements with banks and International Card Organizations which allow the Company's ATMs to accept credit and debit cards issued by such banks and International Card Organizations as well as the renewal of such card acceptance agreements, which generally provide for a two to five year term. The Company's card acceptance agreements with banks generally include renewal clauses, but provide that either party may elect not to renew an agreement upon completion of its term. Banks may elect not to renew contracts for reasons unrelated to the Company and its performance. There can be no assurance that the Company will be able to continue to sign or maintain such agreements on terms and conditions acceptable to the Company or that International Card Organizations will continue to permit Euronet's ATMs to accept their credit and debit cards. The inability to continue to sign or maintain such agreements or to continue to accept the credit and debit cards of local banks and International Card Organizations at its ATMs in the future could have a material adverse effect on the Company's business, growth, financial condition and results of operations. See "Business - - Agreements with Card Issuers and International Card Organizations."

DEPENDENCE ON KEY PERSONNEL

The Company is dependent upon the services of certain of its executive officers for the management of the Company and the implementation of its strategy. Euronet's strategy and its implementation depend in large part on the founders of the Company, in particular Michael Brown and Daniel Henry, and their continued involvement in the Company in the future. The success of the Company also depends in part upon its ability to hire and retain highly skilled and qualified operating, marketing, financial and technical personnel. The competition for qualified personnel in Central Europe is intense and, accordingly, there can be no assurance that the Company will be able to continue to hire or retain the required personnel. Although the Company's officers and certain of its key personnel have entered into service or employment agreements containing non-competition, non-disclosure and non-solicitation covenants and providing for the granting of incentive stock options with long-term vesting requirements, these contracts do not guarantee that these individuals will continue their employment with the Company. The loss of certain key personnel could have a material adverse effect on the Company's business, growth, financial condition and results of operations. See "Management."

DEPENDENCE ON ATM TRANSACTION FEES

Transaction fees from banks and International Card Organizations for transactions processed on the Company's ATMs have historically accounted for substantially all of the Company's revenues. The Company expects that revenues from ATM transaction fees will continue to account for a substantial majority of its revenues for the foreseeable future. Consequently, the Company's future operating results are almost entirely dependent on the increased issuance of credit and debit cards, increased market acceptance of Euronet's services in its target markets, the maintenance of the level of transaction fees received by the Company, installation by the Company of larger numbers of ATMs and continued usage of the Company's ATMs by credit and debit cardholders. A decline in usage of Euronet's ATMs by ATM cardholders or in the levels of fees received by Euronet in connection with such usage would have a material adverse impact on the Company's business, growth financial condition and results of operations.

COMPETITION

There are currently no other independent, non-bank owned ATM networks in Central Europe. Principal competitors of the Company include ATM networks owned by banks and regional networks consisting of consortiums of local banks. Competitive factors in the Company's business include network availability and response time, price, ATM location and access to other networks. There can be no assurance that the Company will be able to compete successfully in the future or that competition will not have a material adverse effect on the Company's business, growth, financial condition and results of operations. In addition, there can be no assurance that Euronet's competitors will not introduce or expand alternate methods of electronic funds transfer in the future which could lead to a decline in the usage of Euronet's ATMs. See "Business - - Competition."

HOLDING COMPANY STRUCTURE RISKS

The Company conducts all of its operations through its subsidiaries. Accordingly, the primary internal source of the Company's cash is dividends and other distributions from its subsidiaries. Each of these subsidiaries was formed under the laws of, and has its operations in, a country other than the United States. In addition, each of the Company's operating subsidiaries receives its revenues in the local currency of the jurisdiction in which it is situated. As a consequence, the Company's ability to obtain dividends or other distributions is subject to, among other things, restrictions on dividends under applicable local laws and foreign currency exchange regulations of the jurisdictions in which its subsidiaries operate. See "-- Inflation; Exchange Rate and Currency Risk." The subsidiaries' ability to make distributions to the Company are also subject to their having sufficient funds from their operations legally available for the payment thereof which are not needed to fund their operations, obligations or other business plans and, in some cases, obtaining the approval of the other partners, stockholders or creditors of these entities. The laws under which the Company's operating subsidiaries are organized provide generally that dividends may be declared by the shareholders out of yearly profits subject to the maintenance of registered capital and required reserves and after the recovery of accumulated losses. If the Company's subsidiaries are unable to make distributions to the Company, the Company's growth may be inhibited after the proceeds of the Offering are exhausted unless the Company is able to obtain additional debt or equity financing. See "-- Political, Economic and Legal Risks." The Company may not be able to obtain debt financing if its subsidiaries cannot make distributions to service the debt financing or obtain upstream guarantees from its subsidiaries with respect to such debt financing. Because the Company is the sole shareholder of each of its subsidiaries, the Company's claims as such will generally rank junior to all other creditors of and claimants against its subsidiaries. In the event of a subsidiary's liquidation, there may not be assets sufficient for the Company to recoup its investment therein.

POLITICAL, ECONOMIC AND LEGAL RISKS

The Company's principal operating subsidiaries currently operate in Hungary and Poland. These and other countries in Central Europe have undergone significant political and economic change in recent years. Changes in political, economic, social and other developments in such countries may in the future have a material adverse effect on the Company's business. In particular, changes in laws or regulations (or in the interpretation of existing laws or regulations), whether caused by change in the government of such countries or otherwise, could materially adversely affect the Company's business, growth, financial condition and results of operations. Currently there are no limitations on the repatriation of profits from Poland or Hungary, but there can be no assurance that foreign exchange control restrictions, taxes or limitations will not be imposed or increased in the future with regard to repatriation of earnings and investments from Poland and Hungary. If such exchange control restrictions, taxes or limitations are imposed, the ability of the Company to receive dividends or other payments from its subsidiaries could be reduced, which may have a material adverse effect on the Company. See "Business -- Government Regulation."

Annual inflation and interest rates in Hungary, Poland and other countries in Central Europe have been much higher than those in Western Europe. Exchange rate policies have not always allowed for the free conversion of currencies at the market rate. Fluctuations of inflation, interest and exchange rates could have an adverse effect on the Company's business and the market value of the Shares.

Corporate, contract, property, insolvency, competition, securities and other laws and regulations in Hungary, Poland and other countries in Central Europe have been, and continue to be, substantially revised during their transition to market economies. Therefore, the interpretation and procedural safeguards of the new legal and regulatory systems are in the process of being developed and defined and existing laws and regulations may be applied inconsistently. Also, in some circumstances, it may not be possible to obtain the legal remedies provided for under those laws and regulations in a reasonably timely manner, if at all. In addition, transmittal of data by electronic means and telecommunications is subject to specific regulation in most Central European countries. Although such regulations have not had a material impact on the Company's business to date, there can be no assurance that any changes in such regulation, including taxation or limitations on transfers of data across national borders, would not have a material adverse effect on the Company's business, growth, financial condition and results of operations.

Poland and Hungary generally are considered by international investors to be emerging markets. There can be no assurance that political, economic, social and other developments in other emerging markets will not have an adverse effect on the market value and liquidity of the Shares.

INFLATION; EXCHANGE RATE AND CURRENCY RISK

Although the transaction fees charged by the Company are denominated in U.S. dollars or inflation adjusted, the Company generally receives payment in local currency, primarily Hungarian forints and Polish zlotys. Since the fall of Communist rule, both Hungary and Poland have experienced high levels of inflation and significant fluctuation in the exchange rate for their currencies. The Polish government has adopted policies that slowed the annual rate of inflation from approximately 600% in 1990 to approximately 22% in 1995. In addition, the exchange rate for the zloty has stabilized and the rate of devaluation of the zloty has decreased since 1991. However, in Hungary in recent years, the forint has continued to depreciate, principally by way of devaluation, against the major currencies of the OECD and has limited convertibility to other currencies. Significant amounts of the Company's expenditures, including for the acquisition of ATMs and executive salaries are made in U.S. dollars or are denominated in U.S. dollars. The Company attempts to match any assets denominated in currencies other than U.S. dollars with liabilities denominated in the same currencies. Nonetheless inflation and currency exchange fluctuations have had, and may continue to have, an effect on the financial condition and results of operations of the Company.

CONCENTRATION OF OWNERSHIP

After completion of the Offering, directors, officers and certain significant shareholders of the Company will own beneficially in the aggregate approximately 61% of the outstanding Shares. Such concentration of ownership may have the effect of delaying or preventing transactions involving an actual or potential change in control of the Company, including transactions in which holders of Shares might receive a premium for their Shares over prevailing market prices. See "Principal and Selling Shareholders" and "Description of Capital Stock."

ANTI-TAKEOVER PROVISIONS

Certain provisions of the Company's Certificate of Incorporation (the "Certificate of Incorporation") and By-Laws (the "By-Laws") and of Delaware law could discourage potential acquisition proposals and could delay or impede a change in control of the Company. These provisions, among other things: (i) classify the Company's Board of Directors into three classes serving staggered three-year terms; (ii) permit the Board of Directors, without further stockholder approval, to issue preferred stock; and (iii) prohibit the Company from engaging in a business combination (as such term is defined in the Delaware law) with interested shareholders, except under certain circumstances. Such provisions could diminish the opportunities for a stockholder to participate in tender offers, including tender offers at a price above the then current market value of the Common Stock. The issuance of preferred stock could also adversely affect the voting power of the holders of Common Stock. The Company has no present plans to issue any preferred stock. See "Description of Capital Stock -- Certain Provisions of the Company's Certificate of Incorporation and By-Laws" and "-- Preferred Stock."

DILUTION TO PROSPECTIVE INVESTORS

Investors subscribing for Shares in the Offering will incur immediate and substantial dilution in net tangible book value per Share of \$10.12 (assuming no exercise of the over-allotment option and an initial public offering price equal to \$13 per Share (the midpoint of the range specified on the cover page of this Prospectus)). See "Dilution."

ABSENCE OF PRIOR PUBLIC TRADING MARKET FOR THE SHARES

Prior to the Offering, there has been no public trading market for the Shares. Application will be made to list the Shares on the Nasdaq National Market in the United States. There can be no assurance that the market price of the Shares will not decline below the initial public offering price, which was determined by negotiation among the Company and representatives of the Underwriters. See "Underwriting" for a description of the factors

considered in determining the initial public offering price of the Shares. The trading prices of the Shares may be subject to wide fluctuations in response to many factors, including actual or anticipated period-to-period fluctuations in the Company's operating results, changes in currency exchange rates and other external factors, including general economic conditions in Poland, Hungary and the Company's other markets or other events or factors. In addition, the international stock markets have from time to time experienced extreme price and volume fluctuations which have particularly affected the market prices for early high-growth phase companies such as the Company. These broad market fluctuations may adversely affect the market prices of the Shares.

POTENTIAL ADVERSE EFFECT OF SHARES ELIGIBLE FOR FUTURE SALE

Sales of substantial numbers of Shares following the Offering, or the perception that such sales could occur, could adversely affect the market price of the Shares. The Company and its directors, officers and certain other shareholders have agreed not to offer for sale, sell or otherwise dispose of (or enter into any transaction which is designed to, or could be expected to, result in the disposition by any person of), directly or indirectly, any Shares, with certain limited exceptions, for a period of 180 days after the date of this Prospectus without the prior written consent of ING Barings on behalf of the Underwriters. Presently, 9,585,569 Shares, and 8,429,560 Shares after giving effect to the Offering (assuming the Underwriters' over-allotment option is not exercised), held by the Company's existing shareholders are "restricted securities" within the meaning of Rule 144 under the Securities Act. Of such Shares, after giving effect to the Offering (assuming the Underwriters' over-allotment option is not exercised), 434,217 Shares will be eligible for resale under Rule 144 immediately following the expiration of the 180-day lock-up period described above, 6,863,709 Shares, 466,669 Shares and 664,965 Shares will not be eligible for resale under Rule 144 until March 27, 1998, October 14, 1998 and February [20], 1999, respectively. Such Shares may be resold only in compliance with the registration requirements of the Securities Act or pursuant to an exemption therefrom. In addition, Michael Brown and the other existing shareholders of the Company were granted rights entitling them, under specified circumstances, to cause the Company to register for sale all or part of their shares of Common Stock and to include such shares in any registered public offerings of shares of Common Stock by the Company. See "Description of Share Capital -- Registration Rights", "Shares Eligible for Future Sale" and "Underwriting." In addition, of the 2,857,911 options to purchase Shares outstanding, 2,018,494 are currently exercisable. Any Shares issued on the exercise of these options would be available for sale subject to Rule 701 or another exemption from the registration requirements of the Securities Act (including Regulation S under the Securities Act) following the expiration of the 180-day lock-up period described above. Furthermore, the Company intends to register under the Securities Act, as soon as practicable following the Offering, approximately 3,094,511 shares of Common Stock reserved for issuance to its employees and directors under its employee benefits plans. See "Management."

USE OF PROCEEDS

Assuming an offering price of \$13 per Share (the midpoint of the range on the cover page of this Prospectus) and no exercise of the over-allotment option granted to the Underwriters, the net proceeds to the Company from the sale of the Shares being offered by the Company hereby, after deducting underwriting discounts and commissions and estimated offering expenses, are estimated to be approximately \$36.9 million. The Company will not receive any proceeds from the sale of the Shares by the Selling Shareholders.

The Company intends to use approximately 80% to 90% of the proceeds to cover expenditures relating to the expansion and operation of its ATM network and the provision of ATM management services in Hungary and Poland, as well as in Germany and other central European countries. The primary costs incurred to build and operate the Company's ATM network include installation of ATMs, customs, duties, lease payments of ATMs, computer and network equipment, telecommunications, salaries, ATM maintenance and service fees, insurance, and other related items. Approximately 10% to 20% of the proceeds will be reserved for possible acquisition and joint venture opportunities consistent with the Company's strategy of expanding its ATM network and other businesses. The Company regularly explores acquisition and joint venture opportunities, although it currently has no agreements or understandings to enter into any such transactions. Pending utilization of the net proceeds from the Offering, the Company intends to invest such proceeds in short-term investment grade interest-bearing securities.

DILUTION

The Company's consolidated net tangible book value as of September 30, 1996 was \$2.5 million. "Consolidated net tangible book value" is the consolidated book value of tangible assets less total liabilities. Investors subscribing for Shares in the Offering will incur immediate and substantial dilution in net tangible book value per Share of \$10.12 (assuming an initial public offering price of \$13 per Share, the midpoint of the range specified on the cover page of this Prospectus).

The following table illustrates the effect of the Offering on consolidated net tangible book value:

	PER SHARE

Initial public offering price.....	\$13.00
Pro forma consolidated net tangible book value before the Offering(1)...	\$ 0.68
Increase in consolidated net tangible book value attributable to new investors.....	\$ 3.20
Pro forma consolidated net tangible book value after the Offering.....	\$ 3.88

Dilution to new investors purchasing Shares(2).....	\$ 9.12
	=====

- - - - -

- (1) Pro forma consolidated net tangible book value before the Offering per Share is determined by dividing the Company's consolidated net tangible book value at September 30, 1996 by the number of Shares then outstanding.
- (2) Dilution, for this purpose, represents the difference between the initial public offering price per Share in the Offering and the pro forma consolidated net tangible book value per Share at September 30, 1996 after giving effect to the Offering.

The following table sets forth on a pro forma basis as of September 30, 1996 the number of Shares issued by the Company, the total cash consideration paid to the Company, and the average price per Share paid by existing shareholders and by new investors purchasing the Shares offered by the Company hereby at an assumed initial public offering price of \$13 per Share, the midpoint of the range specified on the cover page of this Prospectus:

	SHARES PURCHASED		TOTAL CONSIDERATION		AVERAGE PRICE PER SHARE
	NUMBER	PERCENT	AMOUNT	PERCENT	
	-----	-----	-----	-----	-----
Existing shareholders(1)(2).....	10,641,532	77.5%	\$11,685,802	22.5%	\$ 1.10
New investors(1).....	3,088,028	22.5%	\$40,144,364	77.5%	\$ 13.00
	-----	-----	-----	-----	-----
Total(2).....	13,729,560	100.0%	\$51,830,166	100.0%	
	=====	=====	=====	=====	

- - - - -

- (1) Sales by Selling Shareholders of 2,211,972 Shares will reduce the number of Shares held by existing shareholders to 8,429,560, or 61%, and will increase the number of Shares held by new investors to 5,300,000 or 39%, of the total number of Shares outstanding after the Offering. See "Principal and Selling Shareholders." Includes 255,444 Shares to be issued upon the exercise of options in connection with the Offering and 800,520 Shares to be awarded in connection with the Offering. See "Management -- Stock Option Plans" and "Certain Transactions."
- (2) Excludes 2,857,911 Shares reserved for issuance upon the exercise of options to be outstanding upon completion of the Offering (of which options 2,018,494 will then be exercisable) at a weighted average exercise price of \$1.77 per Share. See "Management -- Stock Option Plans."

DIVIDEND POLICY

The Company currently intends to retain all future earnings to fund the development and growth of its business. Consequently, the Company does not anticipate paying dividends on the Shares in the foreseeable future. See "Description of Capital Stock -- Common Stock" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

CAPITALIZATION

The table below sets forth the cash and cash equivalents, short-term debt (including the current portion of long-term debt) and the capitalization of the Company on a consolidated basis at September 30, 1996 (i) on a historical basis for the Company's predecessor Euronet Holding N.V., (ii) on a pro forma basis giving effect to the Reorganization as if it had occurred on such date and (iii) as adjusted to reflect the completion of the Offering (assuming no exercise of the over-allotment option granted to the Underwriters and an offering price of \$13 per share (the midpoint of the range on the cover page of this Prospectus)) and the receipt of the estimated net proceeds therefrom. See "Use of Proceeds" and "Description of Capital Stock."

	AT SEPTEMBER 30, 1996		
	HISTORICAL	PRO FORMA	PRO FORMA AS ADJUSTED
	(IN THOUSANDS)		
Cash and cash equivalents.....	\$ 776	\$ 4,776	\$41,734
Short-term borrowings (including current portion of long-term debt)(1).....	1,038	1,038	570
Capital lease obligations, excluding current portion(2)...	2,363	2,363	2,363
Other long-term liabilities.....	60	60	60
Total long-term liabilities.....	2,423	2,423	2,423
Shareholders' equity			
Common stock(3), \$0.01 par value; 30,000,000 shares authorized; 9,585,569 shares issued and outstanding pro forma and 13,729,560 shares issued and outstanding as pro forma adjusted.....	130	96	137
Additional paid in capital.....	6,612	5,699	43,084
Subscription receivable.....	(3,000)	--	--
Accumulated losses(4).....	(1,942)	--	--
Restricted reserve(5).....	742	742	742
Total shareholders' equity.....	2,542	6,537	43,963
Total capitalization.....	4,965	8,960	43,386

(1) See Notes 7, 8 and 13 to the Company's Consolidated Financial Statements included elsewhere in this Prospectus.

(2) See Note 8 to the Company's Consolidated Financial Statements included elsewhere in this Prospectus.

(3) At September 30, 1996, the historical capital stock of Euronet Holding N.V. consisted of Common Shares, \$0.01 par value; 5,600,000 shares authorized; 499,100 shares issued and outstanding; Series A Convertible Preferred Shares, \$0.01 par value; 5,600,000 shares authorized; 4,419,800 shares issued and outstanding; and Series B Convertible Preferred Shares, \$0.01 par value; 6,300,000 shares authorized; 4,200,000 shares issued and outstanding.

(4) Accumulated losses of Euronet Holding N.V. have been reclassified as additional paid in capital in connection with the Reorganization.

(5) See Note 4 to the Company's Consolidated Financial Statements included elsewhere in this Prospectus.

SELECTED CONSOLIDATED FINANCIAL DATA

The selected consolidated financial data set forth below with respect to the Company's statement of operations data for the period from June 22, 1994 (inception) to December 31, 1994, the year ended December 31, 1995 and for the nine months ended September 30, 1996 and with respect to the balance sheet data as of December 31, 1994 and 1995 and September 30, 1996 have been derived from, and are qualified by reference to, the audited Consolidated Financial Statements of the Company and the notes thereto included elsewhere in this Prospectus, prepared in accordance with U.S. GAAP, which have been audited by KPMG Polska Sp. z o.o., independent public accountants. The results of operations for the nine months ended September 30, 1996 are not necessarily indicative of the results for any future period or for the full year ending December 31, 1996. The selected consolidated financial data with respect to the Company's statement of operations for the nine months ended September 30, 1995 have been derived from the Company's unaudited consolidated financial statements, prepared in accordance with U.S. GAAP, which in the opinion of the Company, include all adjustments, consisting solely of normal recurring adjustments, necessary to present fairly the information contained therein. The Company believes that the period-to-period comparisons of its financial results are not necessarily meaningful and should not be relied upon as an indication of future performance. The following information should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" appearing elsewhere in this Prospectus.

	NINE MONTHS ENDED SEPTEMBER 30,		YEAR ENDED	PERIOD FROM JUNE 22, 1994 (INCEPTION) TO DECEMBER 31, 1994
	1996	1995	1995	
	(UNAUDITED)			
	(IN THOUSANDS EXCEPT PER SHARE DATA)			
CONSOLIDATED STATEMENTS OF OPERATIONS DATA:				
Revenues:				
Transaction fees.....	\$ 577	\$ 9	\$ 62	\$ --
Other.....	61	--	--	--
	-----	-----	-----	-----
Total revenues.....	638	9	62	--
Expenses:				
ATM operating costs.....	941	227	510	41
Professional fees.....	828	262	394	64
Salaries.....	716	241	452	49
Foreign exchange loss.....	88	168	158	2
Other.....	775	539	656	84
	-----	-----	-----	-----
Total expenses.....	3,348	1,437	2,170	240
Operating Loss.....	(2,710)	(1,428)	(2,108)	(240)
Other income/expenses:				
Interest income.....	177	107	126	12
Interest expense.....	(241)	(80)	(107)	--
	-----	-----	-----	-----
Loss before income taxes.....	(2,774)	(1,401)	(2,089)	(228)
Deferred tax benefit(1).....	219	101	148	--
	-----	-----	-----	-----
Net loss.....	(2,555)	(1,300)	(1,941)	(228)
Pro forma loss per share.....	(0.19)			
Pro forma number of shares outstanding(2).....	13,109,320			

	AS OF SEPTEMBER 30, 1996	AS OF DECEMBER 31, 1995	AS OF DECEMBER 31, 1994
	-----	-----	-----
	(IN THOUSANDS)		

CONSOLIDATED BALANCE SHEET DATA:

Cash and cash equivalents.....	\$ 776	\$ 411	\$ 2,036
Working capital.....	(370)	526	2,071
Total assets.....	7,432	4,519	2,527
Capital lease obligations, less current portion.....	2,363	1,119	--
Total shareholders' equity.....	2,542	2,097	2,422

- - - - -

- (1) See Note 9 to the Company's Consolidated Financial Statements included elsewhere in this Prospectus.
- (2) See Note 2(k) to the Company's Consolidated Financial Statements included elsewhere in this Prospectus for an explanation of the pro forma number of shares outstanding used in determining pro forma net loss per share.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS

GENERAL

OVERVIEW

The Company was formed and established its first office in Budapest in June 1994. In May 1995, the Company opened its second office, in Warsaw. To date, Euronet has devoted substantially all of its resources to establishing its ATM network in Hungary and Poland through the acquisition and installation of ATMs and computers and software for its transaction processing center pursuant to capital leases and through the marketing of its services to local banks as well as International Card Organizations. Euronet installed its first ATM in Hungary in June 1995, and at the end of 1995, the Company had 53 ATMs installed. An additional 46 ATMs were installed during the first nine months of 1996 in Hungary and Poland and today the Company's ATM network consists of 165 ATMs. With the expansion of operations, the Company has increased the number of its employees in Hungary from nine as of December 31, 1994 to 27 as of December 31, 1995 and 36 as of September 30, 1996. In Poland, the Company increased the number of its employees from three as of September 30, 1995 to four as of December 31, 1995 and 18 as of September 30, 1996. The Company's expansion of its network infrastructure and administrative and marketing capabilities has resulted in increased expenditures. Further planned expansion will continue to result in substantial increases in general operating expenses as well as expenses related to the acquisition and installation of ATMs.

The Company has derived substantially all of its revenues from ATM transaction fees since inception. Euronet receives a fee from the card issuing banks or International Card Organizations for ATM transactions processed on its ATMs. As the Company continues to focus on expanding its network and installing additional ATMs, the Company expects that transaction fees will continue to account for a substantial majority of its revenues for the foreseeable future. The Company recently began to sell advertising on its network by putting clients' advertisements on its ATMs. Although revenues from advertising have been insignificant to date, Euronet believes that advertising revenues will increase as it expands its network and continues to market this service. The Company also intends to begin generating revenues in May 1997 from ATM network management services that it offers to banks that own proprietary ATM networks. It is expected that revenues per transaction generated by the Company's ATM management services contracts generally will be lower than those generated by Acceptance Agreements. Due to lower costs resulting from not having to bear the expense of purchasing, installing and depreciating ATMs, the Company believes that it nonetheless should obtain margins on providing such services similar to those obtained in operating its own ATM network where the Company bears the costs associated with acquiring and installing the ATMs. See "Business -- Other Services."

The Company was in its "start-up" phase, without significant operations or significant revenues, in all periods under discussion. In addition, the period from June 22, 1994 (inception) to December 31, 1994 does not represent a full year of operations. As a result, a comparison of the Company's results of operations between such periods is not necessarily meaningful.

RESULTS OF OPERATIONS

NINE MONTHS ENDED SEPTEMBER 30, 1996 COMPARED TO NINE MONTHS ENDED
SEPTEMBER 30, 1995 AND YEAR ENDED DECEMBER 31, 1995 COMPARED TO THE PERIOD
FROM JUNE 22, 1994 (INCEPTION) TO DECEMBER 31, 1994

Revenues. Total revenues increased to \$638,000 for the nine months ended September 30, 1996 from \$9,000 for the nine months ended September 30, 1995. This increase was due primarily to the significant increase in transaction fees resulting from the increase in transaction volume attributable to additional network connections to credit and debit card issuers and an increase in the number of ATMs operated by the Company during the nine months ended September 30, 1996. Transaction fee revenue represented approximately 90% of total revenues for the nine months ended September 30, 1996 and increased to \$577,000 from \$9,000 for the same period in 1995.

Transaction fees charged by the Company vary for the three types of transactions that can currently be processed on the Company's ATMs: cash withdrawals, balance inquiries and transactions not completed because

authorization is not given by the relevant Card Issuer. Approximately 87% of transaction fees in the nine months ended September 30, 1996 were attributable to cash withdrawals, and 13% were attributable to balance inquiries and transactions not completed because authorization is not given by the relevant Card Issuer. Transaction fees for cash withdrawals are generally in excess of \$1.00 per transaction while transaction fees for the other two types of transactions are generally substantially less.

Other revenues of \$61,000 for the first nine months of 1996 consisted primarily of advertising revenue.

The Company generated revenues of \$62,000 during the year ended December 31, 1995 and the Company generated no revenues during the period from June 22, 1994 (inception) through December 31, 1994. The Company had no ATMs installed until June 1995 and it had 53 ATMs installed at the end of 1995. Revenues in the year ended December 31, 1995 consisted entirely of transaction fees.

Operating expenses. Total expenses increased by \$1.9 million to \$3.3 million for the nine months ended September 30, 1996 from \$1.4 million for the nine months ended September 30, 1995. This increase was due primarily to costs associated with the installation of significant numbers of ATMs during the period and expansion of the Company's operations during the period.

Total expenses increased by \$1.9 million to \$2.2 million for the year ended December 31, 1995 from \$240,000 for the period from June 22, 1994 (inception) through December 31, 1994. This increase was due primarily to costs associated with the installation of significant numbers of ATMs during the period and significant expansion of the Company's operations during the period, including the installation of additional ATMs.

ATM operating costs, which consist primarily of ATM site rentals, depreciation of ATMs and costs associated with installing and maintaining ATMs and providing telecommunications and cash delivery services to ATMs increased \$714,000 to \$941,000 for the nine months ended September 30, 1996 from \$227,000 for the nine months ended September 30, 1995. The percentage of ATM operating costs to total expenses for the nine months ended September 30, 1996 grew to 28% as compared to 16% for the same period in 1995. The increase in ATM operating costs was primarily attributable to costs associated with operating the increased number of ATMs in the network during the period. The number of ATMs installed increased from 16 to 99 from September 30, 1995 to September 30, 1996.

ATM operating costs increased \$469,000 to \$510,000 for the year ended December 31, 1995 from \$41,000 for the period from June 22, 1994 (inception) through December 31, 1994. The increase in ATM operating costs was primarily attributable to the installation of 53 ATMs during 1995.

Professional fees increased \$566,000 to \$828,000 for nine months ended September 30, 1996 from \$262,000 for the nine months ended September 30, 1995. This increase was due primarily to legal fees incurred during the nine months ended September 30, 1996 attributable to the interim reorganization of the Company into a Netherlands Antilles Company and the expansion of the Company's operations into Poland. In connection with the Offering, the Company was reorganized as a Delaware corporation.

Professional fees for the year ended December 31, 1995 increased to \$394,000 from \$64,000 for the period from June 22, 1994 (inception) through December 31, 1994. The increase in 1995 was due primarily to legal fees attributable to the execution of an agreement with the Company's investors providing for additional investments by investors in the Company, the acquisition of SatComNet Kft., a shell entity with minimal operations, and additional card acceptance agreements.

Salaries increased \$475,000 to \$716,000 in the nine months ended September 30, 1996 from \$241,000 in the nine months ended September 30, 1995. The increase reflected the increase in the number of employees in the Company, especially in Poland where the number of employees increased from three to 18 from September 30, 1995 to September 30, 1996. In Hungary, the Company increased the number of employees to 36 at September 30, 1996 compared to 25 employees at September 30, 1995.

Salaries increased to \$452,000 in the year ended December 31, 1995 from \$49,000 in the period from June 22, 1994 (inception) through December 31, 1994. The increase reflected the significant increase in the number of employees in the Company during 1995.

The Company had foreign exchange losses of \$88,000, \$168,000, \$158,000, and \$2,000 during the nine months ended September 30, 1996 and 1995, the year ended December 31, 1995, and for the period from June 22, 1994 (inception) through December 31, 1994, respectively. Exchange gains and losses resulting from remeasurement of assets and liabilities are recognized in income when they occur. See Note 2(c) of the Consolidated Financial Statements. A substantial portion of assets and liabilities of the Company are denominated in U.S. dollars, including, for instance, shareholders' equity and capital lease obligations. Additionally, it is the Company's policy to attempt to match local currency receivables and payables. Hence, the amount of unmatched assets and liabilities giving rise to foreign exchange gains and losses is relatively limited, consisting mostly of cash and cash equivalents.

Other expenses, which includes general and administrative expenses other than salaries, such as office rent, utilities, travel expenses and lease restructuring costs, increased \$236,000 to \$775,000 in the nine months ended September 30, 1996 from \$539,000 for the same period in 1995. This increase was due primarily to the growth of operations in both Hungary and Poland.

Other expenses increased to \$656,000 in the year ended December 31, 1995 from \$84,000 for the period from June 22, 1994 (inception) through December 31, 1994. This increase was due primarily to expansion of the Company's operations during 1995.

Other expenses for the year ended December 31, 1995 and for the nine months ended September 30, 1996 include \$76,000 and \$133,000, respectively, of expenses which the Company has recorded as charges for penalties relating to the late payments of customs duties and Hungarian value added taxes in connection with the restructuring of its ATM leases in Hungary. Prior to this restructuring, such leases were structured as operating leases for Hungarian accounting purposes (although treated as capital leases for U.S. GAAP purposes), and its ATMs have therefore been imported under a temporary import scheme. The ATMs are subject to a "re-export" requirement and this has the effect of postponing payment of customs duties. The Company has decided to restructure such lease arrangements as capital leases for Hungarian accounting purposes, and the Company recorded the related penalties as other expenses. Customs duties have been capitalized as part of the cost of the ATMs under capital lease and depreciated over the useful lives of the ATMs.

Other income/expense. Interest income increased \$70,000 to \$177,000 for the nine months ended September 30, 1996 from \$107,000 for the nine months ended September 30, 1995. The increase was due to larger amounts held in interest bearing accounts during the nine months ended September 30, 1996, including restricted cash held as security for certain of the Company's vendors, banks supplying cash to Euronet's ATMs and certain other parties. See "-- Liquidity and Capital Resources".

Interest expense relating principally to capital leases of ATMs and Euronet's computer systems increased \$161,000 to \$241,000 in the nine months ended September 30, 1996 from \$80,000 in the nine months ended September 30, 1995. This increase was due primarily to the increase of capital lease obligations outstanding during the period.

Interest income for the year ended December 31, 1995 increased \$114,000 to \$126,000 from \$12,000 for the period from June 22, 1994 (inception) through December 31, 1994. This increase reflected larger amounts held in interest bearing accounts during the period.

Interest expense increased to \$107,000 in the year ended December 31, 1995 from none in the period from June 22, 1994 (inception) through December 31, 1994. This increase was due primarily to the installation of the Company's first ATMs during 1995 and the associated capital lease interest costs.

Net loss. The Company's net loss increased \$1.3 million to \$2.6 million during the nine months ended September 30, 1996 from \$1.3 million for the nine months ended September 30, 1995 as a result of the factors discussed.

The Company's net loss increased to \$1.9 million during the year ended December 31, 1995 from \$228,000 for the period from June 22, 1994 (inception) through December 31, 1994 as a result of the factors discussed.

LIQUIDITY AND CAPITAL RESOURCES

Since its inception, the Company has sustained negative cash flows from operations and has financed its operations and capital expenditures primarily through private placements of equity securities and through equipment lease financing. The net proceeds of such transactions, together with revenues from operations and interest income have been used to fund aggregate net losses of approximately \$4.7 million and investments in property, plant and equipment. The Company had cash and cash equivalents of \$776,000 and working capital of \$(370,000) at September 30, 1996. The Company also had \$783,000 of restricted cash held as security with respect to cash provided by banks participating in Euronet's ATM network, to cover guarantees to a customer, as deposits with customs officials and as deposits relating to ATM equipment leases.

The Company leases the majority of its ATMs under two principal capital lease arrangements that expire in July 1999 and January 2001, respectively. The leases bear interest at 15% and 11%, respectively. As of September 30, 1996 the Company owed approximately \$2.9 million under such capital lease arrangements. The amount owed by the Company under such lease agreements is expected to increase significantly as the Company continues to lease increased numbers of ATMs in pursuit of its business strategy.

The Company expects that its capital requirements will increase in the future as it pursues its strategy of expanding its network and increasing the number of ATMs installed. The Company anticipates that its capital expenditures for the 12 months ending December 31, 1997 will total approximately \$9 million, primarily in connection with the acquisition of ATMs pursuant to capital leases, including initial down payments and scheduled capital lease payments, and related installation costs. Aggregate capital expenditures for 1997 and 1998 for such purposes are expected to reach approximately \$30 million. These requirements contemplate both planned expansion in Hungary and Poland and expected expansion in Germany and certain other Central European markets. Acquisitions of related businesses in Central Europe in furtherance of the Company's strategy would require additional capital expenditures.

The Company anticipates that the estimated net proceeds of the Offering and the interest earned thereon, together with its existing capital resources and anticipated cash flow from planned operations, will be adequate to satisfy its capital requirements, capital lease payment obligations and other requirements, including possible acquisitions, until the Company begins to generate sufficient cash flows to fund its operations. There can be no assurance, however, that the Company will achieve or sustain profitability or generate significant revenues in the future. It is possible that the Company may seek additional equity or debt financing in the future.

INFLATION

Since the fall of Communist rule, both Hungary and Poland have experienced high levels of inflation and significant fluctuation in the exchange rate for their currencies. In particular, the Hungarian forint has continued to depreciate, principally by way of devaluation, against the major currencies of the OECD in recent years and has limited ability to convert to other currencies. Although revenues generally are received by the Company in local currency, primarily Hungarian forints and Polish zlotys, the Company's Acceptance Agreements and agreements relating to the provision of ATM management services generally provide for fees denominated in U.S. dollars or that are inflation adjusted. A significant portion of the Company's expenditures, including costs associated with the acquisition of ATMs and executive salaries, are made in or are denominated in U.S. dollars. A substantial portion of the assets and liabilities of the Company are also denominated in U.S. dollars, including shareholders' equity and capital lease obligations. The Company attempts to match local currency receivables and payables. Hence, the amount of unmatched assets and liabilities giving rise to foreign exchange gains and losses is relatively limited, consisting mostly of cash and cash equivalents. Nonetheless, to the extent that inflation exceeds the devaluation of local currencies, the financial condition and results of operations of the Company may be affected by inflation in the countries where its operations are located.

BUSINESS

OVERVIEW

Euronet operates the only independent, non-bank owned automatic teller machine ("ATM") network in Central Europe, as a service provider to banks and other financial institutions. The Company was established in 1994 currently operates a network of 165 state of the art ATMs, 130 of which are located in Hungary and 35 of which are located in Poland. Through agreements and relationships with local banks and international card issuers and ATM networks such as American Express, VISA, Plus, Mastercard, Europay and Cirrus (together "International Card Organizations") Euronet's ATMs are able to process ATM transactions for holders of credit and debit cards issued by or bearing the logo of such banks and International Card Organizations. The Company receives a fee from the card issuing banks or International Card Organizations for all ATM transactions processed on its ATMs. The Company also offers outsourced ATM management services to local banks that own proprietary ATM networks for which the Company also receives fees on a per transaction basis as well as on a monthly basis.

The Company believes that the services it provides permit it to capitalize on the trends developing in the Central European banking market. Bank account usage and credit and debit card issuance are increasing in Central Europe as the demand for banking services continues to grow in the region. Connecting to the Company's ATM network enables banks to offer their customers the convenience of cash withdrawal and balance inquiry services in numerous off-site locations without incurring additional branch operational costs. In addition, the Company believes that the services it offers are attractive to domestic banks in the increasingly competitive banking market in Central Europe because such banks can generally connect to Euronet's network with less labor and expense than building their own networks. In addition, banks can outsource the management of their proprietary ATM networks to the Company. These services allow banks to provide ATM access to their customers, expanding the range of banking services they offer. "Western" banks entering the Central European market are already accustomed to the concept of shared ATM networks and have also begun to connect to Euronet's ATM network.

Euronet's ATM machines currently accept over 90% of the domestic credit and debit cards issued in Hungary and 25% of the credit and debit cards issued in Poland. In addition, all major international credit and debit cards, including those bearing the VISA, Plus, Europay, Mastercard and Cirrus logos and American Express cards, may be used at Euronet's ATMs located in Hungary and all VISA, Plus and American Express cards may be used at Euronet's ATMs located in Poland.

HISTORY

The predecessor of Euronet was founded in 1994 by Michael Brown and Daniel Henry in Budapest. Mr. Brown previously founded Innovative Software and, subsequent to its merger with Informix Software Inc. (Informix), served as President of Informix. Mr. Brown currently serves as President and Chief Executive Officer of the Company. In February 1995, the Company became the first independent ATM network in Europe to be approved by VISA International to process ATM transactions for VISA/Plus credit and debit cards. In May 1995, the Company established its second office, in Warsaw. To date the Company has invested approximately \$6.5 million in operational and capital expenditures to establish its independent ATM network. Euronet's first ATM was installed in Hungary in June 1995 and its ATM network today consists of 165 ATMs. The Company currently employs 55 employees in Hungary, Poland and Germany. Euronet's annual revenues have grown from none for the period from June 22, 1994 (inception) to December 31, 1994 to \$62,000 in 1995 and \$638,000 in the first nine months of 1996.

In March 1996, the predecessor of the Company was reorganized as a holding company, Euronet Holding N.V., in the Netherlands Antilles. Euronet Services Inc. was incorporated in Delaware in December 1996 and, conditional upon the execution of the underwriting agreement to be executed in connection with the Offering, (i) 9,585,569 shares of its Common Stock will be issued to the shareholders of Euronet Holding N.V. in exchange for all of the Common Shares of Euronet Holding N.V., (ii) options to acquire 3,113,355 shares of its Common Stock will be granted to the holders of options to acquire 3,113,355 Common Shares of Euronet Holding N.V. in exchange for all of such options and (iii) awards with respect to 800,520 shares of its Common Stock will be issued to the holders of awards with respect to 800,520 preferred

shares of Euronet Holding N.V. in exchange for all such awards. Euronet Holding N.V. will be dissolved following the Reorganization.

STRATEGY

The Company's strategy, for the short term, is to become the leading low-cost ATM service provider in Central Europe meeting western standards of reliability and customer service and, for the medium term, to become a leading provider of a broader range of electronic fund transfer services in the region. The key elements of Euronet's strategy are as follows:

Expanding its ATM Network in Hungary, Poland and other Central European Markets. Euronet plans to increase substantially the number of ATMs it operates and services in Hungary, Poland and other countries in Central Europe, including Germany, over the next five years. Toward this goal, Euronet currently has agreements with IBM World Trade Corporation ("IBM") (the supplier of Diebold ATMs in Europe) and NCR Corporation ("NCR") under which IBM and NCR will provide up to 800 ATMs for installation by Euronet in the region over the next two years. In addition, the Company has entered into agreements providing for 50 additional sites for Euronet ATMs in Poland and Hungary and the Company has identified or is currently in negotiations for approximately 100 new ATM sites in Poland, 40 new ATM sites in Hungary and 60 new ATM sites in Germany.

The Company's current goal is to have in operation, or to provide ATM network management services with respect to, between 2,500 to 3,000 ATMs in Central Europe by the end of the year 2000. Thereafter, the Company currently intends to continue to increase the number of ATMs in its network and to increase the number of ATMs with respect to which it provides ATM network management services for the foreseeable future. The Company's ability to achieve these goals will depend on various factors including the increased demand for ATM services in the Company's current target markets, the ability to locate appropriate sites and obtain necessary approvals for the installation of ATMs, the ability to install ATMs in an efficient and timely manner, the expansion of the Company's business into new countries as currently planned, entering into additional Acceptance Agreements with banks, the ability to obtain sufficient numbers of ATMs on a timely basis and the availability of financing for such expansion.

Forming Strategic Relationships with Banks and International Card Organizations. It is the Company's goal to be able to accept all credit and debit cards issued in its markets at its ATMs. The Company has entered into agreements with most of the banks in Hungary that issue credit and debit cards and Euronet's ATMs are able to accept over 90% of all credit and debit cards issued by Hungarian banks. The Company is attempting to follow this pattern in Poland. Since the establishment of operations in Poland in May 1995, Euronet has entered into agreements to accept credit and debit cards issued by Wielkopolski Bank Kredytowy S.A., Bank Depozytowo-Kredytowy w Lublinie S.A. and Bank Wspolpracy Regionalnej S.A. Krakow which, together with all domestically issued VISA cards, allows the Company's ATMs to accept approximately 25% of all credit and debit cards issued by Polish banks. The Company is actively pursuing contracts to accept credit and debit cards from all other major banks in Poland, and will do the same in each market it decides to enter.

The Company's ATMs are able to accept American Express cards and all credit and debit cards bearing the VISA/Plus logos in Hungary and Poland and all credit and debit cards bearing the Europay/Mastercard/Cirrus logos in Hungary. The Company believes that, in addition to providing transaction revenues, acceptance by such large international ATM card issuers and ATM transaction authorization centers gives the Company credibility with local banks as it enters new markets. Therefore, the Company will continue to pursue relationships with such entities in each market it enters.

Expanding the Range of Services Offered. The Company plans to take advantage of the various distribution possibilities of ATMs and credit and debit cards beyond basic cash withdrawal and balance inquiry functions by providing innovative services through ATMs and other methods of electronic funds transfer as new technology develops and the demand for such services grows in its markets. The Company is in the unique position of having connections to the transaction authorization centers of banks that have issued over 90% of credit and debt cards in Hungary. In the future, these connections could allow the Company to act as a central "switch" or connection whereby point of sale authorization can be given for purchases made with credit and debit cards at retail

locations. As the Company develops its business in Poland and connects more Polish banks to its network, this capability may also develop in Poland.

Euronet also plans to introduce payment processing capabilities on its ATMs which will allow ATM card holders to pay bills at ATMs. The Company is currently working to develop an ATM bill paying system that will be made available to utilities and other service providers for bills that have traditionally required payment in person at a post office or other central location. Depending on demand, the Company may also introduce other ATM services currently available in other markets, including the ability to check stock or mutual fund account balances and purchase items such as stamps, theatre tickets and travellers checks at its ATM machines.

The Company's ATMs are modular and upgradeable so they can be adapted for use with new technologies including computer chip "smart cards" and "electronic purses". Such devices are electronic debit cards that can be used to withdraw cash from ATMs and can be "charged up" with electronic funds at an ATM through a connection with the cardholder's bank via Euronet's network and used to purchase goods from retail locations.

In addition, the Company plans to continue to sell advertising on its ATMs allowing clients to put advertisements on the ATM's videoscreens, on receipts issued by the ATMs and on coupons dispensed with cash from the ATMs.

Expanding ATM Network Management Services. The Company also offers full-service ATM network management services to banks that own proprietary ATM networks. Because of the economies of scale involved, the Company can purchase ATMs, computer equipment, maintenance, telecommunications services, and can contract with third parties for cash delivery services, less expensively than most banks in Central Europe. By acquiring these services and this equipment less expensively, and by running a focused operation, the Company can provide out-sourced ATM services in most cases less expensively than banks can perform the same functions internally. In December 1996, the Company signed an agreement with Budapest Bank to manage its network of over 120 ATMs in Hungary.

THE CENTRAL EUROPEAN FINANCIAL SERVICES MARKET

The economies of the Central European countries, including Hungary and Poland, are essentially cash based because efficient electronic funds transfer, ATM services and check cashing and clearing facilities have not yet developed. Most employees in these countries have historically been paid in cash and most purchases and bills have been paid for in cash. As a result, bank account usage has been relatively low in Central Europe compared to Western Europe and the United States, and the banking industry in Central Europe is less developed than in Western Europe and the United States. The Central European banking industry has generally been characterized by low levels of customer service, limited opening hours and long waits to complete simple transactions. Electronic banking, including electronic funds transfer, ATM and point of sale services have recently been introduced in the region, but are still in the early stages of development.

In recent years bank account usage in Central Europe has grown substantially as a result of several factors. Legislation recently passed in Hungary requires that all civil servants receive their salary via direct deposit to bank accounts or in cash by mail in order to reduce administrative costs associated with a cash-based payroll system. Many private companies in Hungary and Poland have also begun issuing their payroll by direct deposit to bank accounts. As a result, many people who ordinarily would not have bank accounts have been forced to open accounts to access their salary. Given the nature of the banking system in these countries, ATMs are the most convenient method for such employees to access their salary. The Company expects that continued utilization of the bank transfer method of administering payroll will lead to increased bank account usage and increased demand for ATM services in Central Europe.

In addition, the retail banking industry in Central Europe has become increasingly competitive in recent years partly because foreign banks have been permitted to establish branches or invest in local banks in the region. Many banks in Central Europe have begun to implement strategies for serving and attracting a larger portion of the retail market in this competitive environment. Electronic banking is one of the obvious extensions of customer service options available to increase customer service and enhance customer loyalty. The Company

believes that as banks in Central Europe increase customer and electronic banking services, bank account usage and credit and debit card issuance and usage will increase.

In Hungary, the Company estimates that as of December 31, 1996 approximately 22% of the population had bank accounts which represents an increase from an estimated 8% of the population at the same time in 1995. The first ATM card was issued in Hungary in 1989 and as of December 31, 1996, the Company estimates that there were approximately 1.1 million debit and credit cards issued in Hungary, which reflects an increase of more than 50% over the estimated number of credit and debit cards issued as of the same time in 1995. The Company believes that there were approximately 1,080 ATM machines installed in Hungary as of December 31, 1996, 130 of which were owned by the Company. The Company estimates that, based on industry sources, the average number of ATM transactions per machine on a nationwide basis per month in Hungary in 1996 was approximately 1,200.

The Polish banking industry is in the very beginning stages of advanced retail customer service, credit and debit card issuance and electronic banking services. According to industry sources, it is estimated that approximately 15% of the population have bank accounts. The Company believes that the market for retail banking services in Poland is developing rapidly. The Company estimates that there are currently more than 800,000 international and domestic credit and debit cards and approximately 450 ATMs in Poland compared to less than 200,000 total credit and debit cards issued and less than 250 ATMs operating one year ago.

An important factor affecting the increase in bank account usage and credit and debit card issuance in Central Europe is the growth in the issuance of VISA and Europay credit and debit cards tied to local bank accounts. The banks in Hungary and Poland originally issued VISA and Europay cards only to their best customers at relatively unfavorable terms which often included a high deposit of hard currency earning little or no interest, high percentage charges per transaction and high annual fees. Competitive pressure has led to more favorable terms and the issuance of VISA, Europay and proprietary cards to maintain and attract customers. As of December 1996, there were approximately 125,000 VISA cards issued in Poland, compared with less than 10,000 VISA cards in 1992. As of March 31, 1996, there were approximately 110,000 VISA cards issued in Hungary, representing an increase of 40% from 80,000 VISA cards as from December 31, 1995. The first Europay card was issued in Poland in 1995 and as of December 1996, there were approximately 200,000 Europay cards issued in Poland. As of March 31, 1996, there was approximately 336,000 Europay cards issued in Hungary which represents an increase of 12% from 300,000 Europay cards as of December 31, 1995.

The German ATM market, the Company's next target market for the provision of ATM management services, is more developed than the Company's other markets. As of December 31, 1996 the Company estimates that, based on industry sources, there were approximately 38,000 ATMs and 70 million credit and debit cards issued in Germany. The Company believes, however, that the ATM market in the former East Germany is less developed and Euronet intends to focus its ATM strategy in Germany on this region. Under German law, ATMs are subject to essentially the same licensing requirements as bank branches and may only be operated by licensed financial institutions. The Company intends to be a service provider to banks and it does not anticipate that it will be subject to German financial institution licensing requirements. As a result of an agreement between certain card issuing banks in Germany, all ATMs in Germany can accept virtually all credit and debit cards issued by German financial institutions. An agreement to provide ATM management services to one bank in Germany will therefore result in ATMs managed by Euronet being able to accept virtually all credit and debit cards issued by German financial institutions.

The ATM market is still in its early stages of development in Central Europe. Based on examples of growth of ATM markets in other countries, the Company believes that the Central European market should continue to develop rapidly. For example, Portugal, which is one of the most recently developed ATM markets in Europe, has seen substantial growth in its ATM market since ATMs and credit and debit cards were first introduced in 1985. By 1996 there were approximately 5 million credit and debit cards issued in Portugal which has a population of approximately 10 million people. In addition, the number of ATMs in use in Portugal has grown to over 3,000 at the end of 1995. These ATMs processed approximately 200 million ATM transactions in 1995.

THE EURONET NETWORK

GENERAL

The Company currently operates ATMs in Hungary and Poland and plans to extend its network and its ATM management services operations to Germany, the Czech Republic and other countries in Central Europe. Euronet's ATM network offers banks an opportunity to provide state-of-the-art electronic financial services and access to an ATM network to their customers at a considerably lower cost than installing proprietary ATMs. Connecting to Euronet's ATM network also augments the number of ATMs available to customers of banks that already maintain their own ATM networks. The technology utilized to build Euronet's ATM network is designed to be readily accessible and easy to use.

The Company currently has 130 ATMs installed in Hungary, primarily in the country's six largest cities. Euronet has entered into agreements ("Acceptance Agreements") with most major banks in Hungary that issue ATM cards allowing all credit and debit cards issued by such banks to be accepted at Euronet's ATMs. In addition, the Company has entered into agreements with American Express and sponsor banks that are members of VISA International and Europay/Mastercard/Cirrus allowing cards issued by American Express and those cards bearing the VISA, Plus, Europay, Mastercard and Cirrus logos to be used at Euronet's ATMs in Hungary. As a result of these agreements, Euronet's ATMs in Hungary accept over 90% of the domestic debit and credit cards issued in Hungary and all major international credit and debit cards.

Euronet currently has 35 ATMs installed in Poland. Euronet has executed Acceptance Agreements with Polish banks accounting for approximately 25% of the credit and debit cards issued by Polish banks. The Company has also entered into agreements with American Express and a sponsor bank affiliated with VISA International allowing all cards issued by American Express and all credit and debit cards bearing the VISA and Plus logos to be used at Euronet's ATMs in Poland. The Company intends to pursue a strategy similar to that employed in Hungary in order to reach agreements allowing all credit and debit cards issued in Poland to be used at Euronet's ATMs.

In a typical ATM transaction processed by the Company, a debit or credit cardholder inserts a credit or debit card into an ATM to withdraw funds or obtain a balance inquiry. The transaction is routed from the ATM to Euronet's central authorization and processing center (the "Processing Center"). The Company's Processing Center computers then identify the card issuing banks or International Card Organizations (the "Card Issuers") by the bank identification number contained within the card's magnetic strip. The transaction is then switched to the Card Issuer or its designated processor for authorization. Once authorization is received, the authorization message is routed back to the ATM and the transaction is completed.

[DIAGRAM OF TYPICAL ATM TRANSACTION]

For banks that do not maintain on-line account balance information for their cardholders, the Company stores such banks' cardholders' account information on its Processing Center computers and authorizes transactions on

behalf of such banks. The Company transmits records of all transactions processed in this manner to such banks which then update their own cardholder account records.

Authorization of ATM transactions processed on Euronet's ATMs is the responsibility of the Card Issuer. Euronet is not liable for dispensing cash in error if it receives a proper authorization message from a Card Issuer. Euronet receives payment from the issuer of the credit or debit card used in a transaction for processing the transaction, including for transactions that are not completed because authorization is not given by the relevant Card Issuer. The fees charged by Euronet to the Card Issuers are independent of any fees charged by the Card Issuers to cardholders in connection with the ATM transactions. The Company does not charge the cardholders a fee for using its ATMs. In many cases the fee charged by a Card Issuer to a cardholder in connection with a transaction processed at Euronet's ATMs is less than the fee charged by Euronet to the Card Issuer.

The average number of transactions processed each month at Euronet's ATMs in Hungary in the last three months of 1996 has increased approximately 25% per month. In the last three months of 1996, Euronet's ATMs in Hungary averaged 1,716 transactions per ATM per month (1,162 of which were cash withdrawals).

ATM Location

The Company believes that one of the most important factors in determining the success of an ATM network is the location of the ATMs. While most ATMs owned by Central European banks are located on the premises of the banks or its branches or on premises of large employers paying their employees by direct deposit, all of Euronet's ATMs are located in non-bank sites. The Company's strategy in pursuing sites for its ATMs is to concentrate on locations that will provide high visibility and high cardholder utilization. As part of its strategy, the Company identifies the major high pedestrian traffic regions and locations where people need access to cash and find it convenient to stop for cash. Key target locations for Euronet's ATMs include major shopping malls and intersections; smaller shopping areas or intersections offering grocery stores and supermarkets and services where people routinely shop; transportation hubs such as city bus and tram/subway stops, rail and bus stations, airports, and gas stations; and the tourist and entertainment centers such as historical sections of cities, cinemas, and recreational facilities.

Research conducted in the United States indicates that once a cardholder establishes a habitual pattern of using a particular ATM, there must be significant problems with a location, such as a machine frequently being out of service, to change the pattern of usage of a cardholder. It is the Company's goal to be the first and the fastest to secure key real estate locations and become the habitual ATM location of card users in its markets.

In Hungary, the Company has obtained agreements to install ATMs at several outlets of Julius Meinl, a large grocery chain in Hungary, several McDonald's restaurants, several ARAL, OMV and Shell gas stations, Tesco supermarkets, Ikea as well as other major retail sites in Budapest, Debrecen, Kaposvar, Gyor and Szekesfehervar. In Poland, the Company has signed contracts to place ATMs in many key locations including McDonald's restaurants, British Petroleum, Shell and ARAL gas stations, Marriott Hotels, Office Depot, Makro Cash and Carry and Ikea stores, Casinos Poland, and other hotel and retail outlets in the Polish cities of Warsaw, Szczecin, Gdansk, Poznan, Lodz, Lublin, Krakow, Katowice, Wroclaw and Czestochowa. It is the Company's strategy to expand its relationships with such large multinational companies to obtain additional sites for ATMs in other markets. Before expanding to Poland, Euronet had placed ATMs at Shell, McDonald's and ARAL locations in Hungary. The Company recently installed ATMs in the new 450,000 square foot Duna Plaza shopping mall in Budapest and in the new 600,000 square foot Polus Centre shopping mall in Budapest.

The Company's agreements for the location of ATMs generally provide for the location of one or more ATMs inside or adjacent to the premises of the site provider at minimal rental rates. In Hungary, the agreements generally provide for an indefinite term. In Poland, the agreements generally provide for a three to five year term and are renewable for additional three to five year terms. In some cases, the site providers pay the Company a rental fee for the ATM in recognition of the benefits that an ATM can bring to a retail outlet. The Company's leases for ATM sites generally can only be terminated by a site provider if the Company defaults on its obligations. To date, none of the Company's leases have been terminated by site providers. The Company can generally terminate its leases for ATM sites in Poland if transaction volumes at a site are unacceptable to the Company and can generally terminate its leases for ATM sites in Hungary for any reason.

Agreements with Card Issuers and International Card Organizations

The Company's Acceptance Agreements with banks generally provide that all credit and debit cards issued by the banks may be used at all ATM machines operated by Euronet. The Acceptance Agreements also generally allow Euronet to receive transaction authorization directly from the card issuing bank or International Card Organization. Acceptance Agreements generally provide for a term of three to five years and are generally automatically renewed unless notice is given by either party prior to the termination date. The Company generally is able to connect any bank to its network within 30 to 90 days of signing an Acceptance Agreement.

In addition to the Acceptance Agreements with local banks, Euronet has entered into Acceptance Agreements with American Express providing for the acceptance of all credit and debit cards issued by American Express at all of Euronet's ATMs in Hungary and Poland. Through agreements with local sponsor banks in Hungary and Poland, Euronet is able to accept all credit and debit cards bearing the VISA, Plus, Mastercard, Europay and Cirrus logos at its ATM in Hungary and all credit and debit cards bearing the VISA and Plus logos at its ATMs in Poland. These arrangements permit Euronet's ATMs to accept credit and debit cards issued by domestic and foreign financial institutions bearing the relevant logos. Euronet has a gateway to the central authorization centers for VISA/Plus and Mastercard/Europay/Cirrus through local bank sponsors in Hungary and Poland and has direct access to American Express authorization centers. Prior to being permitted to accept VISA/Plus, Mastercard/Europay/Cirrus and American Express cards at its ATMs, the Company was required to demonstrate that it met all standards set by International Card Organizations to process transactions for such International Card Organizations.

Banks that execute Acceptance Agreements agree to participate in Euronet's ATM cash supply system. According to this system the banks provide all of the cash needed to operate the network. Each bank provides its pro rata share of cash dispensed to cardholders from Euronet's ATMs each day based upon daily transaction reports generated by Euronet. Cash provided by the banks is deposited by a third party security company in Euronet's ATMs generally once or twice a week depending on need. Each banking day, card issuing banks connected to the Euronet network provide cash to the Company's settlement agent based upon the prior day's transaction reports. The cash remains the property of the banks until it is dispensed to cardholders. The Company maintains insurance with respect to the cash while it is held in its ATMs.

The ATM transaction fees charged by Euronet under the Acceptance Agreements vary depending on the type of transaction executed (cash withdrawals; balance inquiries; and transactions not completed because authorization is not given by the relevant Card Issuer) and the quantity of transactions attributable to a particular Card Issuer. The transaction fee charged to Card Issuers for cash withdrawals is in excess of \$1.00 per transaction while transaction fees for the other two types of transactions that can currently be processed on Euronet's ATMs are generally substantially less. Under the terms of the Acceptance Agreements, Euronet charges ATM transaction fees to the card issuing banks. Card issuing banks generally agree not to charge their cardholders more for using Euronet's ATMs than the banks' own ATMs and generally charge lower fees or no fees at all for cardholders that use Euronet's ATMs. The Acceptance Agreements generally provide for payment in local currency but transaction fees are denominated in U.S. dollars or inflation adjusted. Transaction fees are billed on terms no longer than one month. It is expected that the Company's agreement with its sponsor bank in Germany to manage and install ATMs for the sponsor bank will provide for fees similar to those paid with respect to Acceptance Agreements. The Company's agreements to provide ATM management services, other than in Germany, will provide for monthly management fees plus fees payable for each transaction.

The tables below indicate the banks that have Acceptance Agreements with the Company.

BANKS IN HUNGARY

Országos Takarekpenztar es Kereskedelmi Bank Rt. (OTP)	Magyar Kulkereskedelmi Bank Rt. (MKB)
Budapest Fejlesztési es Hitelbank Rt. (Budapest Bank)	Mezobank Rt.
Citibank Budapest Rt.	Postabank es Takarekpenztar Rt.
Creditanstalt Rt.	Deutsche Bank Rt.
Inter-Europa Bank Rt.	

BANKS IN POLAND

Bank Depozytowo-Kredytowy w Lublinie S.A.
 Wielkopolskie Bank Kredytowy S.A.
 Bank Współpracy Regionalnej S.A. Krakow

The banks in Hungary that have signed Acceptance Agreements have issued an aggregate of approximately 800,000 credit and debit cards. The banks in Poland that have signed Acceptance Agreements, have issued an aggregate of 124,000 credit and debit cards. Through the Company's arrangements with sponsor banks in Hungary and Poland, Euronet's ATMs are able to accept all VISA/Plus and Europay/Mastercard/Cirrus cards in Hungary and all VISA/Plus cards in Poland regardless of whether the card issuing bank is connected to the Euronet network.

ATM Network Technology

The Company uses IBM/Diebold and NCR ATMs. The wide range of advanced technology available from IBM/Diebold and NCR provides Euronet customers with state-of-the-art-electronics features and reliability through sophisticated diagnostics and self-testing routines. The different machine types can perform basic functions, such as dispensing cash and displaying account information, as well as provide revenue opportunities for advertising and selling products through use of color monitor graphics, receipt message printing, and coupon dispensing. The Company's ATMs are modular and upgradeable so that they can be adapted to provide additional services in response to changing technology and consumer demand. In many respects, Euronet's ATMs are more technologically advanced and more adaptable than many older ATMs in use in more developed ATM markets. This allows the Company to modify its ATMs to provide new services without replacing its existing network infrastructure.

Strong back office central processing support is a critical factor in the successful operation of an ATM network. Each of Euronet's ATMs is connected to Euronet's Processing Center through land-based and satellite telecommunications. Because the Company strives to ensure western levels of reliability for its network, it currently relies primarily on satellite telecommunications for ATM connections to its Processing Center. As the reliability of land based telecommunications improves, the Company may rely more heavily on them because they are generally less expensive than satellite telecommunications. The Processing Center, which is located in Euronet's Budapest office, is staffed 24 hours a day, seven days a week and consists of two IBM AS400 computers which run the Arksys Gold Net ATM Software package. This software is a state-of-the-art software package that conforms to all relevant industry standards and has been installed in 64 countries worldwide. The Processing Center's computers operate Euronet's ATMs and interface with the local bank and international transaction authorization centers.

The Processing Center has full uninterruptable power supply systems with battery and diesel power back-up to service the network in case of a power failure. The Processing Center's data back-up systems would prevent the loss of transaction records due to power failure. The Company's agreements with its satellite providers provide for certain assurances with respect to the repair of satellite malfunction to ensure continuous reliable communications for the network. The satellite provider for the Processing Center guarantees uninterrupted service for 99% of the time. Before the end of the first quarter of 1997, the Company plans to establish an off-site disaster recovery back up system in Budapest to provide protection against both natural and man-made disasters. In 1996, Euronet's network operated uninterrupted for 99% of the time excluding scheduled system back-up and maintenance periods.

Euronet has entered into multi-country purchasing agreements with IBM and NCR providing for the supply of up to 800 ATMs to Euronet over the next two years. The Company generally finances the acquisition of ATM machines through capital leases.

ATM NETWORK MANAGEMENT SERVICES

The Company recently began offering complete ATM network management services to banks that own proprietary ATM networks. These services include: ATM terminal driving, real-time transaction authorization, advanced monitoring, network gateway access, network switching, 24 hour customer services, maintenance services and settlement and reporting.

These services can be offered by Euronet to banks at a savings over managing their own network due to the Company's economies of scale. Since the Company has already contracted for many of these services and provides the services as part of its own operation, this allows the potential for additional revenue with lower incremental cost since Euronet has already invested in the necessary infrastructure.

The ATM network management services provided by the Company will include management of an existing network of ATMs or a newly purchased ATM network. This includes 24 hour monitoring of those ATMs from its Processing Center of each individual ATM's status and cash condition, coordinating the cash delivery and management of cash levels in the ATM and automatic dispatch for necessary service calls. Euronet will also be able to provide these managed ATMs access to those international cards and networks that are connected to the Euronet network.

In December 1996, the Company signed an agreement with Budapest Bank to manage its ATM network in Hungary. This contract is expected to be implemented by May of 1997. Further, the Company is currently negotiating with a bank in Germany to provide installation and management services to expand the bank's existing ATM network in Germany in non-bank branch locations.

OTHER SERVICES

Euronet is currently working toward offering on-line point of sale authorization for purchases made at retail outlets with credit and debit cards. Purchases made with cards issued by banks that have executed Acceptance Agreements and cards connected to international ATM networks that are connected to the Euronet ATM network would be able to be authorized through Euronet's Processing Center, generating additional transaction fees.

Euronet also plans to introduce payment processing capabilities on its ATMs which would allow ATM card holders to pay utility bills, check stock and mutual fund account balances and purchase stamps, theatre tickets, travellers checks and other items at its ATM machines. The Company is currently working to develop an ATM bill paying system that would be made available to utilities and other service providers for bills that have traditionally required payment in person at a post office or other central locations. In addition, the Company's ATMs are upgradeable so that they can be updated to be used with new technologies including computer chip "smart cards" which are electronic debit cards which can be used to withdraw cash from ATMs as well as being "charged up" with electronic funds at an ATM through a connection with the cardholder's bank and used to purchase goods from retail locations.

In May 1996, the Company began to sell advertising on its network. Advertising clients can put their advertisements on the video screens of Euronet's ATMs, on the receipts issued by the ATMs and on coupons dispensed with cash from the ATMs. Advertising revenues currently average approximately \$200 to \$250 per month for ATM carrying advertising.

COMPETITION

Competitive factors in the Company's business are network availability and response time, price, ATM location and access to other networks. Principal competitors of the Company include ATM networks owned by banks and regional networks consisting of consortiums of banks.

EMPLOYEES

The Company's business is highly automated and it out-sources many of its internal functions such as ATM maintenance and repair and security. As a result, the Company's labor requirements are relatively low. As of December 31, 1996, the Company and its subsidiaries had approximately 60 full-time employees, 37 of which

were located in its Budapest office, 21 in its Warsaw office and 1 in its Frankfurt office. None of the Company's or its subsidiaries' employees are currently represented by a union. The Company has never experienced any work stoppages or strikes.

GOVERNMENT REGULATION

The Company has received interpretative letters from the Hungarian Bank Supervisory Board and the Polish National Bank to the effect that the business activities of the Company in those jurisdictions, as described in the Prospectus, do not constitute "financial activities" subject to licensing. Any expansion of the activity of the Company into areas which are qualified as "financial activity" under local legislation may subject the Company to licensing, and the Company may be required to comply with various conditions in order to obtain such licenses. Moreover, the interpretations of bank regulatory authorities as to the activity of the Company as currently conducted might change in the future. The Company monitors its business for compliance with applicable laws or regulations regarding financial activities.

Under German law ATMs are subject to essentially the same licensing requirements as bank branches and may only be operated by licensed financial institutions. The Company intends to be a service provider to banks and it does not anticipate that it will be subject to German financial institution licensing requirements. There can be no assurance that the Company will not become subject to additional regulation in Germany or other countries in which it conducts its business.

PROPERTY

The Company's executive offices and Processing Center are located in approximately 2,800 square feet of office space in Budapest. The Company also maintains a 2,760 square foot office in Warsaw. All of the Company's facilities are leased. The Company's office leases provide for initial terms of 24 to 60 months.

TRADEMARKS

The Company has filed applications for registration of certain of its trademarks including the names "Euronet" and "Bankomat" and the blue diamond logo in Hungary, Poland, the Czech Republic, Slovakia, Sweden, France and the United Kingdom. Such applications have not yet been granted.

LITIGATION

The Company is not currently involved in any material legal proceedings and, to the Company's knowledge, no litigation is currently threatened against it.

MANAGEMENT

DIRECTORS, EXECUTIVE OFFICERS AND KEY EMPLOYEES

The table sets forth certain information concerning the directors, executive officers and other key employees of the Company:

NAME	AGE	POSITION

DIRECTORS		
Michael J. Brown(1).....	40	Chairman, President and Chief Executive Officer
Daniel R. Henry.....	31	Director, Chief Operating Officer
Thomas A. McDonnell(1)(2).....	51	Director
Nicholas B. Callinan(1)(2).....	50	Director
Steven J. Buckley(1)(2).....	41	Director
Eriberto R. Scocimara.....	60	Director
Andrzej Olechowski.....	49	Director
EXECUTIVE OFFICERS		
Dennis H. Depenbusch.....	33	Vice President -- Poland
Bruce S. Colwill.....	31	Chief Financial Officer and Chief Accounting Officer
Jeffrey B. Newman(3).....	42	Vice President and General Counsel
Johannes Seeger.....	59	Vice President -- Germany
OTHER KEY EMPLOYEES		
Istvan Alpek.....	30	Finance Manager -- Hungary
Jan Kaczmarek(3).....	48	Operations Manager -- Poland
Peter Nagy.....	36	Business Development Manager -- Hungary
Krzysztof Kulig.....	25	Business Development Manager -- Poland
Matthew Lanford.....	30	Systems Manager -- Hungary
Joanna Zaczek.....	43	Systems Manager -- Poland
Gabriella Temesi.....	27	Real Estate Manager -- Hungary
Nancy Niehoff.....	50	Real Estate Manager -- Poland

(1) Member of the Compensation Committee

(2) Member of the Audit Committee

(3) Effective January 1997

Directors

MICHAEL J. BROWN is one of the founders of the Company and has served as its Chief Executive Officer since 1994. In 1979 Mr. Brown founded Innovative Software, a computer software company that was merged with Informix in 1988. During this period, Innovative Software conducted three public offerings of its shares. Mr. Brown served as President of Informix from 1988 to 1990. Annual revenues of Informix had grown to \$170 million by the time Mr. Brown left Informix in 1990. In 1993 Mr. Brown was a founding investor of Visual Tools, Inc., a company that writes and markets component software for the growing Visual Basic and Visual C++ developer market. Visual Tools, Inc. was acquired by Sybase Software in February 1996. Mr. Brown received a B.S. in Electrical Engineering from the University of Missouri -- Columbia in 1979 and a M.S. in Molecular and Cellular Biology at the University of Missouri -- Kansas City in 1996. Mr. Brown has been a Director of the Company since its incorporation in December 1996 and he previously served on the boards of Euronet's predecessor companies. His term as Director of the Company will expire in 2000. Mr. Brown is married to the sister of Mr. Henry's wife.

DANIEL R. HENRY founded the Company with Michael Brown in 1994 and is serving as Chief Operating Officer of the Company. Mr. Henry is based in Budapest, Hungary where he operates and oversees the daily operations of the Company's Hungary operations and the supervision of the Company's Poland operations. Mr. Henry also is responsible for the expansion of the Company into other countries and the development of new

markets. Prior to joining the Company, Mr. Henry was a commercial real estate broker for five years in the Kansas City metropolitan area where he specialized in the development and leasing of premiere office properties. Mr. Henry received a B.S. in Business Administration from the University of Missouri -- Columbia in 1988. Mr. Henry has been a Director of the Company since its incorporation in December 1996 and he previously served on the boards of Euronet's predecessor companies. His term as Director of the Company will expire in 1998. Mr. Henry is married to the sister of Mr. Brown's wife.

THOMAS A. MCDONNELL has been a Director of the Company since its incorporation in December 1996 and he previously served on the boards of Euronet's predecessor companies. From 1973 to September 1995 he served as Treasurer of DST Systems, Inc. Since October 1984 he has served as Chief Executive Officer and since January 1973 (except for a 30 month period from October 1984 to April 1987) he has served as President of such company. From February 1987 to October 1995 he served as Executive Vice President and from 1983 to November 1995 he served as a director of Kansas City Southern Industries. From December 1989 to October 1995, he served as a director of The Kansas City Southern Railway Company. From 1985 to November 1995, he also served as a director of Janus Capital Corporation. From October 1994 to April 1995 he served as President and from 1992 to September 1995 as director of Berger Associates, Inc. He is currently a director of Informix, BHA Group, Inc., Nellcor-Puritan Bennett Corporation, First of Michigan Capital Corporation, BFDS and Janus Capital Corporation. Mr. McDonnell has a B.S. in Accounting from Rockhurst College and an M.B.A. from the Wharton School of Finance. Mr. McDonnell's term as Director of the Company will expire in 2000.

NICHOLAS B. CALLINAN has been a Director of the Company since its incorporation in December 1996 and he previously served on the boards of Euronet's predecessor companies. Since 1983 he has served as Senior Vice President and Managing Director for Central and Eastern Europe of Advent International Corporation, the ultimate general partner of private equity funds which are a shareholder of the Company. From 1983 to 1993, he was founder and Chief Executive Officer of Western Pacific Management & Investment Company, which later became the Advent Group of Companies. Mr. Callinan has a B.E. in Civil Engineering and an M.B.A. from the University of Melbourne. Mr. Callinan's term as Director of the Company will expire in 1998.

STEVEN J. BUCKLEY has been a Director of the Company since its incorporation in December 1996 and he previously served on the boards of Euronet's predecessor companies. In June 1990 he was a co-founder of Poland Partners L.P., a venture capital fund for investment in Poland and since April 1994 he has been President and Chief Executive Officer of Poland Partners Management Company, the advisor of such fund. From June 1990 to April 1994, he was a founder and director of Company Assistance Ltd., a business advisory firm in Poland. He has a B.A. in Political Science from Stanford University and an M.B.A. from Harvard University. Mr. Buckley's term as Director of the Company will expire in 1999.

ERIBERTO R. SCOCIMARA has been a Director of the Company since its incorporation in December 1996 and he previously served on the boards of Euronet's predecessor companies. Since April 1994 Mr. Scocimara has served as President and Chief Executive Officer of the Hungarian-American Enterprise Fund, a private company that is funded by the U.S. government and invests in Hungary and is also a shareholder of the Company. Since 1990 he has been a partner of The Contrarian Group, an investment and management company based in California. Mr. Scocimara is currently a director of the Hungarian-American Enterprise Fund, Carlisle Companies, Harrow Industries, Inc., Roper Industries, Quaker Fabrics and several privately-owned companies. He has a Licence de Science Economique from the University of St. Gallen, Switzerland, and an M.B.A. from Harvard University. His term as a Director of the Company will expire in 1999.

ANDRZEJ OLECHOWSKI has served as a Director of the Company since its incorporation in December 1996. He has held several senior positions with the Polish government: from 1993 to 1995 he was Minister of Foreign Affairs and in 1992 he was Minister of Finance. From 1992 to 1993 and again in 1995 he served as economic advisor to President Walesa. From 1991 to 1992 he was Secretary of State in the Ministry of Foreign Economic Relations and from 1989 to 1991 was Deputy Governor of the National Bank of Poland. At present Dr. Olechowski is Chairman of Central Europe Trust, Poland, a consulting firm. Since 1994, he has served as Chairman of the City Council in Wilanow, a district of Warsaw. His memberships include a number of public policy initiatives: International Advisory Boards of Creditanstalt, Banca Nazionale del Lavoro, International

Finance Corporation, Textron and boards of various charitable and educational foundations. He received a Ph.D. in Economics in 1979 from the Central School of Planning and Statistics in Warsaw. His term as Director of the Company will expire in 2000.

Executive Officers

DENNIS H. DEPENBUSCH has been Vice President of the Company's Poland office since its inception in May 1995. From 1992 to 1995, Mr. Depenbusch was Director of Project Finance with RMC in Lawrence, Kansas, where he structured various financing and acquisition strategies for housing projects. From 1990 to 1992, Mr. Depenbusch was a Senior Financial Analyst and Market Research Analyst for Payless ShoeSource. Mr. Depenbusch received a B.S. in Business Administration in 1985 and an M.B.A. in Finance in 1989 from the University of Kansas.

BRUCE S. COLWILL has been Chief Financial Officer and Chief Accounting Officer of Euronet since May 1996. Mr. Colwill was employed as Assistant Controller and Financial Controller for PepsiCo Trading Sp. z o.o. in Warsaw, Poland from 1994 to 1996. From 1989 to 1994, he was employed as a Manager and Senior Accountant with KPMG in both Poland and Canada in the audit function. Mr. Colwill obtained his Canadian Chartered Accountants Designation in 1992. He received a B.B.A. in Accounting from Simon Fraser University in Canada in 1989.

JEFFREY B. NEWMAN joined the Company as Vice President and General Counsel on January 31, 1997. Prior to this he practiced law in Paris with the law firm of Salans Hertzfeld & Heilbronn and then with the Washington, D.C. based law firm of Arent Fox Kintner Plotkin & Kahn, of which he was a partner since 1993. He established the Budapest office of Arent Fox Kintner Plotkin & Kahn in 1991 and has resided in Budapest since that time. He is a member of the Virginia, District of Columbia and Paris bars. He received a B.A. in Political Science and French from Ohio University and law degrees from Ohio State University and the University of Paris.

JOHANNES SEEGER joined Euronet in June 1996 as Vice President -- Germany. Mr. Seeger has almost 20 years experience as a senior engineer and manager. From 1984 to 1991, he worked as senior manager of EFT, ATM and POS systems for GZS GmbH and was responsible for employees, cash-management, security, service, and technology. From 1991 to 1996, he worked with PostBank GmbH, a German company, in the development of payment systems. Mr. Seeger graduated as a technical engineer from the Cologne Technical Polytechnic.

Other Key Employees

ISTVAN ALPEK has been Finance Manager -- Hungary since August 1995 and is responsible for the management of the financial and administrative activity of the Company's Hungarian operations. He is also temporarily serving as Operations Manager until that position is permanently filled. From 1993 to 1995, he was Business Finance Manager at Digital Equipment Corporation Ltd. in Budapest, where his responsibilities included management of budgeting, planning, forecasting and reporting. From 1990 to 1993, Mr. Alpek was the Finance Manager at Du Pont Co., Hungary. He graduated in 1989 from the College for Foreign Trade of Budapest and is currently enrolled in the M.B.A. course at Pittsburgh University.

JAN KACZMAREK became Operations Manager -- Poland in January 1997. Mr. Kaczmarek is responsible for maintaining the daily operations of the network in Poland. This includes liaising with security companies and banks in relation to cash supply and ensuring high availability of the network. From 1994 to 1996, Mr. Kaczmarek was information technology executive for PTK Centertel in Warsaw, Poland, where he was responsible for all aspects of information technology and computing. Prior to this Mr. Kaczmarek was employed by CSC Computer Sciences Ltd. in Poland and Brussels where he was responsible for the provision of administrative and billing services as well as the supply for Polish clients and customer service information technology functions. Mr. Kaczmarek received an M.A. in Systems Management from Lancaster University in 1972, a B.S. in Chemical Engineering from the University of Surrey in 1971, and a diploma in Organizational Development from IOD Leuven Belgium in 1993.

PETER NAGY was appointed Business Development Manager of the Company in February 1995. Dr. Nagy is responsible for acquiring and negotiating contracts, managing and servicing key accounts, and participates in

marketing and public relation issues. From 1988 to 1995, Dr. Nagy worked as a consultant in Washington, D.C. on Hungarian-American business relations for the Bridgevest, Inc. and Merit, Inc. international consulting firms. He earned a law degree in 1986 from Janus Pannonius University of Pecs, Hungary and attended undergraduate studies in Sales and Marketing at the University of New York.

KRZYSZTOF KULIG was appointed Business Development Manager for the Company's Poland operations in September 1995. His primary responsibility is marketing Euronet's services to the Polish banking community. This includes acquiring and negotiating contracts, managing and servicing key accounts and participating in marketing and public retail issues. From 1994 to 1995, Mr. Kulig was Brand and Export Manager for Pollena-Ewa S.A. in Poland. Mr. Kulig has an M.A. in International Trade and Finance from the University of Lodz, Poland in 1995, and a Diploma in Economics from the University of Kent. Mr. Kulig is currently enrolled in the M.B.A. program at the University of Calgary, Canada.

MATTHEW LANFORD was appointed Systems Manager for Euronet in August 1996. He is responsible for systems design and development and ensuring that Euronet's technology is up-to-date and capable of supporting the rapid expansion of the Company. From 1989 to 1995, he worked as a programmer, project supervisor and lead programmer/analyst for Arksys, Inc. the supplier of the ITM/400 software on the AS/400 where he designed the network processing software currently being used by the Company. From February 1995 to August 1996, he worked as lead programmer/analyst for Associates Bancorp, Inc., a division of The Associates, an international consumer/commercial finance organization. Mr. Lanford has a B.S. in Computer Science from the University of Arkansas at Little Rock.

JOHANNA ZACZEK was appointed Systems Manager for the Company's Poland operations in February 1996. Her primary task is managing the information systems within the Polish office, maintaining the ATM network and creating and maintaining technical connections to the Polish banks. From 1986 to 1996, Ms. Zaczek worked at Zurich Re (UK) Ltd. where her most recent positions were corporate analyst and information technology consultant. Ms. Zaczek holds a Masters degree in Electronics from Warsaw Polytechnic University and a diploma in Computer Science from the London Polytechnic.

GABRIELLA TEMESI joined Euronet in September 1994 and has been Real Estate Manager for the Company's Hungary operations since 1995. She is responsible for securing ATM locations, site contract negotiations and acquiring site permissions for installation. From 1991 to 1992, she worked for Westbrook Associates and from 1992 to 1994 for Healy & Baker International, where she was responsible for various commercial real estate transactions such as acquiring sites for retailers and offices. Ms. Temesi received her certification from the Education Center for Foreign Trade and obtained a state brokerage and appraisal license in 1993.

NANCY NIEHOFF was appointed Real Estate Manager for the Company's Poland operations in August 1995. Her primary responsibility is the acquisition of sites for new ATM locations. From 1985 to 1995, Ms. Niehoff was Real Estate Manager for the CB Commercial Real Estate Group in both New York City and Cincinnati, Ohio, where she managed properties and coordinated new business development and managed properties in receivership. Ms. Niehoff holds a B.S. in Nursing from the University of Cincinnati and has Certified Property Manager candidate status with the Institute of Real Estate Management.

EXECUTIVE COMPENSATION

The following table shows, for the fiscal year ended December 31, 1996, compensation awarded or paid by the Company to its Chief Executive Officer (the only employee of the Company whose annual salary and bonus for the fiscal year ended December 31, 1996 equaled or exceeded \$100,000):

SUMMARY COMPENSATION TABLE

NAME AND PRINCIPAL POSITION	PERIOD	ANNUAL COMPENSATION			LONG-TERM COMPENSATION	
		SALARY	(\$) BONUS	OTHER ANNUAL COMPENSATION	SECURITIES UNDERLYING OPTIONS	ALL OTHER COMPENSATION
Michael J. Brown..... Chairman, Chief Executive Officer	1996	100,000	0	0	1,149,890	0

OPTION GRANTS IN LAST FISCAL YEAR

The following table provides certain information concerning each grant of options to purchase the Company's Shares made during the fiscal year ended December 31, 1996 to its Chief Executive Officer:

NAME	NUMBER OF SECURITIES UNDERLYING OPTIONS GRANTED (#)(1)(2)	% OF TOTAL OPTIONS GRANTED TO EMPLOYEES IN FISCAL YEAR	EXERCISE PRICE PER SHARE (\$/SH)	EXPIRATION DATE	POTENTIAL REALIZABLE VALUE AT ASSUMED ANNUAL RATES OF STOCK PRICE APPRECIATION FOR OPTION TERM(3)	
					5% (\$)	10% (\$)
					Michael J. Brown.....	1,149,890

(1) Such options were awarded in accordance with the provisions of a shareholder's agreement dated February 15, 1996, as amended October 14, 1996 (see "-- Stock Option Plans"). These options are subject to the provisions of the Euronet Long-Term Incentive Stock Option Plan adopted by the Company on August 13, 1996. Mr. Brown's options will fully vest and become exercisable upon the occurrence of the Offering.

(2) Each share in Euronet Holding N.V. was exchanged for one share of Common Stock in the Company pursuant to the terms of the Exchange Agreement, dated December 17, 1996, among Euronet Services Inc., Euronet Holding N.V. and all of the shareholders and optionholders of Euronet Holding N.V.

(3) Potential realizable value is based on the assumption that the shares appreciate at the annual rates shown (compounded annually) from the date of grant until the expiration of the option term. Those numbers are calculated based upon the requirements promulgated by the Commission and do not reflect any estimate by the Company of future Share price increases.

AGGREGATE OPTION EXERCISES IN LAST FISCAL YEAR AND FISCAL YEAR-END OPTION VALUES

The following table sets forth certain information regarding the stock options held as of December 31, 1996 by the Chief Executive Officer.

NAME	SHARES ACQUIRED ON EXERCISE (#)	VALUE REALIZED (\$)	NUMBER OF SECURITIES UNDERLYING UNEXERCISED OPTIONS		VALUE OF UNEXERCISED IN-THE-MONEY OPTIONS	
			AT DECEMBER 31, 1996 (\$)	AT DECEMBER 31, 1996 (\$)(1)	EXERCISABLE	UNEXERCISABLE
Michael J. Brown.....	0	0	0	1,149,890	0	12,487,805

(1) Based upon the initial public offering price of \$13 per Share minus the applicable exercise price.

COMPENSATION OF DIRECTORS

The Company does not currently pay fees to its directors for attendance at meetings. Following completion of the Offering, the Company intends to pay each outside director a fee consistent with that paid by similar companies for attendance at meetings, together with reimbursement of out-of-pocket expenses incurred in connection with the directors' attendance at such meetings. No additional compensation will be paid for committee meetings held on the same day as a Board of Directors' meeting. Officers of the Company who are also directors will receive no additional compensation for serving as directors.

EMPLOYMENT AGREEMENTS

Mr. Brown serves as the Chief Executive Officer, President and Chairman of the Board of the Company pursuant to an employment agreement dated December 17, 1996. Under the terms of his agreement, Mr. Brown is entitled to an annual salary of \$100,000, subject to annual review and adjustments by the Board of Directors, and is reimbursed for all reasonable and proper business expenses incurred by him in the performance of his duties under the agreement. The terms of the agreement also provide that Mr. Brown will be entitled to fringe benefits and perquisites comparable to those provided to any or all of the Company's senior officers. The term of the agreement expires in December 1999. The term of the agreement, however, will be automatically extended on the same terms and conditions for successive periods of one year each unless declined by either party for any reason. In the event that Mr. Brown's employment with the Company is terminated by the Company for Cause (as defined in the agreement), or if Mr. Brown voluntarily terminates employment with the Company, he will be entitled to receive all compensation, benefits and reimbursable expenses accrued as of the date of such termination. In the event that Mr. Brown's employment with the Company is terminated by reason of death or Disability (as defined in the agreement), he (or his designated beneficiary) will be paid his annual salary at the rate then in effect for an additional one-year period. The agreement also contains certain non-competition, non-solicitation and non-disclosure covenants.

The Company has also entered into employment agreements with Mr. Henry, Mr. Depenbusch and Mr. Colwill which expire in December 1999. Certain other key employees also have employment agreements.

STOCK OPTION PLANS

Milestone Options. In accordance with the Shareholders' Agreement, dated February 15, 1996, as amended October 14, 1996 (the "Shareholders' Agreement"), the Company has reserved a total of 2,050,405 shares of Common Stock for issuance pursuant to Milestone Options granted under the Shareholders' Agreement to Mr. Brown and Mr. Henry, as well as certain other key employees of the Company. The Milestone Options are subject to the provisions of the Euronet Long-Term Incentive Stock Option Plan. See "-- The Long-Term Incentive Plan." The Milestone Options granted to Mr. Brown, Mr. Henry and Mr. Depenbusch have an exercise price equal to \$2.14 per share and vest and become exercisable upon the earlier of October 14, 2006, or the date on which any one or more of the three performance goals described in the Shareholders' Agreement is attained. One-third of the Milestone Options vest upon the occurrence of each milestone. Upon the effectiveness of the Offering, Milestone Options granted to Mr. Brown, Mr. Henry and Mr. Depenbusch will fully vest and become exercisable. Milestone Options allocated at Mr. Brown's discretion to other management and key employees also have an exercise price of \$2.14 per share, but are conditioned upon the completion of an initial public offering of the Company's Common Stock on or before June 30, 1997, and will vest in three equal installments of 33% of the grant beginning on the date of the Closing of the Offering, with the second and third portions vesting on the first and second anniversaries of the Offering, respectively. In the event that an initial public offering of the Company's common stock does not occur on or before June 30, 1997, the Milestone Options allocated to management and key employees (other than Mr. Brown, Mr. Henry and Mr. Depenbusch) will expire and again be available for reallocation at Mr. Brown's discretion. See "Certain Transactions."

The Long-Term Incentive Plan. The Euronet Long-Term Incentive Stock Option Plan (the "Plan") was adopted by the Company on August 13, 1996. Pursuant to the provisions of the Plan, employees and consultants of the Company may be offered the opportunity to acquire shares of Common Stock by the grant of non-qualified stock options ("Options"). A total of 1,299,550 shares of Common Stock have been reserved for Options under

the Plan. Options to purchase shares of Common Stock of the Company may be granted to eligible employees and consultants, as determined by the Board of Directors, in amounts reflecting the employee's or consultant's employment responsibilities and level of performance. The Options vest in five equal annual installments of 20% of the grant, and have a term of ten years. The exercise price per share of Common Stock purchased on exercise of Options is the fair market value of the Common Stock at the date of grant. Once vested, the Options may be exercised in whole or part. The Plan also incorporates various prior grants of Milestone Options under Shareholders' Agreement. In addition to Milestone Options, as of the date of this Prospectus, non-qualified stock options have been granted to certain employees of the Company, including Options to acquire 440,440 shares to Mr. Henry, Options to acquire 287,000 shares to Mr. Deppenbusch as well as Options to acquire 335,510 shares to other key employees.

Determination of Option Exercise Price. The Company has granted the options described above at an exercise price based on the fair market value of the underlying shares of Common Stock. Fair market value has been determined by reference to the per share price at which the most recent sale of Common Stock was made by the Company to investors. With respect to the Milestone Options, fair market value was determined to be \$2.14 as of the time they were granted on October 14, 1996 based on the per share price at which certain shareholders of the Company concurrently committed to make the first \$1 million tranche of a total \$3 million investment in the Company. See "Certain Transactions -- Formation of Euronet Holding N.V."

COMMITTEES OF THE BOARD OF DIRECTORS

Audit Committee. The Directors have established an Audit Committee of independent Directors. The Audit Committee will make recommendations concerning the engagement of independent accountants, review with the independent accountants the plans and results of the audit engagement, approve professional services provided by the independent accountants, review the independence of the independent accountants, consider the range of the audit and non-audit fees and review the adequacy of the Company's internal accounting controls. In addition, the Audit Committee will be responsible for reviewing and overseeing transactions between the Company and related parties or affiliated companies. Thomas A. McDonnell, Steven J. Buckley and Nicholas B. Callinan are members of the Audit Committee.

Compensation Committee. The Directors have established a Compensation Committee with a majority of independent Directors, which will make determinations with respect to salaries and bonuses payable to the Company's Executive Officers and will administer the Company's Stock Option Plan. Michael J. Brown, Thomas A. McDonnell, Steven J. Buckley and Nicholas B. Callinan will be members of the Compensation Committee.

CERTAIN TRANSACTIONS

FINANCINGS

Between June 22, 1994 and the present, the Company and its existing shareholders have engaged in several transactions to provide the Company (including its predecessors and operating subsidiaries) with the necessary financing. These transactions are summarized below. For the convenience of the reader all amounts of capital contributions made in Hungarian forints have been translated into U.S. dollars at the official middle rate established by the National Bank of Hungary on the date such capital contributions were made and all amounts of capital contributions made in Polish zlotys have been translated into U.S. dollars at the exchange rate quoted by the National Bank of Poland at noon on the date such capital contributions were made.

Formation of the Company. Bank Access 24 Kft. ("Bank 24"), the predecessor of the Hungarian operating subsidiary of the Company, was established on June 22, 1994 by Michael Brown and Daniel Henry, both of whom are Directors of the Company. Mr. Brown received a 90% equity interest in Bank 24 in consideration for a contribution of \$9,000 and Mr. Henry received a 10% interest in consideration of a contribution of \$1,000.

Original Joint Venture Agreement. On July 19, 1994 a Joint Venture Agreement (the "Original JVA") was entered into by Mr. Brown and DST Systems, Inc., Euroventures (Hungary) B.V. ("Euroventures"), Mark Callegari, Larry Maddox and Lawrence Schwartz. The Original JVA provided that the parties to the Original JVA would contribute capital to Bank 24 in exchange for ownership interests in Bank 24 in the following amounts:

SHAREHOLDER	CAPITAL CONTRIBUTION	PERCENTAGE OWNERSHIP
Michael Brown.....	\$ 990,000	42.74%(1)
DST Systems, Inc.....	\$1,000,000	34.72%
Euroventures.....	\$ 300,000	10.42%
Mark Callegari.....	\$ 200,000	6.93%
Lawrence Schwartz.....	\$ 50,000	1.74%
Larry Maddox.....	\$ 100,000	3.74%

(1) Includes his original \$9,000 interest as well as the \$1,000 interest transferred by Mr. Henry and the founders interest described below.

Pursuant to the Original JVA, Mr. Henry transferred his 10% interest in Bank 24 to Mr. Brown for a purchase price equal to \$1,000. At the time of the Original JVA Mr. Brown was granted an additional 8% equity interest in Bank 24 free of charge.

Capital Increase and Amendment of Original JVA. On February 20, 1995, the Original JVA was amended by an Amended and Restated Joint Venture Agreement (the "Amended JVA") under which a new shareholder, the Hungarian-American Enterprise Fund ("HAEF"), and Euroventures agreed to purchase from a third party 100% of the equity interests in SatComNet Kft., which is now a subsidiary of the Company ("SatComNet"). HAEF acquired an 89% interest in SatComNet for a purchase price of \$439,000 and Euroventures purchased an 11% interest in SatComNet for \$52,000. Under the Amended JVA, HAEF also agreed to contribute \$611,000 to Bank 24, Euroventures agreed to contribute \$148,000 and a new shareholder, Hi-Care Trade and Development Company ("Hi-Care") agreed to contribute \$197,000. The shareholders of SatComNet and Bank 24 exchanged their interests held in such companies to create identical ownership of the two companies, as follows:

SHAREHOLDER	PERCENTAGE OWNERSHIP
Michael Brown.....	30.29%
DST Systems, Inc.....	22.49%
HAEF.....	23.61%
Euroventures.....	11.24%
Hi-Care.....	4.50%
Mark Callegari.....	4.50%
Larry Maddox.....	2.25%
Lawrence Schwartz.....	1.12%
TOTAL.....	100%

Bank 24 was then transformed into an "Rt.", a different form of Hungarian corporate entity.

Under the Amended JVA, Mr. Henry was granted an option to purchase up to 6% of the shares of each of Bank 24 and SatComNet for a total purchase price of \$246,000.

Hi-Care entered into a lease with Bank 24 effective as of September 10, 1994 for the Company's current offices in Budapest. The entire amount contributed to the capital of Bank 24 by Hi-Care under the Amended JVA was immediately paid out to Hi-Care as a payment under such lease.

Loans from Mr. Michael J. Brown. Mr. Brown established the Company's Polish operating subsidiary, Bankomat 24 Sp. z o.o. ("Bankomat"), on August 8, 1995. Upon its formation, Mr. Brown contributed \$2,000 to Bankomat and was the sole interest holder of Bankomat. A capital increase in the amount of \$61,000 was made on December 7, 1995. On August 31, 1995, Mr. Brown agreed to make revolving loans in the amount \$125,000 to Bankomat at a rate of interest of 10% per year. The amount of such loans was increased to \$195,000 as of May 21, 1996. As of September 30, 1996 \$262,000 was outstanding under such loans and other loans made by Mr. Brown to the Company consisting of \$67,000 in loans at an interest rate of 10% relating to the establishment of Bankomat. A portion of the proceeds of the Offering will be used to repay these loans.

Formation of Euronet Holding N.V. On February 15, 1996 the shareholders in Bank 24 and SatComNet and Hi-Care (the "Original Investors") terminated the Amended JVA and entered into the Shareholders' Agreement reorganizing the ownership of Bank 24, SatComNet and Bankomat. Under the Shareholders' Agreement, the Original Investors contributed all of their shares and interests in Bank 24, SatComNet and Bankomat to Euronet Holding N.V., which was established on March 27, 1996 as a holding company. In addition, four new shareholders made cash contributions to the capital of Euronet Holding N.V in exchange for Common Shares of Euronet Holding N.V., as follows:

NEW SHAREHOLDERS	CONTRIBUTION COMMITMENT	NUMBER OF COMMON SHARES OF EURONET HOLDING N.V.
Advent Private Equity Fund CELP.....	\$ 1,250,000	12,500
Hungarian Private Equity Fund.....	\$ 500,000	5,000
Poland Investment Fund.....	\$ 1,250,000	12,500
Poland Partners L.P.....	\$ 3,000,000	30,000

Concurrently with these transactions, Euroventures purchased the shares and interests of Hi-Care in Bank 24 and SatComNet.

The Shareholders' Agreement provided that the Original Investors and management of Euronet Holding N.V. would be granted certain awards of preferred shares, and in the case of Mr. Brown, Common Shares, of Euronet Holding N.V. in consideration of the payment of the par value (\$0.01) of such shares if certain goals ("Milestones") were attained by the Company (the "Milestone Awards"). Specifically, the following Original Investors were to receive the following amounts of preferred shares or Common Shares of Euronet Holding N.V.:

ORIGINAL INVESTOR OR MANAGEMENT MEMBER	NUMBER OF SHARES TO BE AWARDED
-----	-----
Michael Brown.....	up to 1,117,620
DST Systems, Inc.	up to 258,300
HAEF.....	up to 271,110
Euroventures.....	up to 180,810
Mark Callegari.....	up to 51,597
Larry Maddox.....	up to 25,802
Lawrence Schwartz.....	up to 12,901
Daniel Henry.....	up to 593,670

Pursuant to the Shareholders' Agreement Euronet Holding N.V. was entitled to call a "standby round" of investment from DST Systems, Inc., Poland Partners L.P., Hungarian Private Equity Fund and the Advent Private Equity Fund CELP of up to \$3,000,000 in the aggregate from such shareholders at a per share price of \$2.14 for one tranche and \$10.00 per share for a second tranche subject to certain conditions. The first tranche of this standby round was called on November 26, 1996 and 466,669 Series B convertible preferred shares of Euronet Holding N.V. were issued in exchange for \$1 million. The Company's right to call the remainder of the standby round commitment will terminate on the termination of the Shareholders' Agreement which will occur on the execution of the underwriting agreement to be executed in connection with this Offering

In addition, the Shareholders' Agreement provided that Mr. Brown would be reimbursed by the shareholders for up to \$100,000 for expenses incurred from December 1994 to May 1995, and by the Company for expenses incurred from June 1, 1995 to March 27, 1996 relating to the establishment of Bankomat. On October 11, 1996, Euronet Holding N.V. adopted a revision to its Articles of Association effecting a ten for one stock split.

On October 14, 1996, the Shareholders' Agreement was amended (the "First Amendment") and the Milestone Award arrangements were modified to provide for two different types of grants:

- (i) Milestone Awards of preferred shares of Euronet Holding N.V. in exchange for payment of par value (\$0.01), to all Original Investors except Mr. Brown,
- (ii) Options to purchase Common Shares of Euronet Holding N.V. to Mr. Brown, and options to purchase preferred shares of Euronet Holding N.V. to Mr. Henry, Mr. Depenbusch and certain other employees of the group at a purchase price of \$2.14 per share ("Milestone Options"). The number of shares of Euronet Holding N.V. subject to these option arrangements was increased as compared with the amounts that were to be awarded under the Shareholders Agreement to take into account the fact that consideration was now to be paid for such shares. The following numbers of Milestone Options were granted to directors and officers of the Company: Michael Brown (1,149,890 Common Shares of Euronet Holding N.V.); Daniel Henry (599,340 preferred shares of Euronet Holding N.V.); and Dennis Depenbusch (226,450 preferred shares of Euronet Holding N.V.).

All Milestone Awards of Common Shares of Euronet Holding N.V. will be made effective as of the closing of the Offering and all Milestone Options will become vested upon the closing of the Offering, with the exception of 49,819 Options to certain key employees which will vest equally over two years following the Offering. See "Management -- Stock Option Plans."

The Reorganization. In December 1996, the Company, shareholders and optionholders of Euronet Holding N.V. entered into an Exchange Agreement pursuant to which (i) 9,585,569 shares of Common Stock will be issued to the shareholders of Euronet Holding N.V. in exchange for all of the Common Shares of Euronet Holding N.V., (ii) options to acquire 3,113,355 shares of Common Stock will be granted to the holders of options to acquire 3,113,355 Common Shares of Euronet Holding N.V. in exchange for all of such options and (iii) awards with respect to 800,520 shares of Common Stock will be issued to the holders of awards with respect to 800,520 preferred shares of Euronet Holding N.V. in exchange for all such awards. Such exchange is subject to and will be effective upon the execution of the underwriting agreement to be executed in connection with the Offering. Euronet Holding N.V. will be dissolved following the Reorganization. In connection with the Reorganization, the Shareholders' Agreement will be terminated.

ATM PURCHASE OPTION

On March 10, 1995 Bank 24 entered into a Master Rental Agreement with HFT Corporation ("HFT") pursuant to which HFT agreed to lease ATM machines to Bank 24 pursuant to operating leases which are treated, for U.S. GAAP purposes only, as capital leases. On the same date, HFT granted an option to purchase the ATM machines which were the subject of this Master Rental Agreement to Windham Technologies, a company controlled by Michael Brown and Mark Callegari. On March 25, 1995, Windham Technologies executed a unilateral undertaking (the "Undertaking") to sell such machines to Bank 24 for a purchase price which was equal to the price paid by Windham, plus an "indemnification amount", as defined in such undertaking. All ATMs operated by the Company are subject to this arrangement. As indicated in "Management's Discussion and Analysis of Financial Condition and Results of Operations", the Company intends to restructure these arrangements as capital leases under Hungarian law and has recorded an accrual in this respect.

PRINCIPAL AND SELLING SHAREHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of the Company's Shares as of January 1, 1997, and after giving effect to the Offering by (i) each shareholder known by the Company to own beneficially more than 5% of the Shares, (ii) all Directors and Executive Officers of the Company as a group and (iii) each Selling Shareholder.

SHAREHOLDERS	SHARES BENEFICIALLY OWNED PRIOR TO THE OFFERING		SHARES TO BE SOLD IN THE OFFERING	SHARES BENEFICIALLY OWNED AFTER THE OFFERING(1)	
	NUMBER OF SHARES(2)	%		NUMBER OF SHARES(1)	NUMBER OF SHARES(2)
Michael J. Brown(3).....	3,562,440	33.48%	354,515	3,132,347	22.81%
Daniel R. Henry(4).....	775,600	7.29%	77,567	698,033	5.08%
Dennis Depenbusch(5).....	283,850	2.67%	28,385	255,465	1.86%
Peter Nagy(6).....	21,980	*	--	21,980	*
Nicholas B. Callinan(7).....	7,648	*	1,750	5,898	*
DST Systems, Inc.....	1,414,077	13.29%	--	1,178,797	8.59%
Euroventures.....	935,409	8.79%	233,852	512,908	5.11%
Mark R. Callegari.....	267,260	2.51%	66,800	153,404	1.12%
Larry Maddox.....	133,630	1.26%	33,400	76,702	*
Lawrence Schwartz.....	66,710	*	16,700	38,277	*
HAEF.....	1,402,975	13.18%	350,752	798,702	5.82%
Poland Partners L.P.....	2,294,446	21.56%	525,000	1,769,446	12.89%
Advent Partners L.P.....	38,241	*	8,750	29,491	*
Advent Private Equity Fund -- CELP.....	917,777	8.62%	210,000	707,777	5.16%
Poland Investment Fund L.P.....	956,018	8.98%	218,750	737,268	5.37%
Hungarian Private Equity Fund.....	382,410	3.59%	87,500	294,910	2.15%
All Directors and Executive Officers as a group (4 persons).....	4,628,890	43.50	460,454	4,091,095	29.80%

* The percentage of shares of Common Stock beneficially owned does not exceed one percent of the outstanding Shares.

- (1) Assumes no exercise of the Underwriters' over-allotment option. Also reflects transfers of existing shares of Common Stock among certain shareholders at the time of the Offering.
- (2) Based on 10,641,532 Shares outstanding prior to the Offering and 13,729,560 Shares outstanding after the Offering. Calculations of percentage of beneficial ownership assume the exercise by only the respective named stockholder of all options for the purchase of Shares held by such stockholder which are exercisable within 60 days of January 1, 1997
- (3) Includes an aggregate of 1,985,340 shares of Common Stock issuable pursuant to options (including Milestone Options) exercisable within 60 days of January 1, 1997. Shares beneficially owned by Mr. Brown prior to Offering include 835,380 Shares that Mr. Brown has the right to acquire from existing shareholders of the Company pursuant to an option agreement. Shares beneficially owned by Mr. Brown after the Offering include 759,872 Shares acquired by Mr. Brown pursuant to such option agreement.
- (4) Includes an aggregate of 775,600 shares of Common Stock issuable pursuant to options (including Milestone Options) exercisable within 60 days of January 1, 1997.
- (5) Includes an aggregate of 283,850 shares of Common Stock issuable pursuant to options (including Milestone Options) exercisable within 60 days of January 1, 1997.
- (6) Includes an aggregate of 21,980 shares of Common Stock issuable pursuant to options exercisable within 60 days of January 1, 1997.
- (7) Mr. Callinan's shares are held indirectly through his interest in Advent Partners L.P.

DESCRIPTION OF CAPITAL STOCK

GENERAL

The authorized capital stock of the Company consists of 30 million shares of Common Stock, par value \$0.01 per share and 10 million shares of Preferred Stock, par value \$0.01 per share. The following summary description of the capital stock of the Company does not purport to be complete and is subject to the detailed provisions of, and qualified in its entirety by reference to, the Certificate of Incorporation and By-Laws, copies of which have been filed as exhibits to the Registration Statement of which this Prospectus is a part, and to the applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL").

COMMON STOCK

The holders of Common Stock are entitled to one vote for each share held of record on all matters submitted to a vote of the stockholders. Subject to the rights of any holders of Preferred Stock, holders of Common Stock are entitled to receive ratably such dividends as may be declared by the Board of Directors out of funds legally available. See "Dividend Policy". In the event of a liquidation, dissolution or winding up of the Company, holders of the Common Stock are entitled to share ratably in the distribution of all assets remaining after payment of liabilities, subject to the rights of any holders of Preferred Stock. The holders of Common Stock have no preemptive rights to subscribe for additional shares of the Company and no right to convert their Common Stock into any other securities. In addition, there are no redemption or sinking fund provisions applicable to the Common Stock. All the outstanding shares of Common Stock are, and the Common Stock offered hereby will be, fully paid and nonassessable.

PREFERRED STOCK

The Board of Directors is authorized, without further action by the stockholders, to issue any or all shares of authorized Preferred Stock as a class without series or in one or more series and to fix the rights, preferences, privileges and restrictions thereof, including dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences and the number of shares constituting any series. The issuance of Preferred Stock could adversely affect the voting power of holders of Common Stock and could have the effect of delaying, deferring or impeding a change in control of the Company. As of the date of this Prospectus, the Company has not authorized the issuance of any Preferred Stock and there are no plans, agreements or understandings for the issuance of any shares of Preferred Stock.

CERTAIN PROVISIONS OF THE COMPANY'S CERTIFICATE OF INCORPORATION AND BY-LAWS

Certain provisions of the Certificate of Incorporation and By-Laws of the Company summarized below may be deemed to have an anti-takeover effect and may delay, defer or make more difficult a takeover attempt that a stockholder might consider in its best interest. See "Risk Factors -- Anti-takeover Provisions." Set forth below is a description of certain provisions of the Company's Certificate of Incorporation and By-Laws.

The Certificate of Incorporation provides that the Board of Directors of the Company be divided into three classes of directors serving staggered three-year terms. The classes of directors will be as nearly equal in number as possible. Accordingly, approximately one-third of the company's Board of Directors will be elected each year. See "Management -- Directors, Executive Officers and Other Key Employees." The Certificate of Incorporation provides that the number of directors will be determined by the Board of Directors.

The Company's Certificate of Incorporation provides that no director of the Company shall be liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of laws, (iii) in respect of certain unlawful dividend payments or stock redemptions or repurchases pursuant to Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit. The effect of these provisions is to eliminate the rights of the Company and its stockholders (through stockholders' derivative suits on behalf of the Company) to recover monetary damages against a director for breach of fiduciary duty as a director (including

breaches resulting from grossly negligent behavior), except in the situations described above. These provisions will not limit the liability of directors under federal securities laws.

SECTION 203 OF DELAWARE GENERAL CORPORATION LAW

Section 203 of the DGCL prohibits certain transactions between a Delaware corporation and an "interested stockholder," which is defined as a person who, together with any affiliates or associates of such person, beneficially owns, directly or indirectly, 15% or more of the outstanding voting shares of a Delaware corporation. This provision prohibits certain business combinations (defined broadly to include mergers, consolidations, sales or other dispositions of assets having an aggregate value in excess of 10% of the consolidated assets of the corporation, and certain transactions that would increase the interested stockholder's proportionate share ownership in the corporation) between an interested stockholder and a corporation for a period of three years after the date the interested stockholder becomes an interested stockholder, unless (i) the business combination is approved by the corporation's board of directors prior to the date the interested stockholder becomes an interested stockholder, (ii) the interested stockholder acquired at least 85% of the voting stock of the corporation (other than stock held by directors who are also officers or by certain employee stock plans) in the transaction in which it becomes an interested stockholder or (iii) the business combination is approved by a majority of the board of directors and by the affirmative vote of 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

REGISTRATION RIGHTS

Pursuant to an agreement (the "Registration Rights Agreement") dated March 13, 1996, among Euronet Holding N.V. (the predecessor to the Company) and the following shareholders: Advent Private Equity Fund CELP, Poland Investment Fund, the Hungarian Private Equity Fund L.P., Poland Partners L.P., Michael J. Brown, Larry Maddox, Mark Callegari, Lawrence Schwartz, DST Systems, Inc., Euroventures and HAEF (each a "Holder" and collectively the "Holders"), the Holders and all other shareholders were granted certain rights with respect to the registration of their shares of Common Stock under the Securities Act.

Under the terms of such agreement, which apply by succession to the Company, Holders of no less than 12% of the shares of Common Stock of the Company can demand that the Company effect up to four registrations of the Common Stock under the Securities Act with respect to all or any portion of their shares provided that each demand relates to a registration of at least \$4 million worth of Common Stock. The Company can delay such a demand for a period not in excess of 120 days, and not more than once in any 12 month period, if at the time of such demand the Company is in the process of preparing a registration statement for a public offering (other than a registration statement solely to implement an employee benefit plan or a transaction to which Rule 145 of the Securities Act is applicable) which is filed and becomes effective within 90 days after such demand.

In addition, if the Company at any time initiates a registration under the Securities Act (other than a registration effected solely to implement an employee benefit plan or a transaction to which Rule 145 of the Securities Act is applicable), all shareholders are entitled to notice of such registrations and to include their shares of Common Stock in such registration subject to certain limitations.

After the Company has qualified for use of Form S-3, all shareholders will have the right to request an unlimited number of registrations on Form S-3 (but the Holders as a group may not make more than two such requests in any given 12 month period and not more than four in the aggregate), provided that the aggregate offering price of such shareholder's shares of Common Stock exceeds \$500,000 and the Company has initiated a proposed registration. The Company can delay such a request for a period not in excess of 120 days if at the time of such request the Company is in the process of preparing a registration statement for a public offering (other than a registration statement solely to implement an employee benefit plan or a transaction to which Rule 145 of the Securities Act is applicable) which is filed and becomes effective within 90 days after such request.

In all cases the registration rights are subject to certain conditions and limitations, including the right of the underwriters of an offering to limit the number of shareholders shares to be included in such registration. The Company is required to bear the expenses of all such registrations, except for underwriters' fees, discounts and

commissions. Registration rights are assignable to any assignee of at least 50% of shares conveyed who agrees to be bound by the terms and conditions of the Registration Rights Agreement within ten days of such assignment.

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for the Common Stock is -- .

CERTAIN UNITED STATES FEDERAL TAX CONSIDERATIONS
FOR NON-U.S. HOLDERS OF SHARES

The following is a general discussion of certain United States federal tax considerations applicable to the ownership and disposition of Shares by "Non-U.S. Holders." In general, a "Non-U.S. Holder" is a beneficial owner of Shares other than: (i) a citizen or resident of the United States, (ii) a corporation or partnership created or organized in the United States or under the laws of the United States or of any state or (iii) an estate or trust, the income of which is includable in gross income for United States federal income tax purposes regardless of its source. The term "Non-U.S. Holder" does not include individuals who were United States citizens within the ten-year period immediately preceding the date of this Prospectus and whose loss of United States citizenship had as one of its principal purposes the avoidance of United States taxes. This discussion is based on current law, which is subject to change and is for general information only. This discussion does not address aspects of United States federal taxation other than income and estate taxation and does not address all aspects of income and estate taxation, nor does it consider any specific facts or circumstances that may apply to a particular Non-U.S. Holder. PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISERS REGARDING THE UNITED STATES FEDERAL, STATE, LOCAL AND NON-UNITED STATES INCOME AND OTHER TAX CONSEQUENCES OF HOLDING AND DISPOSING OF SHARES.

DIVIDENDS

The Company does not anticipate paying cash dividends on the Shares in the foreseeable future. The Company may in the future consider paying cash dividends on the Shares. However, the Board of Directors of the Company has made no decision with respect to the payment of any such dividends, including the timing and amount of any such dividend. See "Dividend Policy." If dividends are paid on the Shares, these payments will be treated as a dividend for United States federal income tax purposes to the extent of the Company's current or accumulated earnings and profits for such tax purposes. The portion of a payment that exceeds such earnings and profits will be treated as a return of capital to the extent of each Non-U.S. Holder's tax basis in the Shares. The portion of a payment that exceeds such earnings and profits and tax basis will be treated as a gain from the sale or other disposition of the Shares to the extent of such excess, with the tax consequences described below under "-- Sale of Common Stock."

In general, any dividends (i.e., distributions to the extent of current or accumulated earnings and profits for United States federal income tax purposes) paid to a Non-U.S. Holder of Shares will be subject to United States withholding tax at a 30% rate (or a lower rate prescribed by an applicable tax treaty) unless the dividends are either (i) effectively connected with a trade or business carried on by the Non-U.S. Holder within the United States or (ii) if certain income tax treaties apply, attributable to a permanent establishment in the United States maintained by the Non-U.S. Holder. For purposes of determining whether tax is to be withheld at a 30% rate or at a lower rate as prescribed by an applicable tax treaty, the Company ordinarily will presume that dividends paid to an address in a foreign country are paid to a resident of such country absent knowledge that such presumption is not warranted. However, under United States Treasury regulations proposed in 1984 that have not been finally adopted, to claim the benefits of an applicable tax treaty, a Non-U.S. Holder of Shares would be required to file certain information forms with the payor of the dividends. Dividends effectively connected with such a United States trade or business or attributable to such a United States permanent establishment generally will not be subject to withholding tax (if the Non-U.S. Holder files certain forms, including IRS Form 4224, with the payor of the dividend) and generally will be subject to United States federal tax on a net income basis, in the same manner as if the Non-U.S. Holder were resident of the United States. In the case of a Non-U.S. Holder that is a corporation, dividend income so connected or attributable may also be subject to the branch profits tax (which is generally imposed on a foreign corporation on the repatriation from the United States of its effectively connected earnings and profits subject to certain adjustments) at a 30% rate (or lower rate prescribed by an applicable income tax treaty).

A Non-U.S. Holder that is eligible for a reduced rate of United States withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts currently withheld by filing an appropriate claim for refund with the IRS.

SALE OF COMMON STOCK

In general, a Non-U.S. Holder will not be subject to United States federal income tax on any gain recognized upon the disposition of Shares unless: (i) the gain is effectively connected with a trade or business carried on by the Non-U.S. Holder within the United States or, alternatively, if certain tax treaties apply, attributable to a permanent establishment in the United States maintained by the Non-U.S. Holder (and in either such case, the branch profits tax may also apply if the Non-U.S. Holder is a corporation), (ii) in the case of a Non-U.S. Holder who is a nonresident alien individual and holds Shares as a capital asset, such individual is present in the United States for 183 days or more in the taxable year of disposition, and either (a) such individual has a "tax home" (as defined for United States federal income tax purposes) in the United States or (b) the gain is attributable to an office or other fixed place of business maintained by such individual in the United States, (iii) the Non-U.S. Holder is subject to tax pursuant to the provisions of the United States tax law applicable to certain United States expatriates or (iv) the Company is or has been a United States real property holding corporation (a "USRPHC") for United States federal income tax purposes (which the Company does not believe that it is or is likely to become) at any time within the shorter of the five-year period preceding such disposition or such Non-U.S. Holder's holding period. If the Company were or were to become a USRPHC, gains realized upon a disposition of Shares by a Non-U.S. Holder that did not directly or indirectly own more than 5% of the Shares during the shorter of the periods described above generally would not be subject to United States federal income tax so long as the Shares were "regularly traded" on an established securities market.

ESTATE TAX

Shares owned or treated as owned by an individual who is not a citizen or resident (as defined for United States federal estate tax purposes) of the United States at the time of death will be includable in the individual's gross estate for United States federal estate tax purposes unless an applicable estate tax treaty provides otherwise, and therefore may be subject to United States federal estate tax.

BACKUP WITHHOLDING, INFORMATION REPORTING AND OTHER REPORTING REQUIREMENTS

The Company must report annually to the IRS and to each Non-U.S. Holder the amount of dividends paid to, and the tax withheld with respect to, each Non-U.S. Holder. These reporting requirements apply regardless of whether withholding was reduced or eliminated by an applicable tax treaty. Copies of this information also may be made available under the provisions of a specific treaty or agreement with the tax authorities in the country in which the Non-U.S. Holder resides or is established.

United States backup withholding (which generally is imposed at the rate of 31% on certain payments to persons that fail to furnish the information required under the United States information reporting requirements) and information reporting generally will not apply to dividends paid on Shares to a Non-U.S. Holder at an address outside the United States.

The payment of proceeds from the disposition of Shares to or through a United States office of a broker will be subject to information reporting and United States backup withholding unless the owner, under penalties of perjury, certifies among other things, its status as a Non-U.S. Holder, or otherwise establishes an exemption. The payment of proceeds from the disposition of Shares or through a non-U.S. office of a non-U.S. broker generally will not be subject to backup withholding and information reporting, except as noted below. In the case of proceeds from the disposition of Shares paid to or through a non-United States office of a broker that is: (i) a United States person, (ii) a "controlled foreign corporation" for United States federal income tax purposes or (iii) a foreign person 50% or more of whose gross income for a specified three-year period is effectively connected with a United States trade or business, (a) backup withholding will not apply unless such broker has actual knowledge that the owner is not a Non-U.S. Holder and (b) information reporting will apply unless the broker has documentary evidence in its files that the owner is a Non-U.S. Holder (and the broker has no actual knowledge to the contrary).

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a Non-U.S. Holder will be refunded or credited against the Non-U.S. Holder's United States federal income tax liability, if any, provided that the required information is furnished to the IRS.

SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of the Offering, assuming an offering price of \$13 per Share (the midpoint of the range on the cover page of this Prospectus) 13,729,560 Shares will be in issue (assuming no exercise of the Underwriters' over-allotment option). The Shares offered hereby will be freely tradeable (other than by an "affiliate" of the Company as defined under the Securities Act) in the public market without restriction under the Securities Act. The remaining 8,429,560 outstanding Shares were issued by the Company in reliance on exemptions from the registration requirements of the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act. Of such Shares, after giving effect to the Offering (assuming the Underwriters' over-allotment option is not exercised), 434,217 Shares will be eligible for resale under Rule 144 immediately following the expiration of the 180-day lock-up period described under "Underwriting", 6,863,709 Shares, 466,669 Shares and 664,965 Shares will not be eligible for resale under Rule 144 until March 27, 1998 and October 14, 1998 and February [20], 1999, respectively. Such Shares may be resold only in compliance with the registration requirements of the Securities Act or pursuant to an exemption therefrom. In addition, Michael Brown and the other existing shareholders of the Company were granted rights entitling them, under specified circumstances, to cause the Company to register for sale all or part of their shares of Common Stock and to include such shares in any registered public offerings of shares of Common Stock by the Company. See "Description of Capital Stock -- Registration Rights" and "Underwriting". In addition, of the 2,857,911 options to purchase Shares outstanding, 2,018,494 are currently exercisable. Any Shares issued on the exercise of these options would be available for sale subject to Rule 701 or another exemption from the registration requirements of the Securities Act (including Regulation S under the Securities Act) following the expiration of the 180-day lock-up period described above. Furthermore, the Company intends to register under the Securities Act, as soon as practicable following the Offering, approximately 3,094,511 Shares reserved for issuance to its employees and directors under its employee benefits plans. See "Management."

In general, under Rule 144 as currently in effect, if a minimum of two years has elapsed since the later of the date of acquisition of the securities from the issuer or from an affiliate of the issuer, a person (or persons whose Shares are aggregated), including persons who may be deemed "affiliates" of the Company, as that term is defined in the Securities Act ("Affiliates"), would be entitled to sell within any three-month period a number of Shares that does not exceed the greater of (i) 1% of the then outstanding Shares (137,296 Shares immediately after consummation of the Offering, or 145,246 Shares if the over-allotment option is exercised in full) and (ii) the average weekly trading volume during the four calendar weeks preceding the date on which notice of the sale is filed with the Securities and Exchange Commission (the "Commission"). Sales under Rule 144 are also subject to certain provisions as to the manner of sale, notice requirements and the availability of current public information about the Company. In addition, under Rule 144(k), if a period of at least three years has elapsed since the later of (i) the date restricted securities were acquired from the Company and (ii) the date they were acquired from an Affiliate of the Company, a shareholder who is not an Affiliate of the Company at the time of sale and has not been an Affiliate for at least three months prior to the sale would be entitled to sell Shares in the public market immediately without compliance with the foregoing requirements under Rule 144. Rule 144 does not require the same person to have held the securities for the applicable periods.

The Company and its Directors, Officers and certain other shareholders have agreed not to offer for sale, sell or otherwise dispose of (or enter into any transaction which is designed to, or could be expected to, result in the disposition by any person of), directly or indirectly, any Shares, with certain limited exceptions, for a period of 180 days after the date of this Prospectus without the prior written consent of ING Barings on behalf of the Underwriters.

Prior to the Offering, there has been no market for the Shares and no prediction can be made as to the effect, if any, that sales of the Shares or the availability of such Shares for sale will have on the market price prevailing from time to time. Sales of the Shares in the public market or the perception that such sales may occur may have an adverse impact on such market prices.

UNDERWRITING

Subject to the terms and conditions set forth in the Underwriting Agreement (the "Underwriting Agreement") between the Company and the Underwriters named below (the "Underwriters") the Company has agreed to sell to each of the Underwriters, and each of the Underwriters, for whom ING Barings is acting as representative (the "Representative"), has severally agreed to purchase from the Company, the number of Shares (collectively, the "Shares") set forth opposite its name below:

UNDERWRITER - - - - -	NUMBER OF SHARES - - - - -
ING Barings.....	
	- - - - -
Total.....	=====

In the Underwriting Agreement, the several Underwriters have agreed, subject to the terms and conditions set forth therein, to purchase all of the Shares if any such Shares are purchased. In the event of a default by any Underwriter, the Underwriting Agreement provides that in certain circumstances, purchase commitments of the nondefaulting Underwriters may be increased or the Underwriting Agreement may be terminated. The Company has been advised by the Representative that the several Underwriters propose initially to offer the Shares to the public at the public offering price set forth on the cover page hereof, and to certain dealers at such price less a concession not in excess of \$ _____ per Share. The Underwriters may allow and such dealers may reallow a concession not in excess of \$ _____ per Share to other dealers. After the initial public offering, the public offering price and such concessions may be changed.

A portion of the shares of Common Stock offered hereby are being offered outside the United States. Offers and sales of shares of Common Stock outside the United States are being made pursuant to Regulation S and such shares are not being registered under the Securities Act for the purpose of sales outside the United States. A registration statement under the Securities Act is in effect for offers and sales in the United States of shares of Common Stock that were initially offered or sold outside the United States. All sales of Shares on behalf of ING Barings in the United States will be conducted by its affiliate ING Baring (U.S.), Inc.

The Company has granted to the Underwriters an option to purchase collectively up to 795,000 additional Shares exercisable for 30 days after the date hereof, solely to cover over-allotments, if any, at the public offering price set forth on the cover page of this prospectus less the underwriting commissions. To the extent that the Underwriters exercise such option, each such Underwriter will be obligated, subject to certain conditions, to purchase approximately the same percentage of such Shares that the number of Shares set forth next to such Underwriter's name in the preceding table in the Prospectus relating to the Offering bears to the total number of all such Shares to be purchased and offered by the Underwriters.

Prior to the Offering, there has been no established market in the United States or elsewhere for the Shares. The public offering price will be determined by the Company in consultation with the Underwriters. It is expected that the price determination will take several factors into account, including an assessment of the Company's results of operations, the future prospects of the Company and the prevailing market and economic conditions at the time of the Offering.

Subject to certain exceptions, the Company and shareholders of the Company holding in the aggregate 8,159,206 Shares and holders of options to purchase 2,041,830 Shares have agreed that they will not directly or indirectly offer or sell any Shares (or securities convertible into any Shares), other than in the Offering, for a period of 180 days after the commencement of the Offering without the prior written consent of the Representative.

Application will be made to have the Common Stock approved for listing on the Nasdaq National Market under the symbol "EEFT".

The Underwriters do not intend to confirm sales to any accounts over which they exercise discretionary authority.

The Underwriting Agreement provides that the Company and the Selling Shareholders will indemnify the Underwriters against certain civil liabilities, including liabilities under the Securities Act.

VALIDITY OF SECURITIES

The validity of the Shares offered hereby will be passed upon for the Company by Arent Fox Kintner Plotkin & Kahn and for the Underwriters by Shearman & Sterling.

EXPERTS

The Consolidated Financial Statements of the Company for the period from June 22, 1994 (inception) to December 31, 1994, the year ended December 31, 1995 and for the nine months ended September 30, 1996 and as of December 31, 1994 and 1995 and September 30, 1996, included in this Prospectus have been audited by KPMG Polska Sp. z o.o., independent public accountants, as indicated in their report with respect thereto, and are included herein in reliance upon the authority of said firm as experts in accounting and auditing in giving said reports.

COUNTRY INFORMATION: HUNGARY AND POLAND

The economic political and statistical information provided in this section is based on secondary sources available to the Company. The information included in this section does not purport to cover all aspects of the issues and matters discussed herein and should not be construed as doing so.

THE REPUBLIC OF HUNGARY

The following economic and exchange control information regarding the Republic of Hungary has been extracted from official publications of the National Bank of Hungary (the "NBH"), the Hungarian Ministry of Industry and the Hungarian Central Statistical Office.

GENERAL

The Republic of Hungary, which lies in Central Europe, covers an area of approximately 93,000 square kilometers. The population of Hungary, as estimated by the Hungarian Central Statistical Office, was 10.2 million as of January 1, 1996, compared with 10.7 million in 1980. Approximately 62% of the total population lives in urban areas, and approximately 2.0 million people live in the capital, Budapest, which is Hungary's political, administrative, cultural and commercial center.

In April 1996, Hungary joined the OECD. It has been an associate member of the European Union since December 1991. It is a member, together with Poland, the Czech Republic and Slovakia, of the Central European Free Trade Association.

GOVERNMENT

During the late 1980s, the political system in Hungary underwent dramatic changes. In 1989 non-communist political parties were established and initial steps were taken toward the first free elections in the country since 1947. On October 23, 1989, the country's name was changed from "The Hungarian People's Republic" to the "Republic of Hungary" and the constitution was substantially amended. Under its new constitution, Hungary instituted a multiparty democratic government. In March and April 1990, the 386 members of Hungary's unicameral parliament were elected by popular vote for a term of four years. In 1994 the Hungarian Socialist Party joined with the Free Democrats to defeat the centre-right coalition government that had initiated reforms in 1989 and to form a coalition government with a 72% majority in parliament. Gyula Horn was elected Prime Minister. The next scheduled general election is in 1998. Parliament is the supreme legislative body of the Hungarian government (the "Government"). The President of Hungary, the Prime Minister, the members of the Constitutional Court, the president and vice-presidents of the State Audit Office, the president of the Supreme Court and the Attorney General are elected by a vote of Parliament.

ECONOMY

Since 1989, steps have been taken to accelerate the development of a market economy in Hungary. However, Hungary was not able to insulate itself from the downturn in economic activity that affected all of Central and Eastern Europe after the dissolution of the Council for Mutual Economic Assistance ("COMECON"), an economic and trade organization sponsored by the former Soviet Union that included many formerly communist countries. GDP declined between 1990 and 1993. The fall in GDP during this period was mainly attributable to structural reform, the collapse in trade with the former COMECON countries and their lack of convertible currencies to pay for Hungarian exports, the embargo on trade with Yugoslavia and Bosnia and the recession in Eastern Europe. In 1994, however, GDP increased by 2.9%.

In 1995, key economic indicators reflected mixed economic performance. The central budget deficit (excluding social security funds) stood at Hungarian forints ("HUF") 160.6 billion for 1995 and the current account deficit for 1995 was \$2.48 billion. The rate of inflation (as measured by increases in consumer prices)

increased to 28.2% in 1995 although unemployment fell during that period. Exports in 1995 were valued at HUF 1,622.0 billion. The trade deficit in 1995 was HUF 314.4 (US\$ 2.56) billion and GDP increased by 1.5%.

On March 12, 1995, the Hungarian government announced important economic and monetary policy reforms. These measures were intended to reduce government expenditures, narrow the foreign trade deficit, stabilize inflation, lower the rate of domestic consumption, stimulate domestic savings and promote corporate business activity.

The measures included a 9% devaluation of the forint and the introduction of a "crawling peg" devaluation scheme, leading to an aggregate devaluation of approximately 29% in 1995. A temporary 8% supplementary duty was imposed on imports, excluding primary energy imports, investment goods and components for export products. The mandatory conversion of export revenues of businesses into forints was abolished. The measures also included reductions in certain social welfare benefits and salary ceilings in public sector jobs.

The transition to a market-oriented economy in Hungary has had a significant impact on prices, wages and employment. By the end of 1990, the prices of over 90% of goods and services were free from regulation. Prices rose rapidly during late 1990 and early 1991 and consumer prices increased by 35% in 1991. The rate of inflation began to moderate during the latter half of 1991 and continued to subside in 1992 with the increase in consumer prices averaging 23% for the year. The rate of inflation, as measured by increases in consumer prices, remained fairly constant in 1993 at 22.5% and then declined to 18.8% in 1994. During 1995, the annual rate of inflation increased with consumer prices increasing by 28.2%. In 1995, price increases included a 50% rise in energy prices and a 31.1% rise in food prices.

From 1990 to 1993, nominal wages increased, although at a slower rate than the increase in consumer prices over the same period. As a result, real wages in each year declined. In 1994, however, the increase in nominal wages exceeded the increase in consumer prices, causing real wages to grow. The monthly average nominal wage (before taxes) in Hungary in 1995 was HUF 38,900, 16.9% higher than in 1994.

The unemployment rate in Hungary at December 31, 1992, was 13.2% with over 663,000 registered as unemployed. The number of registered unemployed at December 31, 1993 was 632,000, which represented an unemployment rate of 12.6%. Since 1993, unemployment has continued to decline. At December 31, 1994 the number of registered unemployed was 520,000, which represented an unemployment rate of 10.9%. At the end of 1995, the number of registered unemployed was 496,000 which represented an unemployment rate of 10.4%.

EXCHANGE CONTROL

Legislation was enacted in late 1995 by the Hungarian parliament to further liberalize foreign exchange for commercial transactions (Foreign Exchange Act, Law XCV 1995). This came into effect on January 1, 1996 and meets the requirements of both the International Monetary Fund (Section VIII) and the Organization for Economic Cooperation and Development on convertibility of current items.

Pursuant to the Foreign Exchange Act, the forint is freely convertible except for capital movements and related transactions, which are controlled by the Hungarian Government through the NBH.

Certain currency-related bank activities, other than those which involve foreign trade transactions, require the permission of the NBH. These include, without limitation:

- transfer of credit abroad;
- monetary exchange, whether into convertible currency or into HUF where payment is by convertible currency, or any other possession of convertible currency;
- purchase, gift or other contracts related to domestic properties between Hungarian and foreign parties or by Hungarian parties for the benefit of foreign parties; and
- the write-off of debt in convertible-currency.

However, an important area exempt by statute from the general requirement of exchange control licensing is investment, including investment by an investment company in shares in Hungary by foreign parties.

Currently, companies not established in duty-free zones may only maintain local currency books. However, a Hungarian company, which is either partly or wholly foreign-owned, may keep the cash portion of the foreign partners' capital contribution in a separate convertible-currency bank account. The convertible-currency account may also be used pay expenses abroad.

Pursuant to this legislation, a Hungarian business may purchase convertible foreign currency to effect payments in connection with its business activities. Prior consent need not be obtained and there is no limit to the amount of foreign currency which may be purchased or received by that business in connection with those business activities. Any convertible foreign currency must either be remitted to a beneficiary abroad or back to Hungary to be deposited in a convertible foreign currency account with an authorized Hungarian financial institution. This account may be used both for payments out in the relevant foreign currency or for conversion into forints.

Since April 1995, Hungarian companies have been able to deposit income from foreign trade contracts and foreign exchange loans in their hard currency account and to make payments from these accounts (similarly in hard currency) in respect of foreign trade contracts, interest or principal on foreign exchange loans or, with permission from the NBH, for other purposes. Hungarian companies may not conduct trade amongst themselves in a foreign currency. Money in a convertible currency may be converted into forints or other convertible currencies.

POLAND

GENERAL

Poland is the largest economy in Central Europe. The country has a population of 38.5 million people. Poland occupies 313,000 square kilometers and is strategically located just south of the Baltic Sea with Germany to the West, the Czech and Slovak Republics to the South and Ukraine, Belarus, Russia and Lithuania to the East. The country is divided into 99 counties and Warsaw, the capital, is the country's commercial and political center.

In November 1996, Poland joined the OECD. It is an associate member of the European Union and hopes to be a full member by the year 2000. It is a member, together with Hungary, the Czech Republic and Slovakia, of the Central European Free Trade Area.

GOVERNMENT

In 1952 Poland adopted a constitution that institutionalized a system of de facto one-party rule by the Polish United Workers' Party (the "Polish Communist Party"). Government policy during this period was guided by a program of nationalization of industry, expropriation of large land holdings, central planning of the economy and the suppression of political dissent. Frequent political and economic crises occurred in the 1960s and 1970s.

Solidarity, the first independent trade union in the Soviet bloc, was formed in 1980 and soon consolidated a growing popular discontent with the communist government. In April 1989, the communist government and the democratic opposition led by Solidarity agreed to a power-sharing arrangement and in June 1989 competitive elections to a bicameral Parliament were held. The overwhelming victory of Solidarity candidates in these elections for available seats in the Parliament signaled the end of the political monopoly of the Polish Communist Party. In May 1990, local elections were held in which Solidarity achieved a similar victory. In November 1990, Lech Walesa, who had played an historic role in the information and leadership of Solidarity, was elected President. In the first completely free parliamentary elections in 1991, 23 parties were elected to parliament with the largest party not having more than 14% of the seats. There were five governments between 1989 and 1993 and, following a change in the electoral procedure prior to the second general election in 1993, the national reform parties centered around the Union Democrats, a Solidarity-splinter group, were defeated. The three governments since then, including the current one under Prime Minister Cimoszewicz, have been based on the ex-communist Social Democrats (SLD) and the Polish Peasant Party (PSL).

After Walesa's defeat in the presidential elections in November 1995, Aleksander Kwasniewski from the SLD became the new President. The next parliamentary election is scheduled to be held late in 1997.

The present constitutional framework (the "Constitution") establishes Poland as a democratic republic with a bicameral Parliament, a President as head-of-state, a Council of Ministers and an independent judicial system. Under the Constitution, a bicameral Parliament comprised of upper chamber (the "Senate") and a lower chamber (the "Sejm") is elected by general election for a four-year term. All legislation must be approved by the Sejm and the Senate and signed by the President. Rejection of a bill by the Senate or by the President, however, can be overruled by a two-thirds majority in the Sejm. The President (with the approval of the Senate) or the Sejm may call a referendum on matters of extreme importance to the country. Judicial authority is vested in the Supreme Court, appellate, regional and lower courts. A separate Constitutional Tribunal has jurisdiction over all matters relating to the interpretation of the provisions of the Constitution.

Since 1992, a special commission of the Parliament has been empowered by law to draft a new constitution. This commission is currently considering a number of proposals that vary widely in their approach to the separation of governmental powers and social and economic rights. No date has been set for adoption of a new constitution.

ECONOMY

Since the fall of the Communist government in 1989, Poland has embarked on a program of economic reform based on the transition to a market economy and private ownership. Existing privileges and subsidies were taken away from state owned enterprises, creating competitive opportunities for other economic entities. The tax system was reformed to provide equal tax treatment of all economic entities.

Poland's transition to an open market, with reduced subsidies, devaluation of the Polish zloty ("PLN") to encourage exports and moderation of trade barriers, initially resulted in very high rates of inflation, which have since moderated somewhat. In a period of just over two years, the annual inflation rate, which exceeded 300% in 1989 and approached 600% in 1990, was reduced to approximately 70% in 1991, primarily through the introduction of a tight monetary policy with the cooperation of the International Monetary Fund. According to the Polish Central Office for Statistics, the rate of annual inflation as at March 1996, was 20.4%. In addition, Poland continues to have significant foreign debt. Efforts to curb inflation have had a recessionary effect during the early 1990s, which was compounded by the introduction of a large quantity of imported products with which domestic industry had difficulty competing. However, GDP growth for 1994 was 5.2% and was 7% for 1995. Unemployment stood at 14.3% in June 1996.

FOREIGN EXCHANGE

Poland was the first country in Central Europe to introduce the internal convertibility of its currency. Under an amendment to the Foreign Exchange Law introduced in December 1995, businesses are entitled to hold cash in both a PLN account and a foreign currency in a Polish bank. Transactions with foreign entities must be made in a foreign convertible currency. The average rate of exchange is set by the National Bank of Poland ("NBP") on the basis of a basket of hard currencies. Commercial banks set their own rates of exchange.

Residents of Poland are free to keep, buy and sell foreign currency. There are many private exchange counters all over the country. The rate of exchange offered by private exchange counters varies but remains close to the NBP rate.

Businesses are obliged to obtain a foreign exchange permit from the NBP in order to open an account abroad unless amounts deposited in such accounts are to be used for the payment of services rendered pursuant to contracts concluded with foreign entities. Hard currency loans for the purchase of goods or services abroad from foreign banks do not require foreign exchange permits from the NBP any longer, unless the term of such loan is longer than one year or its conditions are less favorable than those commonly applied in international financial markets. Also, hard currency credits from the World Bank, the European Bank for Reconstruction and Development, and the European Investment Bank secured by Polish government guarantees and destined for financial or domestic investments are permitted.

From February 1, 1996 companies with foreign participation are free to contract hard currency loans from their shareholders. The above activities, however, should be reported to the NBP.

EURONET HOLDING N.V. AND SUBSIDIARIES
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

	PAGE

Independent Auditors' Report.....	F-2
Consolidated Balance Sheets as of September 30, 1996, and December 31, 1995 and 1994...	F-3
Consolidated Statements of Operations for the nine months ended September 30, 1996, year ended December 31, 1995 and for the period from June 22, 1994 through December 31, 1994.....	F-4
Consolidated Statements of Changes in Shareholders' Equity for the nine months ended September 30, 1996, year ended December 31, 1995 and for the period from June 22, 1994 through December 31, 1994.....	F-5
Consolidated Statements of Cash Flows for the nine months ended September 30, 1996, year ended December 31, 1995 and for the period from June 22, 1994 through December 31, 1994.....	F-6
Notes to Consolidated Financial Statements.....	F-7

INDEPENDENT AUDITORS' REPORT

The Board of Directors and Shareholders
EURONET HOLDING N.V. AND SUBSIDIARIES:

We have audited the accompanying consolidated balance sheets of Euronet Holding N.V. and Subsidiaries (Euronet N.V.) as of September 30, 1996, and December 31, 1995 and 1994, and the related consolidated statements of operations, changes in shareholders' equity, and cash flows for the nine months ended September 30, 1996, year ended December 31, 1995 and for the period from June 22, 1994 through December 31, 1994. These consolidated financial statements are the responsibility of Euronet N.V.'s management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Euronet Holding N.V. and Subsidiaries at September 30, 1996, and December 31, 1995 and 1994, and the results of their operations and their cash flows for the nine months ended September 30, 1996, year ended December 31, 1995 and for the period from June 22, 1994 through December 31, 1994 in conformity with generally accepted accounting principles in the United States of America.

KPMG Polska Sp. z o.o.

Warsaw, Poland
December 17, 1996

EURONET HOLDING N.V. AND SUBSIDIARIES
 CONSOLIDATED STATEMENTS OF OPERATIONS

	NINE MONTHS ENDED SEPTEMBER 30, 1996 -----	YEAR ENDED DECEMBER 31, 1995 -----	FOR THE PERIOD FROM JUNE 22, 1994 THROUGH DECEMBER 31, 1994 -----
(IN THOUSANDS, EXCEPT PER SHARE DATA)			
Revenues:			
Transaction fees.....	\$ 577	\$ 62	\$ --
Other.....	61	--	--
	-----	-----	-----
Total revenues.....	638	62	--
Operating expenses:			
ATM operating costs.....	941	510	41
Professional fees.....	828	394	64
Salaries.....	716	452	49
Foreign exchange loss.....	88	158	2
Other.....	775	656	84
	-----	-----	-----
Total operating expenses.....	3,348	2,170	240
Operating loss.....	(2,710)	(2,108)	(240)
Other income/expense:			
Interest income.....	177	126	12
Interest expense.....	(241)	(107)	--
	-----	-----	-----
(64)	19	12	
Loss before income taxes.....	(2,774)	(2,089)	(228)
Deferred tax benefit (note 9).....	219	148	--
	-----	-----	-----
Net loss.....	\$ (2,555)	\$ (1,941)	\$ (228)
	=====	=====	=====
Pro-forma loss per common share.....	\$ (0.19)		
	=====		
Pro-forma number of common shares.....	13,109,320		
	=====		

See accompanying notes to consolidated financial statements.

EURONET HOLDING N.V. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

	COMMON SHARES	PREFERRED SHARES SERIES A	PREFERRED SHARES SERIES B	ADDITIONAL PAID IN CAPITAL	SUBSCRIPTION RECEIVABLE	RESTRICTED RESERVE	ACCUMULATED LOSSES	TOTAL
	-----	-----	-----	-----	-----	-----	-----	-----
(IN THOUSANDS)								
Capital contributions.....	2,650	--	--	--	--	--	--	2,650
Current period loss...	--	--	--	--	--	--	(228)	(228)
Transfer to restricted reserve.....	--	--	--	--	--	229	(229)	--
-----	-----	-----	-----	-----	-----	-----	-----	-----
Balance December 31, 1994.....	2,650	--	--	--	--	229	(457)	2,422
Capital contributions.....	1,066	--	--	550	--	--	--	1,616
Current year loss.....	--	--	--	--	--	--	(1,941)	(1,941)
Transfer to restricted reserve.....	--	--	--	--	--	421	(421)	--
-----	-----	-----	-----	-----	-----	-----	-----	-----
Balance December 31, 1995.....	3,716	--	--	550	--	650	(2,819)	2,097
Net loss up to March 27, 1996.....	--	--	--	--	--	--	(657)	(657)
Transfer to restricted reserve.....	--	--	--	--	--	48	(48)	--
Formation of holding company.....	(3,709)	63	--	122	--	--	3,524	--
Capital contribution.....	--	--	60	5,940	(3,000)	--	--	3,000
Net loss from March 28, 1996 through September 30, 1996.....	--	--	--	--	--	--	(1,898)	(1,898)
Transfer to restricted reserve.....	--	--	--	--	--	44	(44)	--
-----	-----	-----	-----	-----	-----	-----	-----	-----
Balance September 30, 1996.....	7	63	60	6,612	(3,000)	742	(1,942)	2,542
=====	=====	=====	=====	=====	=====	=====	=====	=====

See accompanying notes to consolidated financial statements.

EURONET HOLDING N.V. AND SUBSIDIARIES
 CONSOLIDATED STATEMENTS OF CASH FLOWS

	NINE MONTHS ENDED SEPTEMBER 30, 1996 -----	YEAR ENDED DECEMBER 31, 1995 -----	FOR THE PERIOD FROM JUNE 22, 1994 THROUGH DECEMBER 31, 1994 -----
			(IN THOUSANDS)
Net loss.....	\$(2,555)	\$ (1,941)	\$ (228)
Adjustments to reconcile net income to net cash used in operating activities:			
Depreciation of property, plant and equipment.....	393	133	5
Deferred income taxes.....	(219)	(148)	--
Decrease/(increase) in restricted cash.....	169	(952)	--
Increase in trade accounts receivable.....	(57)	(33)	--
Increase in trade accounts payable.....	150	288	76
Decrease/(increase) in prepaid expenses and other current assets.....	191	(293)	(140)
Increase in accrued expenses and other long-term liabilities.....	461	485	29
	-----	-----	-----
Net cash used in operating activities.....	(1,467)	(2,461)	(258)
Cash flows from investing activities:			
Fixed asset purchases.....	(320)	(394)	(356)
Purchase of investment securities.....	(206)	--	--
Net decrease (increase) in loan receivable.....	8	(24)	--
	-----	-----	-----
Net cash used in investing activities.....	(518)	(418)	(356)
Cash flows from financing activities:			
Capital contributions.....	3,000	1,616	2,650
Repayment of obligations under capital leases.....	(957)	(523)	--
Proceeds from bank borrowings.....	206	--	--
Proceeds from loan from shareholder.....	101	161	--
	-----	-----	-----
Net cash provided by financing activities.....	2,350	1,254	2,650
	-----	-----	-----
Net increase (decrease) in cash and cash equivalents.....	365	(1,625)	2,036
Cash and cash equivalents at beginning of period.....	411	2,036	--
	=====	=====	=====
Cash and cash equivalents at end of period.....	\$ 776	\$ 411	\$ 2,036
	=====	=====	=====
Supplemental disclosures of cash flow information:			
Interest paid during year.....	\$ 227	\$ 107	\$ --
	=====	=====	=====

Supplemental schedule of noncash investing and financing activities:

Capital lease obligations of \$1,984 and \$1,906 during the nine-month period ended September 30, 1996 and the year ended December 31, 1995, respectively, were incurred when Euronet N.V. entered into leases for new automatic teller machines.

See accompanying notes to consolidated financial statements.

EURONET HOLDING N.V. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) ORGANIZATION AND FORMATION OF HOLDING COMPANY

Euronet Holding N.V. and Subsidiaries (Euronet N.V.) is an independent shared automatic teller machine (ATM) network and service provider to banks and financial institutions. Euronet N.V. serves a number of banks in Poland and Hungary by providing ATMs that accept cards with international logos such as VISA, American Express and Mastercard and proprietary bank cards issued by member banks.

Euronet Holding N.V. is a limited liability company registered in the Netherlands Antilles, incorporated on March 11, 1996. It was formed as a holding company for the purpose of acquiring 100% ownership interest in the following three operating entities: Euronet-Bank 24 Rt, (Bank24), SatComNet Kft, (SatComNet), both incorporated in Hungary and Bankomat 24/Euronet Sp. z o.o. (Bankomat), incorporated in Poland. The acquisition of these shares by the Euronet N.V. took place on March 27, 1996.

Bank 24 and Bankomat were legally established on June 22, 1994 and August 8, 1995 respectively; SatComNet was acquired by an investor group on February 20, 1995. Bank 24 and SatComNet were, before the formation of Euronet N.V., owned by the same shareholder group. Bankomat was, before the formation of Euronet N.V., owned by Michael Brown, Chairman of Euronet N.V. and a major shareholder of Bank24 and SatComNet. The acquisition of the three operating entities has been accounted for as a combination of entities under common control using an accounting method similar to the pooling of interests method for the following periods: June 22, 1994 through December 31, 1994; the year ended December 31, 1995 and the nine month period ended September 30, 1996.

Euronet Services Inc. was established as a Delaware corporation on December 13, 1996 which will succeed Euronet N.V. as the holding company. It is intended that (i) the holders of all of the preferred shares of Euronet N.V. will convert all of such preferred shares into Common Shares of Euronet N.V. and (ii) Euronet N.V. will effect a seven-for-one stock split of all outstanding common shares of Euronet N.V.

On December 17, 1996, Euronet Services Inc. and the shareholders and optionholders of Euronet N.V. entered into an Exchange Agreement pursuant to which (i) 9,585,569 shares of Common Stock will be issued to the shareholders of Euronet N.V. in exchange for all the common shares of Euronet N.V. (ii) options to acquire 3,113,355 shares of Common Stock will be granted to the holders of options to acquire 3,113,355 Common Shares of Euronet N.V. in exchange for all of such options and (iii) awards with respect to 800,520 shares of Common Stock of Euronet Services Inc. will be issued to the holders of awards with respect to 800,520 preferred shares of Euronet N.V. in exchange for all such awards (the "Reorganization"). Euronet N.V. will be dissolved following the Reorganization. The Reorganization is subject to and will be effective upon the execution of an underwriting agreement in connection with an initial public offering of the Common Stock of Euronet Services Inc.

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES

(a) Basis of presentation

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America.

The financial statements for 1994, 1995 and for the period from January 1, 1996 through March 27, 1996 have been presented as if the operating entities had been combined from their respective dates of incorporation/acquisition. Subsequent to March 27, 1996, the consolidated financial statements include the accounts of Euronet N.V. and its subsidiaries.

All significant intercompany balances and transactions have been eliminated in the consolidated financial statements.

EURONET HOLDING N.V. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

(b) Transfer of non monetary assets

The transfer of the share holdings held by the shareholders in Bank 24, SatComNet and Bankomat in exchange for shares in Euronet Holding N.V. have been recorded at the underlying net equity of the operating entities. The transfer of assets by shareholders have been recorded at the transferors' historical cost basis.

(c) Foreign currency translation

The accounts of Euronet N.V. are recorded using U.S. dollars as the functional currency which represents the currency of the primary economic environments in which Euronet N.V. operates. Euronet N.V. applies Statement of Financial Accounting Standards No. 52 relative to the translation of foreign currency financial statements into U.S. dollars and accounting for foreign currency transactions. Under this statement, monetary assets and liabilities are translated at current exchange rates and non monetary assets, liabilities and shareholders' equity are recorded at historical exchange rates. Exchange gains and losses resulting from remeasurement of assets and liabilities are recognized in income when they occur.

Gains and losses resulting from the translation of foreign currency transactions are included in the income statement when they occur.

(d) Property, plant and equipment

Property, plant, and equipment are stated at cost. Equipment under capital leases are stated at the lesser of fair value of the leased equipment and the present value of future minimum lease payments.

Depreciation is calculated on the straight-line method over the estimated useful lives of the assets. Equipment held under capital leases and leasehold improvements are amortized straight line over their estimated useful lives.

Depreciation rates are as follows:

Automatic teller machines.....	7 years
Computers.....	3 years
Software.....	3 years
Vehicles & Equipment.....	5 years

(e) Impairment of long-lived assets

Euronet N.V. assesses the recoverability of long-lived assets (mainly property, plant and equipment) by determining whether the carrying value of the fixed assets can be recovered over the remaining lives through projected undiscounted future operating cash flows. If an impairment in value is estimated to have occurred, the assets carrying value is reduced to its estimated fair value. The assessment of the recoverability of long-lived assets will be impacted if estimated future operating cash flows are not achieved.

(f) Income taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the expected future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases and operating loss carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the income in the period that includes the enactment date.

EURONET HOLDING N.V. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

Valuation allowances for deferred tax assets have been established on the basis of Euronet N.V.'s estimate of taxable income for future periods.

(g) Risks and uncertainties

Euronet N.V. operates in one business segment through operations in Hungary and Poland. Euronet N.V., at this time, is dependent on a limited group of customers and network services are limited to those areas where ATMs have been installed.

Management of Euronet N.V. has made a number of estimates and assumptions related to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with generally accepted accounting principles. Actual results could differ from those estimates.

(h) Revenue recognition

Euronet N.V. recognizes revenue at the point at which the service is performed.

(i) Cash equivalents

For the purposes of the statement of cash flows, Euronet N.V. considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

(j) Investment securities

Investment securities at September 30, 1996 consist of Hungarian government bonds which Euronet N.V. has classified as held-to-maturity (gross unrealised losses are approximately \$31,000). Held-to-maturity securities are those securities in which Euronet N.V. has the ability and intent to hold the security to maturity. The held-to-maturity investment securities are recorded at amortized cost, adjusted for the amortization or accretion of premium and discounts. A decline in the market value of any held-to-maturity security below cost that is deemed other than temporary results in a reduction in the carrying amount to fair value. The impairment is charged to earnings and a new cost basis for the security is established. Premium and discounts are amortized or accreted over the life of term of the related held-to-maturity security as an adjustment to yield using the effective interest method.

(k) Pro-forma loss per share

As the historical capital structure of Euronet N.V. is not indicative of the continuing capital structure, the historical loss per share has been replaced by a pro-forma loss per share computation. The pro-forma loss per share has been calculated by dividing the net loss by the pro-forma number of shares amounting to 13,109,320. The pro-forma number of shares reflects the sum of (1) 10,641,532 common shares issued and outstanding of the new holding company, Euronet Services Inc., (2) 1,519,002 shares issuable (using the treasury stock method) under Euronet N.V.'s milestone stock option program, and (3) 948,786 shares issuable (using the treasury stock method) under Euronet N.V.'s stock compensation plan.

(3) CAPITAL STOCK

Euronet Holding N.V. was established on the basis of the Articles of Incorporation dated March 11, 1996.

Euronet N.V. registered a ten for one stock split on October 11, 1996. The par value changed from \$1.00 to \$0.10 for all preferred and common shares authorized and issued as a result of the stock split. Upon formation of Euronet Inc., Euronet N.V.'s preferred and common shares authorized and issued will reflect a further stock split of seven for one and the par value will change from \$0.10 to \$0.01. All references in the financial statements to the number of shares and per share amounts have been retroactively restated to reflect the increased number of preferred and common shares outstanding.

EURONET HOLDING N.V. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

On September 26, 1996, Euronet N.V. called \$2 million of the subscription receivable which was received subsequent to September 30, 1996. On December 11, 1996, the remaining \$1 million of subscription receivable was called.

In accordance with the Articles of Association of Euronet Holding N.V., holders of series B convertible preferred shares are entitled to priority earnings' distribution, to the extent possible, as determined by a fixed formula. Profits available for distribution after this deduction are then allocated to both holders of series A and B convertible preferred shares, to the extent possible, as determined by a fixed formula. Common shareholders are entitled to a fixed dividend of \$0.80 per common shares, to the extent possible, after the second priority earnings' distribution. The remaining profits available for distribution, to the extent possible, shall be allocated to all shareholders on a pro rata basis.

In the event of liquidation of Euronet N.V., holders of series B convertible preferred shares shall be entitled to receive, to the extent possible, in priority to any distribution to the holders of series A and common shares, a distribution determined in accordance with a fixed formula. From the net assets that remain after this payment the holders of series A and B convertible preferred shares shall be entitled to receive, to the extent possible, in priority to any distribution to the holders of common shares, a distribution determined in accordance with a fixed formula. The balance that remains shall be distributed among the holders of common shares pro rata based on their respective ownership of common shares.

Holders of convertible preferred shares may have their shares converted into common shares at the rate of one to one. Holders of series B convertible preferred shares may have their shares converted into series A convertible preferred shares at the rate of one to one. Euronet N.V. has the option to convert all preferred series A and B shares to common shares upon the undertaking of an initial public offering.

Prior to Euronet N.V. being established on March 11, 1996, the common shares of the entities forming part of the combination were Bank 24, SatComNet and Bankomat. The share capital (and quota capital with respect to SatComNet) of the combined entities is composed fully of common shares. Details of shares authorized and issued are as follows:

	QUOTA CAPITAL	AUTHORIZED SHARES	ISSUED SHARES	TOTAL VALUE
	-----	-----	-----	-----
Bank 24.....	--	330,000	330,000	\$3,162
SatComNet.....	1	--	--	\$ 491
Bankomat.....	--	3,140	3,140	\$ 63

During 1995, Bank 24 changed its legal structure from a company limited by quotas ("Kft") to a company limited by shares ("Rt").

(4) RESTRICTED RESERVE

The restricted reserve arises from the provisions of Hungarian accounting law in relation to share capital contributed in foreign currency to Bank 24 and SatComNet. Under these rules, a foreign currency capital contribution is recorded in the local accounting records of the companies using the rate when the capital was contributed. The foreign currency gain (or loss) which arises upon usage of the foreign currency is booked directly to a separate non distributable reserve.

For the purposes of these consolidated financial statements, the exchange gains and losses booked to this reserve under Hungarian accounting law, together with the gain on revaluing the remaining foreign currency received for capital at each period end in accordance with generally accepted accounting principles, have been included in the income statement for the year with an equivalent transfer for the accumulated loss reserve to the restricted reserve.

EURONET HOLDING N.V. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

(5) RESTRICTED CASH

Euronet N.V. has two primary types of restricted cash balances at September 30, 1996 and December 31, 1995.

Bankomat and Bank 24 have deposits with banks as security with respect to their supplying cash to the ATMs, equivalent to the amount of cash in machines at the balance sheet dates. These deposits have been classified as restricted cash.

Bank 24 also has deposits with a commercial bank to cover guarantees, deposits with customs officials to cover potential charges, and with their leasing company as a minimum deposit related to the lease of ATMs (see note 8).

Following is a detail of restricted cash balances at each balance sheet date:

	SEPTEMBER 30, 1996	DECEMBER 31, 1995
	-----	-----
		(IN THOUSANDS)
Restricted cash for ATM deposits -- Poland.....	\$ 48	\$ --
Restricted cash for ATM deposits -- Hungary.....	127	180
Restricted cash for deposits -- Hungary.....	608	772
	----	----
Total restricted cash.....	\$ 783	\$952
	=====	=====

(6) PROPERTY, PLANT, AND EQUIPMENT

	SOFTWARE	ATMS	COMPUTERS	VEHICLES & EQUIPMENT	TOTAL
	-----	-----	-----	-----	-----
	(IN THOUSANDS)				
Cost:					
Balance at June 22, 1994.....	--	--	--	--	--
Additions.....	3	262	--	91	356
	----	----	----	----	----
Balance at December 31, 1994.....	3	262	--	91	356
Additions.....	100	2,123	--	77	2,300
	----	----	----	----	----
Balance at December 31, 1995.....	103	2,385	--	168	2,656
Additions.....	218	2,126	260	230	2,834
Disposals.....	--	--	--	(7)	(7)
	----	----	----	----	----
Balance at September 30, 1996.....	321	4,511	260	391	5,483
	=====	=====	=====	=====	=====
Accumulated Depreciation:					
Balance at June 22, 1994.....	--	--	--	--	--
Additions.....	--	--	--	5	5
	----	----	----	----	----
Balance at December 31, 1994.....	--	--	--	5	5
Additions.....	7	110	--	16	133
	----	----	----	----	----
Balance at December 31, 1995.....	7	110	--	21	138
Additions.....	27	302	14	50	393
	----	----	----	----	----
Balance at September 30, 1996.....	34	412	14	71	531
	=====	=====	=====	=====	=====

(7) SHORT TERM BORROWINGS

Short term borrowings represents a Hungarian forint denominated loan of \$206,000 granted by a commercial bank in Hungary to permit such bank to supply cash to the ATM network. This loan originated April 4, 1996 and is due on March 18, 1997 together with interest accrued at 27%.

EURONET HOLDING N.V. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

Euronet N.V. has collateralised this loan by the pledge of investment securities amounting to \$206,000, bearing interest at 29% maturing on March 18, 1997.

(8) LEASES

(a) Capital leases

Euronet N.V. leases the majority of its ATMs in Poland and Hungary under two principal capital lease agreements that expire in July 1999 and January 2001, respectively. The leases bear interest at 15% and 11%, respectively and are payable in monthly and semi-annual installments.

Euronet N.V. also leases an IBM AS400 computer for use as its central processing and authorization center for ATM transactions. This three year lease with a term of July 1, 1996 through September 30, 1999 bears interest at a rate of 15% and is payable in quarterly installments of \$24,000.

The gross amount of the ATMs and IBM computer and related accumulated amortization recorded under capital leases were as follows:

	SEPTEMBER 30, 1996	DECEMBER 31, 1995
	-----	-----
	(IN THOUSANDS)	
ATMs.....	\$ 3,666	\$1,906
IBM computer.....	224	--
	-----	-----
	3,890	1,906
Less accumulated amortization.....	(331)	(96)
	-----	-----
Net book value.....	\$ 3,559	\$1,810
	=====	=====

Amortization of assets held under capital leases is included with depreciation expense.

(b) Operating leases

Euronet N.V. also has noncancelable operating rental leases which expire over the next 2 to 4 years. Rent expense under these leases amounted to \$234,000, \$158,000 and \$66,000, for the nine months ended September 30, 1996, year ended December 31, 1995 and for the period from June 22, 1994 through December 31, 1994, respectively.

EURONET HOLDING N.V. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

(c) Future minimum lease payments

Future minimum lease payments under the capital leases and the noncancelable operating leases (with initial or remaining lease terms in excess of one year) as of September 30, 1996 are:

	CAPITAL LEASES -----	OPERATING LEASES -----
	(IN THOUSANDS)	
Year ending September 30,		
1997.....	\$ 878	\$ 292
1998.....	955	150
1999.....	1,023	140
2000.....	601	147
2001.....	301	--
	-----	-----
Total minimum lease payments.....	3,758	\$ 729 =====
Less amounts representing interest.....	(825)	

Present value of net minimum capital lease payments.....	2,933	
Less current installments of obligations under capital leases.....	570	

Long term capital lease obligations.....	\$ 2,363 =====	

(9) INCOME TAXES

The income tax benefit consisted of the following:

	NINE MONTHS ENDED SEPTEMBER 30, 1996 -----	YEAR ENDED DECEMBER 31, 1995 -----	FOR THE PERIOD FROM JUNE 22, 1994 THROUGH DECEMBER 31, 1994 -----
	(IN THOUSANDS)		
Current tax expense			
Netherlands Antilles.....	--	--	--
Europe.....	--	--	--
	-----	-----	-----
Total current.....	--	--	--
Deferred tax expense			
Netherlands Antilles.....	--	--	--
Europe.....	(219)	(148)	--
	-----	-----	-----
Total deferred.....	(219) =====	(148) =====	-- =====

EURONET HOLDING N.V. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

The sources of loss before income taxes are presented as follows:

	NINE MONTHS ENDED SEPTEMBER 30, 1996	YEAR ENDED DECEMBER 31, 1995	FOR THE PERIOD FROM JUNE 22, 1994 THROUGH DECEMBER 31, 1994
	-----	-----	-----
			(IN THOUSANDS)
Netherlands Antilles.....	287	--	--
Europe.....	2,354	1,967	163
	-----	-----	-----
Loss before income taxes.....	2,641	1,967	163
	=====	=====	=====

The difference between the actual income tax benefit and the tax benefit computed by applying the statutory income tax rate to losses before taxes is attributable to the following:

	SEPTEMBER 30, 1996	DECEMBER 31, 1995	DECEMBER 31, 1994
	-----	-----	-----
			(IN THOUSANDS)
Income tax benefit at statutory rates.....	156	427	82
Non-deductible expenses.....	(18)	(153)	(23)
Tax holiday.....	(6)	(8)	--
Foreign tax benefit.....	497	--	--
Valuation allowance.....	(410)	(118)	(59)
	-----	-----	-----
Actual income tax benefit.....	219	148	--
	=====	=====	=====

The income tax benefit has been calculated on the basis of the taxable losses of the combined entities for the period June 22, 1994 through December 31, 1994, the year ended December 31, 1995 and the period January 1, 1996 through March 27, 1996. Upon formation of Euronet N.V. on March 27, 1996, the income tax benefit was calculated solely on the basis of the taxable loss of Euronet Holding N.V.

The tax effect of temporary differences and carryforwards which give rise to deferred tax assets and liabilities are as follows:

	SEPTEMBER 30, 1996	DECEMBER 31, 1995	DECEMBER 31, 1994
	-----	-----	-----
			(IN THOUSANDS)
Tax loss carryforwards.....	754	233	59
Leasing.....	4	12	--
Leasehold improvements.....	32	21	--
Interest accrual.....	59	--	--
Other accruals.....	46	--	--
	-----	-----	-----
Deferred tax asset.....	895	266	59
Valuation allowance.....	(528)	(118)	(59)
	-----	-----	-----
Net deferred tax assets.....	367	148	--
	=====	=====	=====

The valuation allowance relates to deferred tax assets established under SFAS No. 109 for loss carryforwards of \$3,687,000. The tax operating loss carryforwards will expire through 1999 for Bankomat and through 2001 for Bank 24, SatComNet and Euronet Holding N.V. Based on Euronet N.V.'s forecast of sufficient taxable income for future periods in which the tax losses are expected to be absorbed, Euronet N.V. believes that it will realize the benefit of the deferred tax assets, net of the existing valuation allowance.

EURONET HOLDING N.V. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

(10) SHARE PLANS AND CAPITAL COMMITMENTS

(a) Share Compensation Plan

Euronet N.V. has established a share compensation plan which provides certain employees options to purchase shares of Euronet N.V.'s common stock. The exercise price is established based on the estimated fair value of the shares at grant date. Such value is determined by management taking into consideration recent equity or convertible security transactions as well as changes in Euronet N.V.'s business. The options vest over a period of five years from the date of grant. Options are exercisable during the term of employment or consulting arrangements with Euronet N.V. and its subsidiaries. Euronet N.V. has the right to repurchase shares within 180 days from an employee who has exercised his options but has ceased to be employed by Euronet N.V.

At September 30, 1996, Euronet N.V. has authorized options for the purchase of 921,550 shares of common shares, of which 886,550 have been awarded to employees. Of that amount, options for 255,640 shares have vested as of September 30, 1996. The option exercise price varies between \$0.71 and \$1.43. No compensation has been recorded for such share options. The exercise price of the employee share options has been modified to reflect the stock split registered on October 11, 1996 and the proposed capital structure of the new holding company, Euronet Services Inc.

Subsequent to September 30, 1996, Euronet N.V. has authorized further options for the purchase of 378,000 shares of which 176,400 were awarded at option exercise prices between \$1.43 and \$2.14.

(b) Milestone Share Awards and Options

In accordance with the first amendment to the shareholders agreement dated October 14, 1996, Euronet N.V. has reserved 2,850,925 shares of series A convertible preferred shares which shall be authorized but unissued for the purpose of awarding preferred shares ("milestone awards") to certain investors (800,520 shares at par value of \$0.01) and options to acquire preferred shares ("milestone options") to the founders, management and key employees (2,050,405 shares at \$2.14 per share).

The milestone awards vest and become exercisable on the date on which any one or more of the three performance goals described in the Shareholders Agreement is attained. One third of the milestone awards vest upon the occurrence of each milestone. The milestone options vest and become exercisable upon the earlier of October 14, 2006, or the date on which any one or more of the three performance goals described in the Shareholders Agreement is attained. One third of the milestone options vest upon the occurrence of each milestone. The exercise price of the milestone options is established based on the estimated fair value of the shares at grant date. Such value is determined by management taking into consideration recent equity or convertible security transactions as well as changes in Euronet N.V.'s business. In the event of an initial public offering all milestones awards and milestone options granted under the milestone arrangement (with the exception of 49,819 options to certain key employees which will vest equally over two years following the initial public offering) shall be considered to have been met and all preferred shares shall become immediately issuable to beneficiaries of milestone awards and options.

(c) Standby Commitment and Contribution

Certain investors (Poland Partners, LP Advent Partners LP, Advent Private Equity Fund, Poland Investment Fund LP, Hungarian Private Equity Fund and DST Systems Inc.) agreed to make an aggregate of three million dollars available to Euronet N.V. in two tranches of one million ("tranche 1") and two million dollars ("tranche 2"), respectively.

Euronet N.V. made a call on tranche 1 of the standby commitment on November 26, 1996. The conversion terms of tranche 1 were that one share of series B convertible preferred shares of Euronet N.V. was issued for each \$2.14 of standby contribution (466,669 series B convertible preferred shares were issued in exchange for

EURONET HOLDING N.V. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

Windham Technologies Inc

Windham Technologies Inc. (Windham) holds the option to purchase ATMs at the end of the lease term. Windham is jointly owned by two shareholders of Euronet Holding N.V. Windham has signed an undertaking to contribute these assets to Euronet N.V. at the end of the lease at a bargain purchase price of \$1 plus incidental expenses.

In addition, payments of \$415,000, \$320,000 and \$66,000 have been made for the nine months ended September 30, 1996, the year ended December 31, 1995 and the period from June 22, 1994 through December 31, 1994 to Windham. These payments cover the services and related expenses of consultants provided by Windham to Euronet N.V.

(14) CONCENTRATIONS OF BUSINESS AND CREDIT RISK

Euronet N.V. is subject to concentrations of business and credit risk through trade receivables, cash and short-term investments. Euronet N.V.'s customer base, even though limited, includes the most significant international card organizations and certain banks in Hungary and Poland. Therefore, Euronet N.V.'s operations are directly affected by the financial condition of those entities. Cash and short-term investments are placed with high-credit quality financial institutions or in short-term duration, high-quality debt securities. Management believes that the credit risk associated with trade receivables, cash and short-term investments is minimal due to the control procedures which monitor credit worthiness of customers and financial institutions.

 NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SECURITIES TO WHICH IT RELATES OR AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

 TABLE OF CONTENTS

	PAGE

Prospectus Summary.....	3
Risk Factors.....	6
Use of Proceeds.....	11
Dilution.....	12
Dividend Policy.....	13
Capitalization.....	14
Selected Consolidated Financial Data...	15
Management's Discussion and Analysis of Financial Condition and Results of Operations.....	17
Business.....	21
Management.....	31
Certain Transactions.....	38
Principal and Selling Shareholders.....	42
Description of Capital Stock.....	43
Certain United States Federal Tax Considerations for Non-U.S. Holders of Shares.....	46
Shares Eligible For Future Sale.....	48
Underwriting.....	49
Validity of Securities.....	51
Experts.....	51
Annex A -- Country Information: Hungary and Poland.....	A-1
Consolidated Financial Statements.....	F-1

UNTIL _____, 1997 (25 DAYS AFTER THE DATE OF THIS PROSPECTUS), ALL DEALERS EFFECTING TRANSACTIONS IN THE SHARES, WHETHER OR NOT PARTICIPATING IN THIS DISTRIBUTION, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS IS IN ADDITION TO THE OBLIGATION OF DEALERS TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

5,300,000 SHARES

LOGO

COMMON STOCK

PROSPECTUS
 _____,
 _____, 1997

ING BARINGS

REPRESENTATIVE OF THE UNDERWRITERS

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the Registrant's estimated expenses in connection with the issuance and distribution of the securities being registered, other than underwriting discounts and commissions.

Securities and Exchange Commission registration fee.....	\$ 25,858
Nasdaq National Market quotation fee.....	30,750
National Association of Securities Dealers, Inc. filing fee.....	9,033
Reimbursement of Underwriters Expenses.....	*
Legal fees and expenses.....	100,000
Accounting fees and expenses.....	*
Blue sky qualification fees and expenses.....	15,000
Transfer agent fees and expenses.....	8,000
Miscellaneous.....	*

Total.....	\$ *
	=====

- - - - -

*To be filed by amendment.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Articles Eighth and Ninth of the Company's Certificate of Incorporation provide as follows:

"EIGHTH: The Corporation shall indemnify each of the individuals who may be indemnified to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as it may be amended from time to time ("Section 145"), (i) in each and every situation where the Corporation is obligated to make such indemnification pursuant to Section 145, and (ii) in each and every situation where, under Section 145, the Corporation is not obligated, but is permitted or empowered, to make such indemnification. The Corporation shall promptly make or cause to be made any determination which Section 145 requires.

NINTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. This provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law of the State of Delaware is subsequently amended to further eliminate or limit the liability of the director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended General Corporation Law of the State of Delaware."

Article VII of the Company's By-laws provides as follows:

"Section 1 INDEMNIFICATION AND EXCULPATION. Reference is hereby made to Section 145 of the General Corporation Law of the State of Delaware (or any successor provision thereto). The Corporation shall indemnify each person who may be indemnified (the "Indemnitees") pursuant to such section to the full extent permitted thereby. In each and every situation where the Corporation may do so under such section, the Corporation hereby obligates itself to so indemnify the Indemnitees, and in each case, if any, where the Corporation must make certain investigations on a case-by-case basis prior to indemnification, the Corporation hereby obligates itself to pursue such investigation diligently, it being the specific intention of these

Bylaws to obligate the Corporation to indemnify each person whom it may indemnify to the fullest extent permitted by law at any time and from time to time. To the extent not prohibited by Section 145 of the General Corporation Law of the State of Delaware (or any other provision of the General Corporation Law of the State of Delaware), the Indemnitees shall not be liable to the Corporation except for their own individual willful misconduct or actions taken in bad faith. Expenses incurred by an officer or director in defending any action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding to the fullest extent permitted by subsection (e) of Section 145."

Reference is also made to Section 5 of the Underwriting Agreement filed as Exhibit 1.1 hereto.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

On December 17, 1996, the Company and the shareholders and optionholders of Euronet Holding N.V. entered into an Exchange Agreement pursuant to which (i) 9,585,569 shares of Common Stock of the Company will be issued to the Shareholders of Euronet Holding N.V. in exchange for all of Common Shares of Euronet Holding N.V. (ii) options to acquire 3,113,355 shares of Common Stock will be granted to the holders of options to acquire 3,113,355 Common Shares of Euronet Holding N.V. in exchange for all of such options and (iii) awards with respect to 800,520 shares of Common Stock will be issued to the holders of awards with respect to 800,520 preferred shares of Euronet Holding N.V. in exchange for all such awards. Euronet Holding N.V. will be dissolved following the consummation of the Offering. Such exchange is subject to and will be effective upon the execution of the underwriting agreement to be executed in connection with the Offering.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

The following exhibits are filed as part of this Registration Statement:

EXHIBIT NUMBER	DESCRIPTION
*1.1	Form of Underwriting Agreement.
3.1	Certificate of Incorporation.
3.2	By-Laws of the Company.
*4.2	Specimen of certificate for Shares, par value \$0.01, of the Company.
*5.1	Opinion of Arent Fox Kintner Plotkin & Kahn as to legality of the Shares.
10.1	Amended Agreement for Solution Delivery dated April 17, 1996 between Bank Access 24 Rt. and IBM World Trade Corporation.
10.2	Frame Contract dated February 20, 1996 between Bankomat 24 Sp. z o.o. and AT&T Global Information Solutions Polska, Sp. z o.o.
10.3	Exchange Agreement dated as of December 17, 1996 among the Company and the stockholders and optionholders of Euronet Holding N.V.
10.4	The Euronet Long-Term Incentive Plan.
*10.5	Form of Employment Agreement for Executive Officers.
21.1	List of Subsidiaries of Registrant.
23.1	Consent of KPMG Polska Sp. z o.o.
23.2	Consent of Arent Fox Kintner Plotkin & Kahn (included in Exhibit 5.1).
24.1	Power of Attorney (included in signatures).

- - - - -

*To be filed by amendment.

ITEM 17. UNDERTAKINGS.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described under "Item 14, Indemnification of Directors and Officers" above, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment to the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) It will provide to the U.S. Underwriters at the closing specified in the Underwriting Agreement, certificates in such denominations and registered in such names as required by the U.S. Underwriters to permit prompt delivery to each purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-1 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Warsaw on the 18th day of December, 1996

EURONET SERVICES INC.

By: /s/ MICHAEL J.
BROWN

Michael J. Brown

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints MICHAEL J. BROWN and DANIEL R. HENRY, and each of them severally, his true and lawful attorney or attorneys with power of substitution and resubstitution to sign in his name, place and stead in any and all such capacities the Registration Statement and any and all amendments thereto (including post-effective amendments) and any documents in connection therewith, and to file the same with the Securities and Exchange Commission, each of said attorneys to have power to act with or without the other, and to have full power and authority to do and perform, in the name and on behalf of each such officer and director of the Registrant who shall have executed such a power of attorney, every act whatsoever which such attorneys, or any one of them, may deem necessary or desirable to be done in connection therewith as fully and to all intents and purposes as such officer or director of the Registrant might or could do in person.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 18, 1996 and such signatures may be in counterparts:

SIGNATURE

TITLE

/s/ MICHAEL J. BROWN

Chairman of the Board of Directors, Chief
Executive Officer and President

Michael J. Brown

/s/ DANIEL R. HENRY

Director and Chief Operating Officer

Daniel R. Henry

/s/ STEVEN J. BUCKLEY

Director

Steven J. Buckley

/s/ ERIBERTO R. SCOCIMARA

Director

Eriberto R. Scocimara

/s/ ANDRZEJ OLECHOWSKI

Director

Andrzej Olechowski

/s/ THOMAS A. MCDONNELL

Director

Thomas A. McDonnell

SIGNATURE

TITLE

/s/ NICHOLAS B. CALLINAN

Director

Nicholas B. Callinan

/s/ BRUCE COLWILL

Chief Financial Officer and Chief
Accounting Officer

Bruce Colwill

II-5

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION
*1.1	Form of Underwriting Agreement.
3.1	Certificate of Incorporation.
3.2	By-Laws of the Company.
*4.2	Specimen of certificate for Shares, par value \$0.01, of the Company.
*5.1	Opinion of Arent Fox Kintner Plotkin & Kahn as to legality of the Shares.
10.1	Amended Agreement for Solution Delivery dated April 17, 1996 between Bank Access 24 Rt. and IBM World Trade Corporation.
10.2	Frame Contract dated February 20, 1996 between Bankomat 24 Sp. z o.o. and AT&T Global Information Solutions Polska, Sp. z o.o.
10.3	Exchange Agreement dated as of December 17, 1996 among the Company and the stockholders and optionholders of Euronet Holding N.V.
10.4	The Euronet Long-Term Incentive Plan.
*10.5	Form of Employment Agreement for Executive Officers.
21.1	List of Subsidiaries of Registrant.
23.1	Consent of KPMG Polska Sp. z o.o.
23.2	Consent of Arent Fox Kintner Plotkin & Kahn (included in Exhibit 5.1).
24.1	Power of Attorney (included in signatures).

- - - - -

*To be filed by amendment.

Exhibit 3.1
CERTIFICATE OF INCORPORATION
OF
EURONET SERVICES INC.

FIRST: The name of the corporation (the "Corporation") is:

Euronet Services Inc.

SECOND: (a) The address of the registered office of the Corporation in Delaware is:

Corporation Trust Center 1209 Orange
Street City of Wilmington, County of New
Castle Delaware 19801

(b) The name of the Corporation's registered agent at the address of its registered office is:

The Corporation Trust Company

THIRD: The purpose of the Corporation is to engage in, promote and carry on any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: (a) The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is Forty Million Shares (40,000,000) shares consisting of:

1. Ten Million (10,000,000) shares of preferred stock, par value one cent (\$.01) per share (the "Preferred Stock");
2. Thirty Million (30,000,000) shares of common stock, with a par value of one cent (\$.01) per share ("Common Shares");

(b) The Board of Directors is hereby expressly authorized, subject to any limitations prescribed by law, to provide for the issuance of the shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware (such certificate being hereinafter referred to as a "Preferred Stock Designation"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. The number of authorized shares of the Preferred Stock may be increased or decreased (but not below the number of shares thereof then

outstanding) by the affirmative vote of the holders of two-thirds (2/3) of the outstanding Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the terms of any Preferred Stock Designation.

FIFTH: The powers of the Incorporator are to terminate upon the election of the first Board of Directors. The name and address of the Incorporator are as follows:

Jeffrey B. Newman
c/o Arent Fox
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339

SIXTH: The Corporation shall be managed by the Board of Directors, which shall exercise all powers conferred under the laws of the state of Delaware. The number of directors shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors.

The directors, other than those who may be elected by the holders of any class or series of Preferred Stock, shall be divided into three classes, as nearly equal in number as reasonably possible, with the term of office of the first class to expire at the conclusion of the first annual meeting of stockholders, the term of office of the second class to expire at the conclusion of the annual meeting of stockholders one year thereafter and the term of office of the third class to expire at the conclusion of the annual meeting of stockholders two years thereafter, with each director to hold office until his or her successor shall have been duly elected and qualified. At each annual meeting of stockholders following such initial classification and election, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, with each director to hold office until his or her successor shall have been duly elected and qualified.

Notwithstanding any contained in this Certificate of Incorporation or the Bylaws of the Corporation to the contrary, the affirmative vote of the holders of at least 80% of the combined voting power of the then outstanding shares of stock of the Corporation then entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal this Article SIXTH.

SEVENTH: The provisions for the regulation of the internal affairs of the Corporation shall be stated in the Corporation's Bylaws, as they may be amended from time to time. The Board of Directors shall be authorized to adopt, amend or repeal the Bylaws.

- EIGHTH: The Corporation shall indemnify each of the individuals who may be indemnified to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as it may be amended from time to time ("Section 145"), (i) in each and every situation where the Corporation is obligated to make such indemnification pursuant to Section 145, and (ii) in each and every situation where, under Section 145, the Corporation is not obligated, but is permitted or empowered, to make such indemnification. The Corporation shall promptly make or cause to be made any determination which Section 145 requires.
- NINTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. This provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law of the State of Delaware is subsequently amended to further eliminate or limit the liability of the director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended General Corporation Law of the State of Delaware.
- TENTH: The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation.

By executing this Certificate of Incorporation, I hereby declare and certify that this is my act and deed and the facts stated in this Certificate of Incorporation are true.

Dated: December 13, 1996

Jeffrey B. Newman

Exhibit 3.2

BYLAWS
OF
EURONET SERVICES INC.
(the "Corporation")

ARTICLE I

OFFICES

The Corporation may have such office(s) at such place(s), both within and outside the State of Delaware, as the Board of Directors from time to time determines or as the business of the Corporation from time to time requires.

ARTICLE II

MEETINGS OF THE STOCKHOLDERS

Section 1. ANNUAL MEETINGS. Annual meetings of the stockholders shall be held on the 30th day of April, beginning in 1997, if not a legal holiday, or, if a legal holiday, then on the next business day following, or at such other date and time and at such place (within or outside the State of Delaware) as is designated from time to time by the Board of Directors and stated in the notice of the meeting. At each annual meeting the stockholders shall elect directors as provided in Section 1 of Article III and shall transact such other business as may properly be brought before the meeting.

Section 2. SPECIAL MEETINGS. Unless otherwise prescribed by law, the Certificate of Incorporation or these Bylaws, special meetings of the stockholders for any purpose or purposes may be called by the President or Secretary upon the written request of a majority of the total number of directors of the Corporation or of holders owning not less than 50 percent (50%) of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at any such meeting. Requests for special meetings shall state the purpose or purposes of the proposed meeting.

Section 3. NOTICES OF ANNUAL AND SPECIAL MEETINGS.

(a) Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, written notice of any annual or special meeting of the stockholders shall state the place, date and time thereof and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and shall be given to each stockholder of record entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days prior to the meeting.

(b) Notice of any meeting of stockholders (whether annual or special) to act upon an amendment of the Certificate of Incorporation, a reduction of stated capital or a plan of merger, consolidation or sale of all or substantially all of the Corporation's assets shall be given to each stockholder of record entitled to vote at such meeting not less than twenty (20) nor more than sixty (60) days before the date of such meeting. Any such notice shall be

accompanied by a copy of the proposed amendment or plan of reduction, merger, consolidation or sale.

Section 4. RECORD DATE.

a) In order that the Corporation may determine the stockholders entitled (i) to notice of or to vote at any meeting of stockholders or any adjournment thereof, (ii) to receive payment of any dividend or other distribution, or allotment of any rights, or (iii) to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors, in advance, may fix a date as the record date for any such determination, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to the date of any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting taken pursuant to Section 6 of Article II; provided, however, that the Board of Directors, in its discretion, may fix a new record date for the adjourned meeting.

b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting as provided in Section 8 of Article II, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the Delaware General Corporation Law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 5. LIST OF STOCKHOLDERS. At least ten (10) days (but not more than sixty (60) days) before any meeting of the stockholders, the officer or transfer agent in charge of the stock transfer books of the Corporation shall prepare and make a complete alphabetical list of the stockholders entitled to vote at such meeting, which list shows the address of each stockholder and the number of shares registered in the name of each stockholder. The list so prepared shall be maintained at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held, and shall be open to inspection by any stockholder, for any purpose germane to the meeting, during ordinary business hours during a period of no less than ten (10) days prior to the meeting. The list also shall be produced and kept open at the meeting (during the entire duration thereof) and, except as otherwise provided by law, may be

inspected by any stockholder or proxy of a stockholder who is present in person at such meeting.

Section 6. PRESIDING OFFICERS; ORDER OF BUSINESS.

(a) Meetings of the stockholders shall be presided over by the President, or, if the President is not present, by a Vice President, if any, or, if a Vice President is not present, by such person who is chosen by the Board of Directors, or, if none, by a chairperson to be chosen at the meeting by stockholders present in person or by proxy who own a majority of the shares of capital stock of the Corporation entitled to vote and represented at such meeting. The secretary of meetings shall be the Secretary of the Corporation, or, if the Secretary is not present, an Assistant Secretary, if any, or, if an Assistant Secretary is not present, such person as may be chosen by the Board of Directors, or, if none, by such person who is chosen by the chairperson at the meeting.

(b) The following order of Business, unless otherwise ordered at the meeting by the chairperson thereof, shall be observed as far as practicable and consistent with the purposes of the meeting:

(1) Call of the meeting to order.

(2) Presentation of proof of mailing of notice of the meeting and, if the meeting is a special meeting, the call thereof.

(3) Presentation of proxies.

(4) Determination and announcement that a quorum is present.

(5) Reading and approval (or waiver thereof) of the minutes of the previous meeting.

(6) Reports, if any, of officers.

(7) Election of directors, if the meeting is an annual meeting or a meeting called for such purpose.

(8) Consideration of the specific purpose or purposes for which the meeting has been called (other than the election of directors).

(9) Transaction of such other business as may properly come before the meeting.

(10) Adjournment.

Section 7. QUORUM; ADJOURNMENTS

(a) The holders of one-third of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at any given meeting present in person or by proxy shall be necessary to and shall constitute a quorum for the transaction of business at all meetings of the stockholders, except as otherwise provided by law or by the Certificate of Incorporation.

(b) If a quorum is not present in person or by proxy at any meeting of stockholders, the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, until a quorum is present in person or by proxy.

(c) Even if a quorum is present in person or by proxy at any meeting of the stockholders, the stockholders entitled to vote thereat present in person or by proxy shall have the power to adjourn the meeting from time to time for good cause, without notice of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, until a date which is not more than thirty (30) days after the date of the original meeting.

(d) Any business which might have been transacted at a meeting as originally called may be transacted at any meeting held after adjournment as provided in this Section 6 at which reconvened meeting a quorum is present in person or by proxy. Anything in paragraph (b) of this Section 6 to the contrary notwithstanding, if an adjournment is for more than thirty (30) days, or if after an adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 8. VOTING.

(a) At any meeting of stockholders every stockholder having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise provided by law or by the Certificate of Incorporation, each stockholder of record shall be entitled to one vote (on each matter submitted to a vote) for each share of capital stock registered in his, her or its name on the books of the Corporation.

(b) Except as otherwise provided by law or by the Certificate of Incorporation, all matters shall be determined by a vote of a majority of the shares present in person or represented by proxy and voting on such matters.

Section 9. ACTION BY CONSENT. Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action. All written consents shall be filed with the minutes of the meetings of the stockholders.

ARTICLE III

DIRECTORS

Section 1. GENERAL POWERS; NUMBER; TENURE. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors, which may exercise all powers of the Corporation and perform or authorize the performance of all lawful acts and things which are not by law, the Certificate of Incorporation or these Bylaws directed or required to be exercised or performed by the stockholders. The number of directors of the Corporation shall be as provided by the Certificate of Incorporation. The directors shall be elected at the annual meeting of the stockholders (except as otherwise provided in Section 2 of this Article III). The directors, other than those who may be elected by the holders of any class or series of preferred stock, shall be divided into three classes, as nearly equal in number as reasonably possible, with the term of office of the first class to expire at the conclusion of the first annual meeting of stockholders, the term of office of the second class to expire at the conclusion of the annual meeting of stockholders one year thereafter and the term of office of the third class to expire at the conclusion of the annual meeting of stockholders two years thereafter, with each director to hold office until his or her successor shall have been duly elected and qualified. At each annual meeting of stockholders following such initial classification and election, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, with each director to hold office until his or her successor shall have been duly elected and qualified. Directors need not be stockholders nor residents of the State of Delaware.

Section 2. VACANCIES. Vacancies and newly created directorships may be filled by a majority of the directors then in office, although less than a quorum, or by the sole remaining director. When one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office until the next annual meeting of the stockholders or until his successor has been elected and has qualified.

Section 3. REMOVAL; RESIGNATION.

(a) Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, at any meeting of the stockholders called expressly for such purpose any director may be removed, with or without cause, by a vote of stockholders holding a majority of the shares issued and outstanding and entitled to vote at an election of directors.

(b) Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, if any, the President, or the Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect upon delivery thereof to the Board of Directors or the designated officer. A resignation need not be accepted in order for it to be effective.

Section 4. PLACE OF MEETINGS. The Board of Directors may hold both regular and special meetings either within or outside the State of Delaware, at such place as the Board from time to time deems advisable.

Section 5. ANNUAL MEETING. The annual meeting of each newly elected Board of Directors shall be held as soon as is practicable (but in no event more than ten (10) days) following the annual meeting of the stockholders, and no notice to the newly elected directors of such meeting shall be necessary for such meeting to be lawful, provided a quorum is present thereat.

Section 6. REGULAR MEETINGS. Additional regular meetings of the Board of Directors may be held without notice, at such time and place as from time to time may be determined by the Board of Directors.

Section 7. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the Chairman of the Board, if any, or by the President or by any two (2) directors upon two (2) days' notice to each director if such notice is delivered personally or sent by telegram, or upon five (5) days' notice if sent by mail.

Section 8. QUORUM; ADJOURNMENTS. A majority of the number of directors then in office shall constitute a quorum for the transaction of business at each and every meeting of the Board of Directors, and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as may otherwise specifically be provided by law, the Certificate of Incorporation or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 9. COMPENSATION. Directors shall be entitled to such compensation for their services as directors as from time to time may be fixed by the Board of Directors and in any event shall be entitled to reimbursement of all reasonable expenses incurred by them in attending directors' meetings. Any director may waive compensation for any meeting. No director who receives compensation as a director shall be barred from serving the Corporation in any other capacity or from receiving compensation and reimbursement of reasonable expenses for any or all such other services.

Section 10. ACTION BY CONSENT. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting and without prior notice if a written consent in lieu of such meeting which sets forth the action so taken is signed either before or after such action by all directors. All written consents shall be filed with the minutes of the Board's proceedings.

Section 11. MEETINGS BY TELEPHONE OR SIMILAR COMMUNICATIONS. The Board of Directors may participate in meetings by means of conference telephone or similar communications equipment, whereby all directors participating in the meeting can hear each other at the same time, and participation in any such meeting shall constitute presence in person by such director at such meeting. A written record shall be made of all actions taken at

any meeting conducted by means of a conference telephone or similar communications equipment.

ARTICLE IV
COMMITTEES

Section 1. COMMITTEES. (a) The Board of Directors, by resolution duly adopted by a majority of directors at a meeting at which a quorum is present, may appoint such committee or committees as it shall deem advisable and with such limited authority as the Board of Directors shall from time to time determine.

(b) The Board of Directors shall have the power at any time to fill vacancies in, change the membership of, or discharge any committee.

(c) Members of any committee shall be entitled to such compensation for their services as such as from time to time may be fixed by the Board of Directors and in any event shall be entitled to reimbursement of all reasonable expenses incurred in attending committee meetings. Any member of a committee may waive compensation for any meeting.

No committee member who receives compensation as a member of any one or more committees shall be barred from serving the Corporation in any other capacity or from receiving compensation and reimbursement of reasonable expenses for any or all such other services.

(d) Unless prohibited by law, the provisions of Section 10 ("Action by Consent") and Section ("Meetings by Telephone or Similar Communications") of Article III shall apply to all committees from time to time created by the Board of Directors.

ARTICLE V

OFFICERS

Section 1. POSITIONS. The officers of the Corporation shall be chosen by the Board of Directors and shall consist of a President, a Secretary and a Treasurer. The Board of Directors also may choose a Chairman of the Board, one or more Vice Presidents, Assistant Secretaries and/or Assistant Treasurers and such other officers and/or agents as the Board from time to time deems necessary or appropriate. The Board of Directors may delegate to the President of the Corporation the authority to appoint any officer or agent of the Corporation and to fill a vacancy other than the President, Secretary or Treasurer. The election or appointment of any officer of the Corporation in itself shall not create contract rights for any such officer. All officers of the Corporation shall exercise such powers and perform such duties as from time to time shall be determined by the Board of Directors. Unless otherwise provided in the Certificate of Incorporation, any number of offices may be held by the same person .

Section 2. TERM OF OFFICE; REMOVAL. Each officer of the Corporation shall hold office at the pleasure of the Board and any officer may be removed, with or without cause, at any time by the affirmative vote of a majority of the directors then in office, provided that any officer appointed by the President pursuant to authority delegated to the President by the Board of Directors may be removed, with or without cause, at any time whenever the President in his or her absolute discretion shall consider that the best interests of the Corporation shall be served by such removal. Removal of an officer by the Board or by the President, as the case may be, shall not prejudice the contract rights, if any, of the person so removed. Vacancies (however caused) in any office may be filled for the unexpired portion of the term by the Board of Directors (or by the President in the case of a vacancy occurring in an Office to which the President has been delegated the authority to make appointments).

Section 3. COMPENSATION. The salaries of all officers of the Corporation shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary by reason of the fact that he also receives from the Corporation compensation in any other capacity.

Section 4. CHAIRMAN OF THE BOARD. The Chairman of the Board, if any, shall be an officer of the Corporation and, subject to the direction of the Board of Directors, shall perform such executive, supervisory and management functions and duties as from time to

time may be assigned to him or her by the Board. The Chairman of the Board, if present, shall preside at all meetings of the stockholders and all meetings of the Board of Directors.

Section 5. PRESIDENT. The President shall be the chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall have general charge of the business, affairs and property of the Corporation and general supervision over its other officers and agents. In general, the President shall perform all duties incident to the office of President of a stock corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. Unless otherwise prescribed by the Board of Directors, the President shall have full power and authority on behalf of the Corporation to attend, act and vote at any meeting of security holders of other corporations in which the Corporation may hold securities. At any such meeting the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities which the Corporation possesses and has the power to exercise. The Board of Directors from time to time may confer like powers upon any other person or persons.

Section 6. VICE PRESIDENTS. In the absence or disability of the President, the Vice President, if any (or in the event there is more than one, the Vice Presidents in the order designated, or in the absence of any designation, in the order of their election), shall perform the duties and exercise the powers of the President. The Vice President(s), if any, also generally shall assist the President and shall perform such other duties and have such other powers as from time to time may be prescribed by the Board of Directors.

Section 7. SECRETARY. The Secretary shall attend all meetings of the Board of Directors and of the stockholders and shall record all votes and the proceedings of all meetings in a book to be kept for such purposes. The Secretary also shall perform like duties for the Executive Committee or other committees, if required by any such committee. The Secretary shall give (or cause to be given) notice of all meetings of the stockholders and all special meetings of the Board of Directors and shall perform such other duties as from time to time may be prescribed by the Board of Directors, the Chairman of the Board, if any, or the President. The Secretary shall have custody of the seal of the Corporation, shall have authority (as shall any Assistant Secretary) to affix the same to any instrument requiring it, and to attest the seal by his or her signature. The Board of Directors may give general authority to officers other than the Secretary or any Assistant Secretary to affix the seal of the Corporation and to attest the affixing thereof by his or her signature.

Section 8. ASSISTANT SECRETARY. The Assistant Secretary, if any (or in the event there is more than one, the Assistant Secretaries in the order designated, or in the absence of any designation, in the order of their election), in the absence or disability of the Secretary, shall perform the duties and exercise the powers of the Secretary. The Assistant Secretary(ies), if any, shall perform such other duties and have such other powers as from time to time may be prescribed by the Board of Directors.

Section 9. TREASURER. The Treasurer shall have the custody of the corporate funds, securities, other similar valuable effects, and evidences of indebtedness, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the

Corporation in such depositories as from time to time may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation in such manner as may be ordered by the Board of Directors from time to time and shall render to the Chairman of the Board, the President and the Board of Directors, at regular meetings of the Board or whenever any of them may so require, an account of all transactions and of the financial condition of the Corporation.

Section 10. ASSISTANT TREASURER. The Assistant Treasurer, if any (or in the event there is more than one, the Assistant Treasurers in the order designated, or in the absence of any designation, in the order of their election), in the absence or disability of the Treasurer, shall perform the duties and exercise the powers of the Treasurer. The Assistant Treasurer(s), if any, shall perform such other duties and have such other powers as from time to time may be prescribed by the Board of Directors.

ARTICLE VI

NOTICES

Section 1. FORM; DELIVERY. Any notice required or permitted to be given to any director, officer, stockholder or committee member shall be given in writing, either personally, by facsimile or by first-class mail with postage prepaid, in either case addressed to the recipient at his or her address and/or facsimile telephone number as it appears in the records of the Corporation. Personally delivered notices shall be deemed to be given at the time they are delivered at the address of the named recipient as it appears in the records of the Corporation, and mailed notices shall be deemed to be given at the time they are deposited in the United States mail. Notice to a director also may be given by telegram sent to his address as it appears on the records of the Corporation and shall be deemed given at the time delivered at such address.

Section 2. WAIVER; EFFECT OF ATTENDANCE. Whenever any notice is required to be given by law, the Certificate of Incorporation or these Bylaws, a written waiver thereof, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be the equivalent of the giving of such notice. In addition, any stockholder who attends a meeting of stockholders in person, or who is represented at such meeting by a proxy, or any director or committee member who attends a meeting of the Board of Directors or a committee thereof shall be deemed to have had timely and proper notice of the meeting, unless such stockholder (or his or her proxy) or director or committee member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

ARTICLE VII

INDEMNIFICATION AND EXCULPATION; TRANSACTIONS WITH AFFILIATED PERSONS

Section 1. INDEMNIFICATION AND EXCULPATION. Reference is hereby made to Section 145 of the General Corporation Law of the State of Delaware (or any successor provision thereto). The Corporation shall indemnify each person who may be indemnified (the "Indemnitees") pursuant to such section, to the full extent permitted thereby. In each and every situation where the Corporation may do so under such section, the Corporation hereby obligates itself to so indemnify the Indemnitees, and in each case, if any, where the Corporation must make certain investigations on a case-by-case basis prior to indemnification, the Corporation hereby obligates itself to pursue such investigation diligently, it being the specific intention of these Bylaws to obligate the Corporation to indemnify each person whom it may indemnify to the fullest extent permitted by law at any time and from time to time. To the extent not prohibited by Section 145 of the General Corporation Law of the State of Delaware (or any other provision of the General Corporation Law of the State of Delaware), the Indemnitees shall not be liable to the Corporation except for their own individual willful misconduct or actions taken in bad faith. Expenses incurred by an officer or director in defending any action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding to the fullest extent permitted by subsection (e) of Section 145.

Section 2. COMMON OR INTERESTED OFFICERS AND DIRECTORS. The officers and directors shall exercise their powers and duties in good faith and with a view to the best interests of the Corporation. No contract or other transaction between the Corporation and one or more of its officers or directors, or between the Corporation and any corporation, firm, association or other entity in which one or more of the officers or directors of the Corporation are officers or directors, or are pecuniarily or otherwise interested, shall be either void or voidable because of such common directorate, officership or interest, because such officers or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies the contract or transaction, or because his, her or their votes are counted for such purpose, if (unless otherwise prohibited by law) any of the conditions specified in the following paragraphs exist:

(a) the material facts of the common directorate or interest or contract or transaction are disclosed or known to the Board of Directors or committee thereof and the Board or committee authorizes or ratifies such contract or transaction in good faith by the affirmative vote of a majority of the disinterested directors, even though the number of such disinterested directors may be less than a quorum; or

(b) the material facts of the common directorate or interest or contract or transaction are disclosed or known to the stockholders entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) the contract or transaction is fair and commercially reasonable to the Corporation at the time it is authorized, approved or ratified by the Board, a committee thereof, or the stockholders, as the case may be.

Common or interested directors may be counted in determining whether a quorum is present at any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract

or transaction with like force and effect as if he, she or they were not such officers or directors of such other corporation or were not so interested.

ARTICLE VIII

STOCK CERTIFICATES

Section 1. FORM; SIGNATURES. Each stockholder who has fully paid for any stock of the Corporation shall be entitled to receive a certificate representing such shares, and such certificate shall be signed by the Chairman of the Board, if any, or the President or a Vice President, if any, and by the Treasurer or an Assistant Treasurer, if any, or the Secretary or an Assistant Secretary, if any, of the Corporation. Signatures on the certificate may be facsimile, in the manner prescribed by law. Each certificate shall exhibit on its face the number and class (and series, if any) of the shares it represents. Each certificate also shall state upon its face the name of the person to whom it is issued and that the Corporation is organized under the laws of the State of Delaware. Each certificate may (but need not) be sealed with the seal of the Corporation or facsimile thereof. In the event any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate ceases to be such officer, transfer agent or registrar before the certificate is issued, the certificate nevertheless may be issued by the Corporation with the same effect as if such person were such officer at the date of issue of the certificate. All stock certificates representing shares of capital stock which are subject to restrictions on transfer or to other restrictions may have imprinted thereon a notation of such restriction.

Section 2. REGISTRATION OF TRANSFER. Upon surrender to the Corporation or to any transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation, or its transfer agent, shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon the Corporation's books.

Section 3. REGISTERED STOCKHOLDERS. Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person who is registered on its books as the owner of shares of its capital stock to receive dividends or other distributions (to the extent otherwise distributable or distributed), to vote (in the case of voting stock) as such owner, and to hold liable for calls and assessments a person who is registered on its books as the owner of shares of its capital stock. The Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person. The Corporation (or its transfer agent) shall not be required to send notices or dividends to a name or address other than the name or address of the stockholders appearing on the stock ledger maintained by the Corporation (or by the transfer agent or registrar, if any), unless any such stockholder shall have notified the Corporation (or the transfer agent or registrar, if any), in writing, of another name or address at least ten (10) days prior to the mailing of such notice or dividend.

Section 4. LOST, STOLEN OR DESTROYED CERTIFICATE. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation which is claimed to have been lost, stolen or destroyed, upon the making of an

affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion, may require as a condition precedent to issuance that the owner of such lost, stolen or destroyed certificate, or his or her legal representative, advertise the same in such manner as the Board shall require and/or to give the Corporation a bond in such sum, or other security in such form, as the Board may direct, as indemnity against any claim that may be made against the Corporation with respect to the certificate claimed to have been lost, stolen or destroyed.

ARTICLE IX

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. CONTRACTS. The Chairman of the Board, if any, or the President or a Vice President, if any, may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, except as otherwise provided by law, the Certificate of Incorporation, these By-laws or a duly adopted resolution of the Board of Directors.

Section 2. LOANS. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name without the endorsement of the Chairman of the Board, if any, the President or a Vice President, if any, unless expressly authorized by resolution of the Board of Directors. The Corporation shall have the power to borrow funds on the personal credit of its officers and directors if authorized by a resolution of the directors and shall be empowered to lend funds to its officers and directors upon an appropriate resolution.

Section 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the Chairman of the Board, if any, the President or a Vice President, if any, unless and until specifically changed by a resolution of the Board of Directors.

Section 4. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Chairman of the Board, if any, the President or a Vice President, if any, may select except as otherwise specified by resolution of the Board of Directors.

ARTICLE X

GENERAL PROVISIONS

Section 1. DIVIDENDS. Subject to the General Corporation Law of the State of Delaware and to any provisions of the Certificate of Incorporation relating to dividends, dividends upon the outstanding capital stock of the Corporation may be declared by the Board of Directors at any annual, regular or special meeting and may be paid in cash, in property or in shares of the Corporation's capital stock.

Section 2. RESERVES. The Board of Directors, in its sole discretion, may fix a sum which may be set aside or reserved over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish or vary such fund or funds.

Section 3. FISCAL YEAR. The fiscal year of the Corporation shall be the calendar year.

Section 4. SEAL. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "Delaware" .

Section 5. AMENDMENT OF THE BYLAWS. To the extent not prohibited by law, the Board of Directors shall have the power to make, alter and repeal these Bylaws, and to adopt new bylaws, in all cases by an affirmative vote of a majority of the whole Board, provided that notice of the proposal to make, alter or repeal these Bylaws, or to adopt new bylaws, is included in the notice of the meeting of the Board of Directors at which such action takes place.

SECRETARY'S CERTIFICATION

I hereby certify that these Bylaws were adopted by this Corporation by unanimous written consent of the Board of Directors effective as of the _____ day of _____, 199__.

Name:
Title: Secretary

EXHIBIT 10.1

IBM WORLD TRADE CORPORATION
Old Orchard Road, Armonk, New York 10504, USA
(hereinafter IBM)

Amended Agreement for Solution Delivery

between IBM and

Bank Access 24	Contract Nr.: SDAHUN94003
1023 Budapest	Amendment Nr.: 8
Zsigmond ter 10	Total Price at least DM 28,792,484
(hereinafter "Customer")	(see Note 1 below)

ESTIMATED SOLUTION DELIVERY DATE:

October 1994 through March 1998 for Delivery, through March 2004 for Maintenance

ELEMENTS SPECIFIED

IBM Products
 IBM Licensed Programs
 Professional Services
 Foreign Trade Services
 Non-IBM Products

APPLICABLE CONDITIONS:

1. Solution Delivery Agreement Conditions (see pages 2-5)
2. Delivery forecast (for information purposes only)
3. Financial conditions for an early termination of the project
4. Attached Agreements:

APPENDIX A: Loan Agreement (including list of loan equipment)

APPENDIX B: Foreign Trade Assignment

APPENDIX B1: Foreign Trade Services - Poland

APPENDIX C: Terms and Conditions for Purchase and Supplement

APPENDIX D: Terms and Conditions for IBM Licensed Programs and Supplement

APPENDIX E: Terms and Conditions for IBM System Service and Order for IBM Machine Service

APPENDIX F: Terms and Conditions for Non-IBM Products

APPENDIX G: Special Terms and Conditions for Delivery in Poland

APPENDIX H: Ordering and Delivery Process

The Customer acknowledges to have received and read all the contractual conditions included in, and/or referred to, in this Solution Delivery Agreement and its Appendices. This Solution Delivery Agreement is signed by the Customer and accepted by IBM when signed by their authorized representatives. The Customer acknowledges and accepts that IBM WTC is hereby assigning to IBM Hungary resp. Poland all rights and obligations IBM WTC has under Appendices E (Terms and Conditions for IBM System Service) and Appendix B, B1 (Foreign Trade Assignment resp. Services) hereof. The countersignature of IBM may be replaced by a written confirmation by IBM Central Europe & Russia Inc. that IBM has accepted this Solution Delivery Agreement.

According to the terms of this Solution Delivery Agreement IBM retains title of each ATM until fulfillment of all payment obligations for the delivery of that ATM. IBM acknowledges that Bank Access 24 has assigned purchasing rights to hardware and software licenses to HFT who thereby acquire title to the machines as soon as they have been paid for and shipped. All other obligations remain with Bank Access 24.

Note 1. With effect from the date of signature of Amendment Nr. 3 all prices in this Agreement for goods and services subsequently delivered shall be calculated in USD, converted at the rate of 1.58 DM = 1 USD.

Bank Access 24

IBM World Trade Corporation

signed: /s/

/s/

(for and on behalf of)

April 17, 1996

29th April 1995

(Date)

(Date)

I. SOLUTION DELIVERY AGREEMENT CONDITIONS:

PREAMBLE

WHEREAS the Customer intends to create a national network of Automatic Teller Machines (ATM's) throughout Hungary, offering banks an opportunity to provide advanced retail services to their customers;

WHEREAS the Customer intends to provide client banks in Hungary with a large publicly accessible and demographically chosen network of ATM's and the customer file verification capabilities; whereas the Customer intends to run this network with advanced technology, a high level of reliability and customer service;

WHEREAS the Customer has examined offers for this Project from different sources and decided to use the advanced ATM solutions offered by IBM;

NOW THEREFORE the undersigning Parties enter into a cooperation to execute the above described Project in Hungary with the terms and conditions specified in this Solution Delivery Agreement.

SUBJECT

Subject to the Solution Delivery Agreement is the delivery to the Customer of one or more specified individual items, in accordance with the relevant Agreements attached hereto, at a Single Fixed Price.

Any additional products not listed in the Supplements of Appendices A through F respectively, are subject to a separate agreement between the Parties.

Appendices A, B, B1, C, D, E, F, G and H form an integral part of this Solution Delivery Agreement.

The provisions of this Agreement regarding maintenance and the Maintenance Agreement will continue in effect for the entire time for which may Maintenance Settlement Amount is paid by the Customer.

In the original Agreement, the general term ATM referred to the IBM 4785. In Amendment No. 1 the term ATM refers to the IBM 4785, 4782 or 4788 interchangeably. In Amendment No. 3 the term ATM refers to the IBM 4781, 4782, 4783, 4785, 4788 or 4789 interchangeably. In amendment No. 7 the term ATM refers to any self service ATM or Cash Dispenser which is either generally announced and made available by IBM in the territory of this Agreement or not generally announced and made available by IBM in the territory of this Agreement but mutually agreed by Parties to be subject to the terms of this Agreement. Where a particular model is intended it will be so specified.

In respect of ATMs ordered for Hungary after the signature of Amendment No. 2 the feature number 4531 (Keyboard Display Module) will no longer be supplied with the ATMs. Instead the non-IBM products described in Appendix F will be supplied - their prices are included in the ATM prices in Appendix C. The IBM Maintenance described in Appendix E does not apply to the Non-IBM Products.

DELIVERY

IBM will deliver each specified individual item under:

1. the conditions of the corresponding attached Agreements/s
2. these Solution Delivery Agreement Conditions.

In case of conflict, the Solution Delivery Agreement Conditions together with Appendix G prevail.

The Estimated Solution Delivery Date specified in this Solution Delivery Agreement (and its Attachments) is for Customer planning purposes only.

Deliveries will be mutually agreed, and each delivery will be initiated by a request from the Customer. The first delivery was to consist of the AS/400 and 3 4785s. Immediately prior to this delivery, further 4785s were to be ordered by the Customer making a total of at least 10 for delivery in the fourth quarter of 1994.

The Customer will take delivery of at least 50 ATMs. The Customer will make every effort to ensure that each subsequent delivery contains at least 10 ATMs.

The Customer will order a delivery to occur at least every four months assuming a 60 day lead time and will take delivery of said items.

In order to facilitate the ordering and delivery procedure between Parties, Parties will follow the process defined in the Ordering and Delivery Procedure (Appendix H).

The Customer will take delivery of a combination of ATM models with an invoiced contract value of at least DEM 2.133.750, = each year after 1994 until the end of the contract delivery period.

The Customer will take delivery of at least 34 additional 4785s (after signature of Amendment No. 1) by September 1995.

If the Customer does not adhere to this, he will be deemed to have terminated for convenience in accordance with the Termination Clause below at the date when non-compliance becomes apparent.

SINGLE FIXED PRICE/ PAYMENT

The Customer will pay the Single Fixed Price in accordance with the relevant provision of the Terms and Conditions for Purchase (unless the Termination Clause below applies).

The Single Fixed Price is a fixed price; it override any provision contained in the attached Agreements concerning variations to the IBM standard prices;

The Single Fixed Price includes the installation costs for the delivered ATMs under this Agreement.

Installation here means:

- * conversion of ATM on safe location until delivery to site
- * unpacking
- * setting up
- * checking configuration
- * taking care of missing or defective parts if necessary
- * loading ATM software

- offline testing at a test location (assuming that line is available)

The Single Fixed Price is specified in the Solution Delivery Agreement on page 1 as "Total Price". However the Customer will be invoiced this Total Price split into two separate sets of invoices issued by IBM WTC and IBM Hungary resp. IBM Poland respectively, and amounting together to the Total Price as specified above; the local invoice will be converted to the equivalent of the DEM amount in local currency according to the Terms and Conditions and its Attachments specified in Appendix E (Terms and Conditions for IBM System Service) and Appendix B (Foreign Trade Assignment) and Appendix B1 (Foreign Trade Services).

Upon the Customer's written request IBM will provide further information regarding prices and charges for any Products, Programs and Services furnished by IBM under this Agreement.

The Single Fixed Price payment includes an element of DEM 100,000.- for future as yet unspecified enhancements to the loan AS/400, which the Customer may reasonably require during the course of the solution implementation. These upgrades are deliverable after the Customer has taken delivery of ATM's in the invoiced and paid value of at least DEM 3,922,979. The Customer will notify IBM of its requirements in writing and IBM will place these enhancements on order and deliver them, notifying the Customer of the amount remaining of the DEM 100,000,-

In case of later upgrade of ATM's bought under this Agreement or configuration changes based on announcements of new products, IBM will endeavour to apply the same pricing principles and methodology as applied for the calculation of the present Single Fixed Price for hardware, software and services.

For the duration of this Agreement IBM will not bid or charge a lower price and service charge per ATM in other comparable customer situations and under comparable terms and conditions in Hungary for the purchase of 400 or less ATMs of substantially similar configuration as the ones included in Appendix C.

The above commitment applies only until the end of March 1998.

There will be no retrospective reductions in price of machines or service.

The Single Fixed Price will be paid in installments corresponding to delivery's; the maintenance portion will be paid quarterly in advance, starting at the end of the warranty period of each machine. Three weeks before shipment of a particular delivery IBM will send to the Customer an Advance Invoice stating its value. The Customer is eligible for a 2% prepayment discount if payment is received in IBM's bank account before the equipment arrives at IBM's Distribution Centre in Germany.

TAXES AND FEES

In addition the Customer will pay amounts equal to any taxes and fees relating to the Agreement or any activities hereunder.

END-USER ENTERPRISE DESIGNATION

IBM's granting of the single fixed price is dependent on the Customer's assurance that it is acquiring the products delivered under this Solution Delivery Agreement for installation and use within its own business enterprise in Hungary resp, Poland and not for remarketing.

For the purpose of this Solution Delivery Agreement an end-user enterprise is defined as a company or a group of associated companies and/or subsidiaries of the Customer in which one such company owns, directly or indirectly, more than 50% of each of the subsidiaries or associates which will use the products delivered under this Solution Delivery Agreement in the ordinary course of business and not for resale or lease.

COOPERATION ON EXCHANGE OF EXPERIENCE

In order to gain a wide range of experience about the Hungarian market reactions to the extended appearance of ATM's and in order to examine the operation of the first Hungarian banking network technology, IBM will provide an AS/400 on a loan basis at the premises on the Customer to support the introduction and execution of the Project outlined in the Preamble, subject to the Terms and Conditions specified in the attached Loan Agreement (Appendix A).

In return, the Customer shall provide IBM with appropriate information on his knowledge, experience and progress with the operation of the subject banking network outlined in the Preamble through periodic reviews with the responsible IBM team on a quarterly basis, which period might be lengthened by mutual agreement depending on the result of the reviews.

WARRANTY

1. IBM Products and IBM Licensed Programs:
IBM warrants that specified Products and Licensed Programs are compatible and can operate with one another. The warranty provisions included in the relevant attached Agreements shall apply.
2. Non-IBM Products:
Warranty for Non-IBM Products is the exclusive responsibility of the Third Party Supplier. IBM has no warranty obligations with respect to these products:

MAINTENANCE

In order to achieve a professional and high standard level of maintenance to the Machines subject to this Agreement, (including loan equipment) for the post warranty fixed period of five years, for each machine (including loan equipment) maintenance in accordance with the attached Maintenance Agreement (Appendix E) is an integral part of this Agreement and has been included in the Single Fixed Price.

Maintenance will start at the end of the standard warranty period for each machine, including loan equipment.

The following service levels will be maintained by IBM.

- measurement of equipment availability will be made by the Customer every quarter
- subject to the exclusions below, IBM will achieve the following levels of availability for the hardware items as follows

I. AS/400: 98% of maintenance service period.

2. ATM within 60 km's of Budapest: 95% of maintenance service period
3. ATM more than 60 km's from Budapest: 93% of maintenance service period
4. no machine will be unavailable for more than 24 hours at one time

* exclusions

1. any time outside the service period
 2. any preplanned downtime (planned maintenance, relocation, software loading, reconfiguration, etc.)
 3. downtime caused by any software faults.
 4. time lost between the identification and reporting of the fault, if this exceeds 30 minutes
 5. time lost between the arrival of the IBM specialist and his full (see Customer Responsibilities) access to the machine, if this exceeds 15 minutes.
 6. downtime resulting from external reasons (power loss, AS/400 fault in case of ATM's, postal line fault, etc.)
 7. downtime caused by mistreatment of the machine
 8. downtime caused by the lack of supplies
 9. downtime caused by absence of money in the ATM
 10. downtime caused by force majeure independent of IBM and the Customer such as but not limited to strike, disturbance, uprising, war, natural disaster, vandalism, intervention by authorities, etc.
 11. failure by the Customer to follow IBM's environmental recommendations
- * the IBM specialist is entitled to record any of the events at the time
- * the Customer will evaluate the availability of each machine, every quarter
- * if the availability for any machine does not meet or exceed the above standards the Customer will advise IBM in writing, giving details of the downtime(s)
- * IBM will examine its own records and, in the event that IBM agrees with the Customers' evaluation, the service charge for that quarter for that machine will be waived
- * in the event that IBM does not agree, the two Parties will meet and come to an agreement on the basis of both sets of documentation
- * if for any machine it is agreed that the above levels have not been met for four quarters the Customer will be entitled to terminate the Maintenance Agreement for that machine (without affecting the other parts of this SDA Agreement) without paying any maintenance settlement amount for that machine.
- * if the problem defined in the preceding paragraph occurs for twenty machines the Customer will be entitled to terminate the complete Maintenance Agreement (without affecting the other parties of this SDA Agreement), without paying any maintenance settlement amount.

IBM's LIABILITY

The configuration of the AS/400 has been defined by the Customer and its subcontractors. Given that total system performance is dependent on application system characteristics and the Customer is contracting separately for the application system, responsibility for the satisfactory performance of the system lies with the Customer.

IBM's liability to the Customer is exclusively set forth in the "Limitation of Remedies" provisions included in the relevant attached Agreements. IBM specifically excludes any and all liability for any damages deriving from Non-IBM Products or Non-IBM Services. For such damages shall be exclusively responsible the Third Party Supplier.

IBM does not accept responsibility for loss of programs, programming, data or funds contained in the ATMs caused by theft.

CUSTOMER RESPONSIBILITIES

During periods when IBM or IBM-contracted personnel are attending to the equipment by agreement with the Customer, for whatever purpose, it is the Customer's sole responsibility to ensure adequate armed protection, in conformity with international standards and Hungarian resp. Polish law, for the said personnel throughout the period of attendance. On request the Customer will remove funds from the equipment at the commencement of the period of attendance.

The Customer will follow IBM's recommendations concerning the environment set

up for the ATM's which will be notified at time of delivery.

CHANGES

Any request for change to the Solution Delivery Agreement must be submitted in writing to the other Party. Within 30 days from the receipt of the request, the receiving party will send its written answer to the other party indicating whether the change can be made.

IBM will describe the effect of such Customer requested change upon dates, price, schedule and other terms and conditions of the Agreement.

The agreed changes will be executed by the Parties in the form of an amendment to the Agreement.

Pending agreement to implement changes, IBM will proceed in accordance with the latest authorized terms and conditions of the Agreement.

TERMINATION

1. Termination for convenience

Subject to the other provisions of this Agreement, the Customer may terminate this Agreement for convenience upon at least 30 days prior written notice to IBM, although this is not the intention of the Customer at contract signature date.

If the Customer terminates this Agreement for convenience prior to the delivery of all Products and Services as included in the Single Fixed Price, the Customer agrees to pay IBM on the effective date of the termination, the Settlement Amounts, as specified in Attachment 3 to this Agreement, which the Parties agree is the Customers sole and exclusive liability for such termination.

However, the Settlement Amounts as specified in Attachment 3 do not take into account additional amounts which might be payable by the Customer in case the Customer chooses to acquire loan equipment or related licenses as described hereafter.

2. Effect on loan equipment after termination for convenience

* 2/A In case Customer decides to cease trading in Hungary

The Customer, at his risk and cost, will return the loan equipment and materials as listed in Appendix A of this Agreement including any enhancements made thereto to a location specified by IBM within 15 days after the effective date of the termination and, if applicable, compensate IBM for damages in accordance with Section 8 of Appendix A, Loan Agreement.

In addition, a Maintenance Settlement Amount will be calculated and due in accordance with Attachment 3 to this Agreement.

This section does not apply to the equipment and materials about which Parties agree that they would be transferred in accordance with subsection B/ of this article.

* 2/B In case the Customer continues trading in Hungary, but decides to purchase ATMs with a total contract value of less than DEM 16.557.900,=

Notwithstanding section 1/Termination for Convenience:

IBM agrees to sell to the Customer upon the Customer's request the IBM equipment then currently being on loan. The price for the loan equipment then to be paid ("the Loan Settlement Amount") will be calculated as described in Attachment 3 to this Agreement. The then applicable IBM terms and conditions will apply to such sale. In addition, a Maintenance Settlement Amount will be calculated and due in accordance with Attachment 3 to this Agreement. For generally available commercial software, covered by Copyright owned by IBM and not otherwise owned by or licensed to the Customer in accordance with this Agreement, which is running on the loan machines, IBM will upon the Customer's request provide a license to the Customer for its use upon terms and prices at the then current IBM Terms and Conditions.

3. Termination after first quarter 1998

If the Customer has after the first quarter 1998 not achieved the committed quota i.e., total hardware and software to a value which, together with projected maintenance revenues for the 5 year term per ATM, totals at least DM 28,492,784. Parties will settle their accounts in accordance with the calculation method for the Settlement Amounts as described in Attachment 3.

The Maintenance Settlement Amount and the Loan Settlement Amount as well as related licenses (all when applicable) are due on top of the Termination Settlement amount.

4. Termination for Breach of Contract

The Terms and Conditions in the Attached Agreements apply.

PUBLIC RELATIONS

IBM is ready to share the fact of cooperation with the Customer with the public; however, any publicly available disclosure of information on this Agreement, irrespective of the media of disclosure, shall be discussed and mutually agreed by both Parties prior to such disclosure.

GENERAL

This Agreement replaces all previous oral or written agreements and documentations in relation to the subject of this Agreement.

In particular, upon signature, Amendment No. 8, consisting of a revised version of the original Agreement, signed 16th December 1994, and amended by Amendment No. 1, signed 3rd May 1995, Amendment No. 2, signed 20th June 1995, Amendment No. 3, signed 22nd September 1995, Amendment No. 4 signed Nov 27th and Dec 5th 1995, Amendment No. 5 signed 6th December 1995 and Amendment No. 6 signed 18th December 1995 and Amendment No. 7 signed 29th February 1996 replaces said amended original Agreement, which remains in force until such signature. Changed items in Amendment No. 8 are highlighted by bold type and underlining.

IBM has the right to subcontract any part of the products and services provided under this Solution Delivery Agreement to independent subcontractors selected by IBM.

APPLICABLE LAW

The Solution Delivery Agreement will be governed by the laws of Austria.

ARBITRATION

All disputes and controversies between the Parties arising out of or in connection with this Agreement or its implementation, performance or interpretation shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Federal Economic Chamber in Vienna (Vienna rules) by three arbitrators appointed in accordance with said Rules. The arbitration shall be held in Vienna, Austria and the official language of the proceedings shall be English. The decision of the arbitrators shall be final and binding upon both parties and therefore the

parties pursuant to paragraph 598(2) of the Austrian Code of Civil Procedure, expressly waive the application of paragraph 595(1) figure 7 of said Code.

2. DELIVERY FORECAST

The Delivery forecast is for information purposes only.

October 1994: AS/400 host
AS/400 software
10x 4785s
ATM software

Each quarter 1995:
20xATMs, ATM software

Each quarter 1996:
30xATMs, ATM software

Each quarter 1997:
40xATMs, ATM software

First quarter 1998:
30xATMs, ATM software

3. FINANCIAL CONDITIONS FOR AN EARLY TERMINATION OF THE PROJECT CONDITIONS

If the Customer terminates this Agreement for Convenience according to the Termination clause of the SDA conditions, the Customer shall pay to IBM within 30 days from the effective date of such termination a Termination Settlement Amount, a Maintenance Settlement amount and a Loan Settlement amount defined below.

1. The Termination Settlement amount for the hardware is the following.

- Case A: no longer applicable
- Case B: minimum DEM 4.267.500, = In this case the Termination Settlement Amount is 30% of the amount already invoiced to date in addition to any outstanding invoices.
- Case C: minimum DEM 8.535.000, = In this case the Termination Settlement Amount is 21% of the amount already invoiced to date in addition to any outstanding invoices.
- Case D: minimum DEM 12.802.500, = In this case the Termination Settlement Amount is 7% of the amount already invoiced to date in addition to any outstanding invoices.

2. The Maintenance Settlement amount is the difference between the amount already invoiced to date and 5 years maintenance fee for each loaned and purchased ATMs, computers and peripherals at per month fee declared in the Appendix E of the Agreement. Payment will continue to be made quarterly in advance. The Customer will continue to receive maintenance.

3. The Loan Settlement Amount is:

- in the case that Section 2/A of the Termination Clause above applies: nothing.
- in the case the Section 2/B of the Termination Clause above applies:
for the A5/400 depending on the date of termination, not more than the linearly proportionate figure over time between the original quoted price (i.e. DEM 370,000.-) and the 5 year price as quoted in Section 1 of Appendix D, plus additionally with effect from Amendment No. 8 the same linear calculation between price of the upgrade (i.e. DEM 233,756 less DEM 29451 paid by the Customer) and the 5 year price in Section 1 of Appendix D.

for the ATMs, depending on the date of termination, not more than the linearly proportionate figure between the original quoted price (see above) and for the different alternatives specified under Section 1 of the Financial Conditions for an Early Termination of the Project the following applies:

- A: no longer applicable
- B: 25% of original quoted price
- C: 20% of original quoted price
- D: 15% of original quoted price

4. The Termination Settlement Amount for Software is; any outstanding invoice.

TERMS AND CONDITIONS FOR IBM LICENSED PROGRAMS

Edition: April 1996

Country of Installation HUNGARY

IBM World Trade Corporation (IBM) will grant the Customer a license to use specified licensed programs (Programs) under the following and any additional terms and conditions incorporated by reference in an accepted Supplement. The Supplement and its incorporated terms and conditions constitute the entire Agreement. The Agreement is effective upon signature of the Supplement by the Customer and IBM's countersignature. The Countersignature of IBM may be replaced by a written confirmation on the respective Supplement by an IBM subsidiary that IBM has accepted the Supplement. This is a License Agreement and not an agreement for sale. IBM retains the title to the copy of the Program and any copy made from it. Upon acceptance of the Supplement, IBM grants to the Customer a non transferable, non-exclusive license in the Country of Installation to use the Programs specified in the Supplement.

IBM's obligations under this Agreement may be fulfilled either by IBM or its Designee. The supply of Programs is subject to any applicable authorizations, licenses and permits which may be required.

1. DEFINITIONS

a. Program

means 1) instructions, statements or any data base in machine readable form; and/or 2) any related materials, including documentation and listings, in either machine readable or printed form; and 3) all copies thereof whether in whole or in part. Programs are copyrighted.

b. Use

relating to the machine readable portion of a Program means

- its reproduction through any act of loading, displaying, running, transmitting or storage in whole or in part into or on the designated machine for processing.
- its adaptation for the purpose of merger in whole or in part with other programs for Customer's own processing;

c. Designated Machine

means the machine, specified in the Supplement, on which the Customer uses the Program for processing.

d. Licensed Program Specifications

means a Program Description, provided by IBM and updated from time to time, for Programs for which IBM assumes warranty.

e. Specified Operating Environment

means machines, equipment and programs with which each Program is designed to operate as stated in the respective Program Specifications or Product Information, or as otherwise specified by IBM.

f. Group

means the machine group of the Designated Machine, as specified in the current Group Exhibit.

g. Group Exhibit

means an exhibit issued by IBM, listing IBM or non-IBM machines by Group. IBM may issue revised Group Exhibits from time to time, indicating its effective date, whereby machines may be re-

assigned to another Group and other modifications be made. The Group Exhibits are integral part of the Agreement. The terms of a Group Exhibit will prevail over these terms in case of conflict.

h. Supplement

means an order placed by the Customer and accepted by IBM in accordance with IBM's then current procedure.

i. Date of Availability

means the date 20 days after shipment (for the countries: Armenia, Belarus, Georgia, Kazakhstan, Kirghizia, Moldova, Russia and Ukraine 30 days), or, for Additional Licenses the date the Customer has copied the Program.

j. Shipment date

means the date on which the Programs are delivered to the carrier at the Distribution Center Nieder-Roden, Germany.

2. CHARGES

a. Calculation of Charges

- 1) Charges for a Program may consist of periodic charges and/or one-time charges as specified by IBM in the Supplement.
- 2) The charges for a program include carriage to the Distribution Platform. The Distribution Platform is specified in the Supplement.
- 3) The charges may vary based on the Group of the Designated Machine, the configuration of the Designated Machine and/or the number of Additional Licenses of the Program used by the Customer. Designated Machines not listed in the Group Exhibit belong to the Group with the highest charges.
 - a) Changes or upgrades of the Designated Machine to a Group with higher charges will result in an additional one-time charge, respectively in the higher periodic charges of the new Group. Changes or downgrades of the Designated Machine to a Group of lower charges will result in the periodic charges of the new Group. The Customer will inform IBM in writing of the date of any such change to the Designated Machine and, at IBM's request, certify the accuracy of the current Group.
 - b) If IBM reassigns the Designated Machine to a Group with higher charges, the resulting increase in charges will be considered a price change. If the reassignment is to a Group with lower charges, these will only apply to charges due after the effective date of the revised Group Exhibit.

No refund of charges due or previously paid will be made except as stated in clause 3 paragraphs b.1), or c.
- 4) IBM may define special use conditions for designated IBM Licensed Programs. These conditions including the charges applicable for such use conditions will be specified in the Supplement.
- 5) For certain Programs, IBM may designate one or more replacement Programs. When the Customer replaces a discontinued Program, additional charges may apply to the replacement Program. If specified by IBM, the replacement Program may be obtained before discontinuing the Program being replaced.
- 6) In addition the Customer will pay amounts equal to any taxes and fees resulting from the Agreement or any activities hereunder, including customs duties, importation charges and bank charges, if any.

b. Change of Charges

- 1) One-time charges are subject to change by IBM upon notice, effective immediately. However, to orders received by IBM before date of the notice, the increase will not apply if the effective date of the increase is after the date IBM has received full payment, or if within 3 months after the notice, (i) IBM ships the Program, (ii) the Customer makes an additional copy, or (iii) a Group upgrade occurs.
- 2) Periodic charges may be increased upon three (3) months prior written notice to be applied to the next payment period, starting on or after the effective date of the increase, unless IBM has already received payment in full.

3. PAYMENT

a. One-time and periodic charges will be due on/from the Date of Availability, or, for Programs with a testing period, upon its expiry. All charges are invoiced in advance and payable as stated below. Periodic charges are prorated based on a 30-day month. Interest under 3.e. is due and payable immediately upon receipt of invoice from IBM.

b. One-time charges

For programs subject to one-time charges one of the following two payment options shall apply.

- 1) The Customer shall pay to IBM in cash the total charges as specified by IBM. This amount must be received by IBM at least ten (10) days prior to the estimated shipment date, respectively prior to a Customer initiated Group change and/or prior to the use of an Additional License. In case the Customer terminates the license during a testing period, IBM will credit the paid charges, less certain charges (process charges) as specified in the Supplement, to the Customer.
- 2) At least thirty (30) days prior to the estimated shipment date of the Programs, respectively prior to a Customer initiated Group change and/or to the use of an Additional License the Customer shall at his own expense furnish IBM with a promissory note, or an irrevocable letter of credit or a bank guarantee, guaranteed or issued - as the case may be - by a bank and in a form and at terms, acceptable to IBM, covering the total charges plus any related charges as invoiced by IBM.

c. Periodic charges

For Programs subject to periodic charges and to periodic charges combined with one-time charges as specified in the Supplement, one of the following two payment options shall apply.

- 1) The Customer will pay in cash the periodic charges for a period of at least twelve (12) months. The first payment plus related one-time charges as specified by IBM must be received by IBM at least ten (10) days prior to the estimated shipment date, respectively prior to a Customer initiated Group change and/or prior to the use of an Additional License. The following payments for periods of at least twelve (12) months have to be received by IBM at the date specified by IBM in the invoice.
- 2) Upon request by IBM, the Customer shall provide IBM with a revolving bank guarantee of a bank and in a form and at terms acceptable to IBM, at least thirty (30) days prior to the estimated shipment date of the Programs, respectively prior to a Customer initiated Group change and/or prior to the use of an Additional License at his own expense. Such guarantee shall initially be valid until the date six (6) months after the end of the payment period of the first in-

voice and cover the total amount of charges becoming due during this period. Thereafter the guarantee shall automatically be prolonged on a revolving basis for six (6) months covering the total amount of charges becoming due during such period until the license(s) for the respective Program(s) is (are) terminated and all payment obligations with respect thereto have been fully satisfied. In the event of an increase of the periodic charges the Customer shall adjust the applicable bank guarantee accordingly within thirty (30) days from the effective date of the increase.

Invoices will be issued quarterly in advance on a calendar year basis covering all charges of the respective quarter and are payable within thirty (30) days from the date of invoice.

The first invoice will cover the period between the Date of Availability, or for Programs with a testing period, the first business day following the testing period, respectively the day of a Customer initiated Group change and the end of the quarter - calendar year based - to which this day belongs, including all related one-time charges.

In case the Customer terminates the license, IBM will issue a credit for periodic charges already paid for the rest of the period following such termination pro rata based on a 30-day month. Any decreases of the applicable charges and/or Group charges during a payment period will be credited to the Customer based on the same rule.

- d. The failure of the Customer to comply with any of the obligations as specified in this clause 3 gives IBM the right to terminate the Supplement forthwith and discontinue the license(s) for the Program(s) thereunder or, in case to Program(s) not yet shipped, to delay their shipment or cancel the affected Supplement(s).
- e. Interest for delayed payment
In case of delayed payment IBM may charge interest at the rate specified in the Supplement for amounts overdue.

4. LICENSE

- a. Each license granted authorizes the Customer to:
 - 1) use the Program's machine readable portion on the Designated Machine;
 - 2) store the Program in, transmit it through, and display it on, machines associated with the Designated Machine;
 - 3) utilize the Program's printed portion in support of the Customer's authorized use of the Program; and/or
 - 4) reproduce the Program's machine readable portion into any machine readable or printed form to provide sufficient copies (including a back-up copy) to support the Customer's authorized use of the Program; such copies become subject to the terms of this Agreement.
- b. Programs may not be otherwise reproduced or translated whether for reverse assembly or reverse compilation or any other purpose.
- c. Program materials labeled as "Restricted Materials of IBM", may be used by the Customer only for the following purposes:
 - 1) to make modifications to the Customer product and/or programs so that they will function with the applicable IBM Program; and
 - 2) to make modifications to such Program; and
 - 3) to assist in problem determination and resolution associated with use of such Program.

- d. IBM may specify a usage restriction for certain Programs. Any usage exceeding this restriction requires a separate license and/or payment of further charges. When IBM specifies that a Program is delivered for purpose of storage only, such Programs may be copied into a machine but not otherwise used except under the provisions of a separate authorization.
- e. A separate license is required for each Machine on which the Customer uses the Program except that the Customer may:
- 1) change the Designated Machine or make any upgrade or downgrade thereto subject to written confirmation from IBM and acceptance of any consequent revision to charges; and
 - 2) temporarily use the Program on a back-up machine whilst the Designated Machine is inoperable; and
 - 3) assemble or compile the Program on another machine if the Designated Machine is not capable of doing so; and
 - 4) in the event that IBM grants an installation license, use the Program on any machine in the same installation (single room or contiguous rooms) as the Designated Machine; and
 - 5) in the event that IBM grants a location license, use the Program on any Customer machine in the same location (single building or postal address) as the Designated Machine.

A subsequent release of the same program number may be used for production/testing while productive use of the previous release continues on the same Designated Machine.

f. Additional Licenses

The Customer may order Additional Licenses for a Program which IBM previously distributed to it. The Customer may copy the machine readable portion of a previously distributed Program, for use on another machine, provided IBM has received the signed Supplement for the Additional License and the Customer has fulfilled its payment obligations as set forth under 3. above. The Customer shall inform IBM of the date the Program has been copied.

This Additional License is subject to confirmation by IBM within 2 months by countersigning the Supplement. Without such confirmation, any use of the Additional License after 2 months is in violation of the Agreement.

For some Programs IBM may specify that Additional Licenses are available through the Distributed Systems License Option (DSLO) procedure. If specified by IBM, the Customer may obtain one or more licenses in addition to the initial license ("Basic License") for a DSLO Charge. For each DSLO license, unless IBM provides otherwise, the Customer will:

- 1) copy the Program's machine readable portion and use such copy on the DSLO Designated Machine;
 - 2) distribute to, install and test on the DSLO Designated Machine any new release, correction or bypass which IBM provides to the Basic License Designated Machine;
 - 3) communicate with IBM in respect of problem documentation and identification, and receive program services and warranty (if any) only through the Basic License location.
 - 4) designate a new Basic License to replace a terminated Basic License. If a terminated Basic License is not replaced, all related DSLO licenses are automatically considered as terminated.
- g. If "Feature Distribution" is indicated in the Supplement for a feature of a Program, the Customer may distribute and use copies of that feature on machines other than the Designated Machine under the provisions of a separate authorization.
- h. Program material provided by IBM in printed or other non-machine readable form may not be copied. Additional copies may be licensed at a charge. On request, following general availability, the Program's printed portion may be shipped up to 6 months in advance.

- i. The machine readable documentation may include IBM designated "L", "G" and "S" manuals, which IBM may provide as a feature for the Program. The Customer may use, copy and modify such documentation as specified by IBM.

5. TERMINATION

- a. The Customer may terminate the license for any Program by written notice as follows:
 - 1) during the testing period, at any time with immediate effect;
 - 2) following expiry of any testing period, upon at least 1 month's written notice.
- b. IBM may terminate the license with immediate effect if the Customer is in breach of any of its obligations under the Agreement, or as specified in the Supplement.
- c. Within 1 month after termination of the license, the Customer will destroy all applicable copies of the Program, including the Program which is a data base, translations or modifications and remove the Program from all updated works. One copy may be retained for archival purposes only.

This requirement does not apply to individual pieces of data base obtained from a Program which constitutes a data base and which constitute a minor part thereof. Upon IBM's written request, the Customer will certify that it has fully complied with this section.

6. SHIPMENT AND RISK OF LOSS OR DAMAGE

- a. IBM will specify the estimated shipment date of each Program. Either party may change it as necessary.
- b. Risk of loss or damage passes to the Customer upon delivery. Thereafter, IBM will replace lost or damaged programs, at applicable charges, if any, for handling and media.

7. TESTING

During the testing period, if any, the Customer may use the Program free of charge and for non-productive purposes only, to determine that it meets the Customer's requirements. The testing period commences on the Date of Availability.

The Customer will notify IBM if the Program is used for productive purposes, upon which the testing period will terminate immediately.

There is no testing period for DSLO licenses.

8. PROTECTION AND SECURITY

The Customer is responsible for taking appropriate action to satisfy its obligations under the Agreement, including:

- a. not distributing any Program without IBM's written consent;
- b. not giving access to a Program which is a data base to others nor make any data in the data base available to any other person.
- c. not making the Program available to others, except when: a) on the Customer's premises or b) authorized by the Customer to have remote access to it, for purposes specifically related to authorized use;

14

- d. reproducing IBM's copyright notice(s) and any other legend on any authorized copy in accordance with IBM's copyright instructions;
- e. maintaining records of the number and location of all copies of any Program and advise IBM in writing if the original or any copy will be kept at premises other than that of the Designated Machine;
- f. before disposing of any media, ensuring that any Program contained on it has been erased or destroyed.

9. WARRANTY

- a. IBM warrants that any Program, for which IBM warranty is specified, will conform, at shipment date, to the current Licensed Program Specifications. This warranty applies only if the Program is properly used in a Specified Operating Environment. While Program Services are available, the Customer may inform IBM if it believes that the Program does not meet its specifications. IBM will provide Program Services as described under section "Program Services". All other Programs are distributed "as is" without a warranty of any kind.
- b. IBM does not warrant that the Program will operate in all selected combinations or that it will meet the Customer's requirements. It is state of the art that uninterrupted or error-free operation cannot be warranted.
- c. The foregoing warranties are in place of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

10. PROGRAM SERVICES

- a. IBM may specify that Program Services are available, if any, without additional charge for certain Programs. Such services will be available from IBM after delivery of the Program or after the Customer has copied the Program under an Additional License, to assist in problem diagnosis and resolution in any unaltered portion of a current release of such Programs, provided the defect can be reproduced by IBM in the Specified Operating Environment.
- b. If Central Service is provided, IBM's designated Central Service locations will accept documentation, prepared and submitted by the Customer in a standard format, indicating a defect in a program under program service. Central Service will respond by issuing:
 - 1. defect correction information,
 - 2. a restriction, or
 - 3. a bypass.
- c. IBM may also specify that it will provide the Customer with telephone assistance in problem diagnosis and resolution through a Support Center.
- d. For each version of a Program, IBM will specify that Program Services, if any, will be available 1) until discontinued by IBM on 6 months written notice or 2) until a designated date. In addition, when a subsequent Program release becomes available, IBM may discontinue Program Services for any or all previous releases. IBM does not guarantee service results or that IBM will be able to correct all Program defects.

11. PATENTS AND COPYRIGHTS

IBM, at its expense, will defend the Customer against any claim that a Program licensed under the Agreement infringes a patent or copyright effective in the Country of Installation. IBM will pay all costs,

damages and attorney fees that a court finally awards as a result of such claim, provided that the Customer a) gives IBM prompt written notice of any such claim and b) allows IBM to control, and fully cooperates with IBM in, the defense and all related settlement negotiations.

If a Program becomes, or IBM believes it is likely to become, the subject of such a claim, IBM, at its option and expense, may either secure for the Customer a right of continued use or replace or modify it so that it becomes non-infringing. If neither of these alternatives is available on terms which IBM judges to be reasonable, the Customer on request will return the Program. IBM will grant the Customer a credit for any Program whose total charges are fully paid or, in case of periodic charges already paid, IBM will issue a credit for the rest of the period following such return pro rata based on a 30-day-month.

IBM shall have no obligation with respect to any claim based on the Customer's modification of Programs or their combination, operation or use with apparatus, data or programs not furnished by IBM or in other than the Specified Operating Environment.

This clause states IBM's entire obligation to the Customer regarding infringement or the like.

12. LIABILITY

- a. IBM's entire liability and the Customer's exclusive remedy are as follows:

In all situations involving non-performance of a warranted Program, IBM will attempt to make it operate as warranted. If, after repeated efforts, IBM does not succeed, the Customer is entitled to recover actual damages to the limits set forth in this clause. Such limits also apply to any other claim involving IBM's performance.

- b. IBM's liability for actual damages from any cause will be limited to the greater of:

- 1) DM 150,000 (one hundredfifty thousand Deutsch Mark), or
- 2) the one-time charge paid for, or due, or any charges which would be due for 12 months' use of the individual Program that caused the damages, or that is the subject matter of, or is directly related to, the cause of action. Such charges shall be those in effect when the cause of action arose.

The above limitation applies, regardless of the form of action, whether in contract or in tort including negligence, except in respect of:

- 1) payments made under the clause "Patents and Copyrights"; and
 - 2) claims related to personal injury or damage to real property or tangible personal property caused solely by IBM's negligence.
- c. In no event will IBM be liable for any damages caused by the Customer's failure to perform its responsibilities, or arising during the testing period from non-performance of Programs or any lost profits, lost savings, incidental damages, other economic consequential damages, or any claim made against the Customer by any other party, except under the clause "Patents and Copyrights", even if IBM has been advised of the possibility of such damages, loss or claim.

The limitation of remedies described in this section also applies to any developer of a Program supplied to IBM, IBM's and its developer's limitation of remedies are not cumulative. Such developer is an intended beneficiary of this section.

13. GENERAL

- a. The Customer may not grant sub-licenses with respect to the Program.
- b. The Customer may not assign or transfer the Agreement or any rights or obligations under it, or the Program without IBM's prior written consent.

- c. IBM may modify these terms only on at least 3 months' prior written notice to the Customer, except that modifications to the termination provisions shall be effective only for orders received by IBM after the date of notice of modification.
- d. No actions, regardless of form, arising out of the Agreement, may be brought by either party more than three years after the cause of action or, in the case of payment, more than three years after the date that the last payment was due. Except that, in respect of the Customer's obligations under "Protection and Security", the period for such actions shall be six years.
- e. The Customer is responsible for the selection, installation and use of the Programs and the results obtained therefrom, as well as their combination with each other, or with other programs, programming, equipment or services.
- f. Neither party shall be responsible for failure to fulfil its obligations due to causes beyond its control.
- g. The Customer agrees that Programs and technical data provided under this Agreement are subject to all applicable export control laws and regulations, e.g. those of the exporting country and the United States of America. IBM's obligations under this Agreement and IBM's performance of any related activity are subject to export licensing which is beyond IBM's control and for which IBM does not assume any responsibility.
- h. The Agreement will be governed by the laws of Austria.

All disputes arising out of this Agreement or related to its violation, termination or nullity shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration shall be held in Vienna, Austria, and the official language of the proceedings shall be English. The decision of the arbitrators shall be final and binding upon both parties and therefore the parties, pursuant to paragraph 598(2) of the Austrian Code of Civil Procedure, expressly waive the application of paragraph 595(1) figure 7 of the said Code.

IBM may, however, institute proceedings in a competent court in the Country of Installation.

EXHIBIT 10.2

2/20/96

FRAME CONTRACT BANKOMAT 24/AT&T/1/96
This Frame Contract ("Contract") is concluded between

AT&T GLOBAL INFORMATION SOLUTIONS POLSKA, SP.Z.O.O
01-687 Warszawa
ul.Lektykarska 29

registration - District Court for the capital city of Warsaw
in the XVI Economic Department
under the number RHB 26954

REPRESENTED BY:
KRZYSZTOF GAJOR AND ROGER HEINZ
hereinafter referred to as "AT&T GIS"

and

BANKOMAT 24, SP.ZO.O
65-79 Jerozolimski Avenue
00-697 Warsaw Poland

REPRESENTED BY:

.....

hereinafter referred to as "BANKOMAT 24"

AT&T GIS and Bankomat 24 are sometimes referred to individually as a "Party"
and collectively as the "Parties."

THIS CONTRACT INCLUDES:

- Article 1 Scope of this Contract
 - Article 2 Prices
 - Article 3 Payment terms
 - Article 4 Terms of equipment delivery and transfer of risk
 - Article 5 Ownership right/transfer of title
 - Article 6 Installation and transfer of equipment
 - Article 7 Acceptance of works
 - Article 8 Guarantee
 - Article 9 Force majeure
 - Article 10 Arbitration
 - Article 11 Non-Disclosure
 - Article 12 Summary
-
- Exhibit 1 Delivery contract AT&T GIS/Bankomat 24/2/96
 - Exhibit 2 The agreed configuration and prices for the present contract
-
- Enclosure 1 Reception Protocol
 - Enclosure 2 Installation Protocol

ARTICLE I

SCOPE OF THIS AGREEMENT

Section 1. This Contract covers delivery and installation of 400 Automatic Teller Machines ("ATMs") in Central and Eastern Europe, together with software and training supplied by AT&T GIS or its legal successors to Bankomat 24 or its sister or parent company during the period 1996 to 1998. Bankomat 24 shall order the ATMs during this period by execution of separate delivery contracts in the form attached as Exhibit 1 ("Delivery Contracts").

Section 2. AT&T GIS acknowledges that the purchaser of ATM's under this Contract may, at the option of Bankomat 24, be Bankomat 24, any affiliate of Bankomat 24 or a financing or leasing company (the "Leasing Company") which has granted financing to Bankomat 24 for the purpose of acquiring ATMs under this Contract. AT&T GIS agrees to make amendments to the terms of this Contract and the Delivery Contracts as necessary to comply with the terms required by any such Leasing Company.

ARTICLE 2

PRICES

Section 1. AT&T GIS ensures Bankomat 24 that it shall apply its catalogue prices, less a discount that is at least equal to the percentage discount established for current catalogue prices, attached as Exhibit 2. The prices for each order of ATMs shall be confirmed in each Delivery Contract. Prices are established in US dollars.

Section 2. Bankomat 24 shall purchase at least 400 ATMs under this Contract at the prices defined herein before the end of 1998, provided that the purchase obligation shall not apply if AT&T GIS fails in fulfilling its contract obligations or such failure occurs in the quality of the product(s) or delivery of service(s) which causes a disruption in Bankomat 24 delivery consistent quality services to its customers. Until Bankomat 24 has purchased 400 ATM's hereunder or until

December 31, 1998, whichever is earlier, Bankomat 24 may not purchase for installation in Poland any ATM's from another supplier, provided that it may purchase used ATM's from financial institutions and from other customers of Bankomat 24 when such customers are making such purchase a conditions of Bankomat's rendering service to such customers. The restriction on Bankomat 24 from purchasing ATMs from another supplier as provided in the preceding sentence shall be the sole sanction on Bankomat 24 for any failure of Bankomat 24 to purchase the defined quantity of ATMs hereunder. AT&T GIS acknowledges, further, that Bankomat 24 may purchase ATMs from IBM under existing arrangements with IBM or when the technical conditions at an Installation Site, as hereinafter defined, are such that an AT&T GIS ATM cannot be used at such Installation Site.

Section 3. For a period of two years commencing on the date of the delivery of each AT&T GIS ATM hereunder, Bankomat 24 shall not resell such AT&T GIS ATM at a price which is less than the purchase price of such ATMs purchased by Bankomat 24 without the prior written approval of AT&T GIS. This provision shall not restrict Bankomat 24 from reselling ATMs to its affiliates or from reselling any used non AT&T GIS ATMs.

Section 4. The price of the equipment and software includes delivery to the site which has been designated by Bankomat 24 as the place of installation of the ATM (the "Installation Site") not later than two weeks before the planned delivery, together with packaging, unpacking assembly, short training regarding the start up of the ATM, testing and insurance up to the time of transfer of risk as provided in Article 4, Section 5. The price of the equipment and software does not include any construction or preparation work required at the Installation Site related to installation of the ATM.

Section 5. Prices for ATMs purchased under this Contract may be revised if AT&T GIS discontinues manufacture of a model and replaces it with another, provided that the percentage discount against the list price granted to Bankomat 24 shall not be less than the percentage applied to the corresponding model at the time of this contract, as reflected in Exhibit 2.

Section 6. The given prices do not include customs duties and VAT tax, which will be paid by Bankomat 24. AT&T GIS will customs clear ATMs on behalf of Bankomat 24, under powers of attorney granted by Bankomat 24 to AT&T GIS. The base of customs and duty fees' calculation will be the contract prices.

Section 7. AT&T GIS may revise its prices if an unforeseeable change occurs in the legislation of Poland which substantially increases the cost to AT&T GIS of manufacture of the ATMs. In the event AT&T GIS increases its prices under this Contract, Bankomat 24 will have the option of either accepting such price increase or terminating this Contract.

ARTICLE 3

PAYMENT TERMS

Section 1. Bankomat 24 shall pay AT&T GIS as follows:

Section 1.1. Fees for training ordered by Bankomat 24 in addition to start up training shall be paid in full within 14 days after receiving the commercial invoice or the completion of the training, whichever is later.

Section 1.2. Twenty per cent (20%) of the purchase price of equipment and software covered by a Delivery Contract shall be paid within 14 days after the date on which such Delivery Contract is confirmed, by transfer to the account identified by AT&T GIS.

Section 1.3. Seventy per cent (70%) of the purchase price of equipment and software covered by a Delivery Contract shall be paid within 14 days after AT&T GIS submits to Bankomat 24 the VAT invoice for installed ATMs, which shall occur after both parties have executed the Reception Protocol for such ATMs, as hereinafter defined, but not later than six weeks after AT&T GIS has given Bankomat 24 notice that the ATMs concerned are ready for delivery to their designated Installation Sites (the "Delivery Notice"). Partial shipments and payments under a Delivery Contract are permissible.

Section 1.4. The remaining ten per cent (10%) of the purchase price for the equipment and software shall be paid within 14 days after signing the Installation Protocol (Enclosure 2) in accordance with Article 7, but not later than 2 months

after the Delivery Notice has been given. This installment shall be payable within such 2 month period if technical acceptance of the ATM cannot be completed due to Bankomat 24's fault.

Section 1.5. Amounts due under this Contract shall be paid to the account identified by AT&T GIS in USD.

Section 2. The parties may, by mutual agreement, notify the payment terms provided herein.

Section 3. If Bankomat 24 fails to make payment when due, it shall pay a penalty in the amount of 0,1% of costs of amount unpaid for each day payment is late.

Section 4. The penalties provided in this Contract are not the exclusive remedies for default, and the Parties may pursue any other remedies permitted under general rules of law.

ARTICLE 4

TERMS OF EQUIPMENT DELIVERY AND TRANSFER OF RISK

Section 1. Responsibility for, and the cost of, packaging and marking the ATMs sold hereunder shall be borne by AT&T GIS.

Section 2. AT&T GIS shall be responsible for insuring the ATMs during the period up to and including the time of Risk Transfer (as hereinafter defined). All costs for such insurance costs shall be borne by AT&T.

Section 3. AT&T GIS supervises the correct unloading of goods. Unloading costs are borne by Bankomat 24.

Section 4. AT&T GIS shall prepare the ATMs for delivery to each Installation Site (including unpacking, assembly and testing) at its own assembly platform (the "AT&T GIS Platform"). It shall give a Delivery Notice to Bankomat 24 when each ATM is ready for delivery to the Installation Site for which such ATM has been ordered. Bankomat 24 shall then notify AT&T GIS that the Installation Site is ready and the Parties shall coordinate installation as described in Article 6. Installation (and final delivery of Bankomat 24) shall be complete when the ATM has been connected to the Bankomat 24 network, is "on line," the tests described in Article 6 have been successfully completed and the Installation

Protocol has been executed. In the event that Bankomat 24 has not successfully installed its communication system prior to completion to that what is described above and all the necessary tests had been completed, the ATM installation will have then been named complete after 24 hours of completion of the Installation Protocol.

Section 5. Transfer of risk of loss of the ATMs to Bankomat 24 ("Risk Transfer") shall occur after delivery.

ARTICLE 5

OWNERSHIP RIGHT/TRANSFER OF TITLE

SECTION 1. The ATMs shall remain in the ownership of AT&T GIS until full payment of the purchase price has been made. Upon completion of payment, ownership will be transferred to Bankomat 24.

SECTION 2. Until the transfer of ownership to AT&T GIS, Bankomat 24 will treat the ATMs with due care and shall not take any actions which are inconsistent with AT&T's ownership.

SECTION 3. Know-how connected with the ATMs constitute the intellectual property of AT&T GIS. This provision shall not affect Bankomat 24's know-how associated with its ATM network.

ARTICLE 6

INSTALLATION AND TRANSFER OF EQUIPMENT

SECTION 1. Bankomat 24 is responsible for the technical preparation of the Installation Sites in order to permit scheduled installation, in accordance with the requirements of AT&T.

SECTION 2. AT&T shall notify Bankomat of its requirements regarding the Installation Sites immediately after execution of this Contract. The cost of preparation of the Installation Site shall be borne by Bankomat 24.

Section 3. AT&T shall carry out the installation of the equipment within eight work days from the time Bankomat 24 notifies AT&T GIS that the Installation Site is ready, provided such sites are, in fact, ready.

Upon completion of the preliminary installation, a test corresponding to AT&T's standard test program shall be conducted in order to check the technical and operational functioning of the ATM, and an actual cash withdrawal transaction will be attempted. The first 10 ATMs must meet this provision. There after an actual cash withdrawal is not required unless AT&T has a greater than 2 failures with an actual cash withdrawal. With the exception of the first 5 ATMs Bankomat 24 commits itself to loading the cash for an ATM cash withdrawal test within 4 hours of completion of installation, provided AT&T meets its installation deadline. If the results of such tests are not successful, AT&T GIS shall take actions aiming at correcting the operation of the ATM, and the tests shall be repeated. When the results of the tests are successful, a protocol in the form attached as Exhibit 2 (the "Installation Protocol") shall be and signed by AT&T GIS and Bankomat 24.

Section 4. Completeness of the delivery shall be checked by AT&T GIS and Bankomat 24.

Section 5. In the event the ATMs do not correspond in any fashion to the specifications of a Delivery Contract and such failure does not impair the temporary use of the ATM by Bankomat 24 (such as when components of the ATM do not correspond to specifications), AT&T GIS will rectify such failure within four weeks from the date of notification by Bankomat 24 of such failure.

Section 6. Damaged encryption modules shall be repaired, and those incompatible with the contract specification exchanged by AT&T GIS, within four weeks from the date Bankomat notifies AT&T GIS of the damage.

ARTICLE 7

ACCEPTANCE OF WORKS

Section 1. The Installation Protocol signed by AT&T GIS and Bankomat 24 shall be the basis for stating that the order was fulfilled.

Section 2. The following protocols shall be executed:

- - 1 protocol concerning the delivery of the equipment in accordance with the specification (the "Reception Protocol") presented in enclosure No. 1.
- - 1 protocol concerning the installation of the equipment and standard software, together with documentation (the "Installation Protocol").

ARTICLE 8

WARRANTY

AT&T GIS is responsible for delivering the ATMs and software provided by AT&T in a faultless condition and their proper installation. AT&T GIS grants a warranty on the ATMs, all ATM sub-assemblies together with software, for a period of 12 months as provided in this Article. AT&T GIS warrants the proper operation of the whole system in accordance with conditions and configuration presented in the orders.

Section 1. The warranty for the purchased equipment is valid from the date of completion of installation of the ATM, as confirmed in the Installation Protocol, provided that the guarantee period shall begin not later than two months after a Delivery Notice was given, if the delay of installation is the fault of Bankomat 24.

Section 2. If there are defects in the products sold hereunder during the warranty period, AT&T GIS is obliged to repair or, if required, replace the products or parts of the products. The warranty also covers replaced parts during the warranty period. The original parts which have been replaced shall be returned to AT&T GIS at AT&T GIS's expense.

Section 3. The time for repairing a fault shall not exceed 48 hours from the moment AT&T GIS is informed of such fault. At the moment of Bankomat 24 having a total of 100 ATMs located in Poland the time for repairing a fault shall not

exceed 24 hours. Four hours after the notification, AT&T GIS shall present Bankomat 24 information on the nature of the fault, the action that will be taken to repair the fault and the amount of time necessary for the repair (so called reaction time). Notice of any fault shall be submitted in a written form (fax) by the ATM system operator in the Head Office of Bankomat 24, as identified to AT&T GIS from time to time. Notifications concerning faults shall be accepted from 8:00 AM to 22:00 PM. Notifications given after 22:00 shall be treated as a notification accepted at 8:00 AM on the following day. Confirmation of the acceptance of the given notification shall be sent to the Head Office of Bankomat 24 no later than 1 hour after notification is sent by Bankomat 24. A response concerning notification regarding an error in Bankomat 24's systems software shall be given within one week of receipt of notification. Such response shall contain an indication of the amount of time which will be necessary to rectify the problem.

Section 4. The warranty does not cover faults resulting from improper use or maintenance of ATMs.

Section 5. The warranty shall not cover faults that are caused by the use of materials that are not in conformity with AT&T GIS standards. Use of AT&T GIS materials is recommended, but are not required, as long as the materials used comply with AT&T GIS standards. AT&T GIS shall deliver a list of recommended exploitation materials when this Contract is signed.

Section 6. AT&T GIS does not bear responsibility if improper or faulty commands are sent to the ATM from Bankomat 24 including: state tables, FIT tables, screens and configuration data. AT&T GIS does not bear responsibility for interference with and modification of the ATM S4 system and communication software carried out by Bankomat 24 in a fashion that is not in conformity with procedures described in AT&T documentation, including the following:

- * modification of graphic screens (PCX standard)
- * adding new graphic screens
- * change/ introduction of new sets of marks or letters
- * change in the communication protocol
- * change in parameters of the communication protocol

The preceding provision will supply when changes in the base application were conducted by Bankomat 24.

Section 7. Notifications concerning guarantee repairs should be submitted by telex or fax to the following address:

AT&T GIS Polska Sp. z.o.o.
Warsaw, ul Lektykarska 29
tel. 330449, fax 335871

Section 8. AT&T GIS is obliged to keep a reserve of spare parts and necessary materials for maintenance and repair of the ATMs, for a period of seven years from the date of delivery (such sale to be made according to catalogue prices).

Article 9
FORCE MAJEURE

Section 1. In the case of occurrence of force majeure, the time for performance provided under this Contract shall be extended by the duration of the force majeure condition.

Section 2. If the force majeure condition continues for a period longer than six months, either Party may terminate this Contract. The Parties may, by mutual agreement, extend or modify this Contract.

Section 3. The Parties shall immediately inform each other by telex or in a written form about the occurrence of a force majeure condition.

Section 4. All events that are impossible to foresee or, if foreseeable, which are beyond their influence, and which in full or part make fulfillment of Contract terms impossible or unduly burdensome shall be treated as force majeure. Examples of force majeure include, but are not limited to natural disasters, fire, flood, explosions, strikes, disturbances or war.

ARTICLE 10

ARBITRATION COURT

Section 1. If any disputes arise in connection with this Contract, the Parties shall attempt to settle the dispute out of court. If resolution of the dispute is not possible, the dispute shall be submitted to and finally settled by the Polish Arbitration Court of the National Chamber of Commerce.

Section 2. If either of the Parties makes a demand for arbitration, such Party shall inform the other Party of such demand by registered letter, notifying the other Party of the identity of the arbitrator chosen by it. The other party shall within two weeks from the date of receipt of such letter, appoint an arbitrator on its part. The Arbitrators of both Parties shall, in a term of one month from the date of choosing the second arbitrator, appoint a third arbitrator, who shall be the chairman of the arbitration panel.

Section 3. If Parties do not fulfil their obligation to appoint arbitrators as provided above or if the appointed arbitrators are not to agree on the chairman in the required period, the Chairman of the Arbitration Court of the National Chamber of Commerce shall appoint, at the demand of one of the Parties, the arbitrator and/or Chairman. The arbitration shall be conducted in accordance with the Arbitration Rules and Regulations of the Commission of the International Commerce Law of the United Nations from December 15, 1976 (UNCITRAL).

Section 4. The application to the Arbitration Court and the decision of the Arbitration Court shall be in the Polish language.

Section 5. The arbitration take place in Warsaw and Polish law shall be used in the interpretation of this Contract and the settlement of disputes. The decision of the Arbitration Court is final and binding on both Parties and is not subject to appeal.

ARTICLE 11

NON-DISCLOSURE

Bankomat 24 and AT&T GIS agree not to disclose to third parties any information relating to the content of their negotiations and present Contract.

ARTICLE 12

MISCELLANEOUS

Section 1. In order to be valid, changes, supplements and modifications of the Contract shall be in written form and signed by authorized representatives of both parties.

Section 2. This Contract has been prepared in two identical copies.

Section 3. The term of this Contract can be extended by mutual agreement of the Parties.

AT&T GIS Polska Sp. z o. o.

Bankomat 24

Date: 96.02.20

Date: 96.02.20

/s/ Krzysztof Gajor

/s/ Dennis H. Depenbush

Krzysztof Gajor

Dennis H. Depenbush

General Manager,

Operations Director

AT&T GIS Polska Sp. z o. o.

Bankomat 24 Sp z o. o.

Bankomat 24 Sp z o. o.
Al, Jerozolimskie 65/79
LIM suite 1218
00-697 Warszawa
Tel.: 630-68-70/71
N-P, 526-10-30-333

/s/ Roger Heinz

Roger Heinz

Sales Director

AT&T GIS Polska Sp. z o. o.

/...../

EXHIBIT NO 1 TO THE FRAME CONTRACT BANKOMAT 24/AT&T GIS/1/96

THE DELIVERY CONTRACT BANKOMAT 24/AT&T GIS 2/96

concluded between

the company

AT&T GLOBAL INFORMATION SOLUTIONS POLSKA, Sp. z o.o.

01-687 Warszawa

ul. Lektykarska 29

registration - District Court for the capital city of Warsaw

in the XVI Economic Department

under the number RHB 26954

represented by:

KRZYSZTOF GAJOR AND ROGER HEINZ

later called ,,AT&T GIS''

and

BANKOMAT 24..

65-79 Jerozolimskie Avenue

00-697 Warsaw Poland

represented by:

later called ,,BANKOMAT 24''

The contract includes:

Article 1	Scope of the contract
Article 2	Prices
Article 3	Time and place of delivery
Article 4	Documentation
Article 5	Non-Disclosure
Article 6	Summary

Enclosures:

Enclosure No. 1 Order Specification.

Enclosure No. 2 List of Documentation.

ARTICLE 1

SCOPE OF THE CONTRACT

The present contract covers delivery and installation of 50 Automated Teller Machines (ATM), together with software and training supplied by the firm AT&T GIS for Bankomat 24, in accordance with orders being integral part of the present contract. This contract is a part of the Frame Contract Bankomat 24/AT&T GIS/1/96 between the parties.

ARTICLE 2

PRICES

section 1. AT&T GIS ensures Bankomat 24 that it shall only use prices from the Exhibit 2 to the Frame Contract. Prices are defined in USD (USA dollars).

section 2. The present contract covers the delivery of 50 AT&T GIS ATMs, together with documentation, software and training. The total value of the contract amounts to: 1 175 670,- USD (SAY: ONE MILLION ONE HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED SEVENTY DOLLARS)

section 3. Prices, with each configuration given separately, are shown in the Exhibit 2 to the Frame Contract.

section 4. The model mix and the description of other services for the above stated price is given in the Enclosure No 1 to the present Contract. Bankomat 24 has the right to change the model mix, which will have an influence on Contract Price in a term of not later than two months before planned delivery (except the change to AT&T 5688).

section 5. The 20% prepayment for the present contract shall be paid not later than 30 days after signature. All other payment terms and conditions written in the frame contract remain valid for this contract.

ARTICLE 3

TIME AND PLACE OF DELIVERY

Section 1. AT&T GIS commits itself to start deliveries to Bankomat 24 ATMs mentioned in article 1, in a term of 3 months from the day of signing the present contract.

Section 2. The equipment and software specified in the present order shall be delivered to places presented by Bankomat 24. Bankomat 24 shall present addresses where the ATMs shall be installed not later than 2 weeks before the planned delivery.

ARTICLE 4

DOCUMENTATION

Section 1. AT&T GIS shall deliver 2 sets of the necessary equipment and software documentation to Bankomat 24. The list of documentation is included in the Enclosure No 2

Section 2. The system documentation should be delivered not later than with the equipment.

ARTICLE 5

NON-DISCLOSURE

Bankomat 24 and AT&T GIS agree not to disclose to third parties any information relating to the content of their negotiations and present contract.

ARTICLE 6

SUMMARY

Section 1. In order to be valid, changes, supplementations and modifications of the contract require a written form and signatures by authorised representatives of both parties.

Section 2. The contract has been prepared in two identical copies.

Section 3. The validity of the contract can be prolonged on the basis of an agreement between the agreeing parties.

AT&T GIS Polska Sp. z o.o.

Bankomat 24

Date: 96.02.20

Date: 96.02.20

/s/ KRZYSZTOF GAJOR

/s/ DENNIS H. DEPENBUSH

Krzysztof Gajor

Dennis H. Depenbush

General Manager,

Operations Director

AT&T GIS Polska Sp. z o.o.

Bankomat 24 Sp. z o.o.

BANKOMAT 24 Sp. z o.o.

Al. Jerozolimskie 65/79

LIM suite 1218

00-697 Warszawa

Tel.: 630-68-70/71

NIP: 526-10-30-333

/s/ ROGER HEINZ

Roger Heinz

Sales Director

/ /

AT&T GIS Polska Sp. z o.o.

Exhibit 10.3

EXCHANGE AGREEMENT

This Exchange Agreement ("Agreement") is made as of December 17, 1996, by and among Euronet Services Inc., a Delaware corporation (the "Holding Company"), Euronet Holding N.V., a company limited by shares incorporated under the laws of the Netherlands Antilles ("Euronet N.V."), and the stockholders and optionholders of Euronet N.V. listed on Exhibits A and B hereto, respectively (collectively, the "Stockholders" or "Optionholders" as the context dictates).

RECITALS

WHEREAS, the Stockholders are all of the stockholders in Euronet N.V. and will, as of the Effective Time (as hereinafter defined), each hold the number of shares of common stock of Euronet N.V. indicated on Exhibit A;

WHEREAS, the Stockholders and Euronet N.V. are parties to (i) a certain Shareholders Agreement dated as of February 15, 1996 relating to the formation of Euronet N.V., as amended by a First Amendment to Shareholders Agreement dated as of October 14, 1996 (the "First Amendment") which confirmed, among other things, the obligation of Euronet N.V. to issue certain "Milestone Awards" of stock (as defined therein) in the event a public offering of the shares of Euronet N.V. occurred and (ii) a Registration Rights Agreement dated as of March 13, 1996 (the "Registration Rights Agreement") relating to registration of stock of Euronet N.V.;

WHEREAS, the Optionholders listed on Exhibit B are all of the holders of options to purchase shares of Euronet N.V., except certain optionholders whose options are conditional upon the occurrence of a public offering of the shares of Euronet N.V.;

WHEREAS, the Holding Company deems it in its best interest to acquire all the shares of outstanding stock (the "Euronet Stock") of Euronet N.V. in exchange for shares of common stock, par value \$.01 per share, of the Holding Company ("HC Common Stock");

WHEREAS, the Stockholders own and have the right to transfer and exchange all of the Euronet Stock and desire to transfer and exchange such Euronet Stock for HC Common Stock; and

WHEREAS, the Holding Company deems it in its best interest to grant the Optionholders options to acquire shares of HC Common Stock (the "HC Options") in exchange for all of the Optionholders' outstanding options to acquire Euronet Stock (the "Euronet Options"); and

WHEREAS, the Optionholders own and have the right to transfer and exchange all of the outstanding Euronet Options and desire to transfer and exchange all such Euronet Options for HC Options.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Effective Time of Transactions. The transactions contemplated in this Agreement shall be conditional upon the fulfillment of the following conditions: (i) a certain Underwriting Agreement (the "Underwriting Agreement") among the Holding Company, certain Stockholders, Barings Brothers Limited (as lead manager -- "Barings") the underwriters named therein in connection with a public offering of common stock of the Holding Company on the Nasdaq national market (the "Offering") of the HC Common Stock shall have been executed by the Holding Company and Barings, and (ii) the Option Closing, as defined under a certain Option Exercise Agreement executed as of the date of this Agreement, shall have occurred. The transactions provided herein shall be effective as of the time (the "Effective Time") of fulfillment of the last of these two conditions. In the event that such conditions are not fulfilled on or before May 31, 1997, this Agreement shall terminate and shall be of no further force and effect.

Section 2. Exchange of Stock and Obligation to Issue Milestone Awards.

a) Exchange of Stock. Subject to the terms and conditions hereof, as of the Effective Time, (i) each Stockholder shall transfer to the Holding Company Euronet Stock as set forth on Exhibit A, solely in exchange for HC Common Stock, and (ii) the Holding Company shall transfer to each Stockholder HC Common Stock, also as set forth on Exhibit A, solely in exchange for Euronet Stock. As provided on Exhibit A, each Stockholder shall exchange one share of Euronet Stock for one share of HC Common Stock.

b) Milestone Awards of Stock. Subject to the terms and conditions hereof, as of the Effective Time, the Holding Company shall issue to each Stockholder listed on Exhibit C the number of its shares set forth on Exhibit C. Such issuance of stock is acknowledged by the Parties to constitute an assumption by the Holding Company of the obligation of Euronet N.V. under the Shareholders Agreement (as amended by the First Amendment) to issue Milestone Awards.

Section 3. Exchange of Options. Subject to the terms and conditions hereof, as of the Effective Time, (i) each Optionholder shall transfer to the Holding Company all of its Euronet Options, solely in exchange for HC Options, and shall release Euronet N.V. from any and all obligations under the Euronet Options; and (ii) the Holding Company shall grant to each Optionholder HC Options, in the same amount as the options transferred. Each Optionholder shall exchange an option to acquire one share of Euronet Stock for an option to acquire one share of HC Common Stock. The Holding Company has, as of the Effective Time, adopted a Euronet Long Term Incentive Stock Option Plan that is substantially the same (subject only to revisions deemed necessary in contemplation of the Offering) as the Euronet Long Term Incentive Plan adopted by Euronet N.V. The Holding Company and the Optionholders acknowledge that the HC Options are granted on the same terms and conditions (including, without limitation, as to vesting) as the Euronet Options, subject only to the revisions referred to in the previous sentence, and adjustments in the number of shares subject to such options and the Option Price to take into account a seven-for-one split of stock of Euronet N.V. which shall take place after the date hereof. Stock Option Agreements substantially in the form of those applicable to the Euronet Options shall be entered into on or before the Effective Time with respect to the HC Options.

Section 4. Termination of Shareholders Agreement, Assumptions of Registration Rights Agreement. As of the Effective Time, (i) the Shareholders Agreement (as amended) shall be terminated and (ii) Euronet shall assign to the Holding Company all rights and obligations under Registration Rights Agreement. The Holding Company accepts and assumes all of Euronet N.V.'s obligations therein as applicable to HC Common Stock.

Section 5. Representations and Warranties By the Stockholders and Optionholders. The Stockholders and Optionholders severally represent and warrant to the Holding Company as follows:

(a) Validity of Agreement. This Agreement constitutes the valid and binding obligation of the Stockholders and Optionholders, enforceable in accordance with its terms.

(b) Title to and Transfer of Euronet Stock. The Stockholders own all the outstanding Euronet Stock beneficially and of record, free and clear of all liens, restrictions, encumbrances, charges and adverse claims. The Stockholders have the full power, capacity and authority to sell, assign, transfer and deliver the Euronet Stock to the Holding Company hereunder and such transfer vests in the Holding Company good and marketable title to such Euronet Stock, free and clear of all liens, restrictions, encumbrances, charges and adverse claims.

(c) Transfer of Euronet Options. The Optionholders own all the outstanding Euronet Options free and clear of all liens, restrictions, encumbrances, charges and adverse claims. The Optionholders have the full power, capacity and authority to sell, assign, transfer and deliver the Euronet Options to the Holding Company hereunder and such transfer vests in the Holding Company good and marketable title to such Euronet Options, free and clear of all liens, restrictions, encumbrances, charges and adverse claims.

Section 5. Representations and Warranties by the Holding Company. The Holding Company represents and warrants to the Stockholders and Optionholders individually as follows:

(a) Corporate. The Holding Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power to own its property and carry on its business as and where it is now conducting business.

(b) Validity of Agreement. This Agreement constitutes the valid and binding obligation of the Holding Company, enforceable in accordance with its terms.

(c) Capital Structure. The Holding Company's authorized capital stock consists of 30,000,000 shares of HC Common Stock, par value \$.01 per share, and 10,000,000 shares of preferred stock, par value \$.01 per share.

(d) Corporate Authority. The execution and delivery of this Agreement, and the issuance of HC Common Stock and HC Options required to be delivered hereunder, have been duly authorized by all necessary corporate action and neither the

execution nor delivery of this Agreement nor the issuance of the HC Common Stock and HC Options nor the performance, observance and compliance with the terms and provisions of this Agreement will violate any provision of law, any order of any court or other governmental agency, the certificate of incorporation or bylaws of the Holding Company or any indenture, agreement or other instrument to which the Holding Company is a party, or by which the Holding Company is bound or by which any of its property is bound.

(e) Stock Nonassessable. The HC Common Stock issued hereunder is validly issued, fully-paid and nonassessable.

Section 7. Miscellaneous.

(a) Governing Law. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Delaware without regard to the provisions pertaining to conflicts of laws.

(b) Assignability. This Agreement shall not be assignable by any of the parties hereto without prior written consent of all of the other parties.

(c) Headings not part of Agreement. All paragraph headings preceding the text herein are inserted solely for convenience of reference and shall not constitute a part of this Agreement.

(d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

(e) Entire Agreement. This Agreement sets forth the entire understanding between the parties hereto, there being no terms, conditions, warranties, or representations other than those contained herein. No amendments hereto shall be valid unless made in writing and executed by the parties hereto.

(f) Benefit. This Agreement and all covenants and conditions contained herein, shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the Stockholders and Optionholders and upon the successors and assigns of the Holding Company.

IN WITNESS WHEREOF, the Stockholders, Optionholders and Euronet Service Inc. have duly executed this Agreement as of the date above written.

EURONET SERVICES INC.

Michael J. Brown
Chief Executive Officer

STOCKHOLDERS:

ADVENT PRIVATE EQUITY FUND - ADVENT PARTNERS L.P.
CENTRAL EUROPE L.P.

Janet S. Hennessy, Vice-President,
Advent International Corp. for Advent
Central Europe Management L.P. as
General Partner

Janet S. Hennessy, Vice-President,
Advent International Corp. for
Advent Central Europe Management L.P.
as General Partner

HUNGARIAN PRIVATE EQUITY FUND L.P. POLAND PARTNERS, L.P.

Janet S. Hennessy, Vice-President,
Advent International Corp. for Advent
Central Europe Management L.P. as
General Partner

Steven J. Buckley, President,
C.E.O. & P.P.M.C., Poland Partners
Management Co. for Poland Partners
Management L.P as General Partner

THE POLAND INVESTMENT FUND L.P. THE HUNGARIAN-AMERICAN ENTERPRISE FUND

Neil M. Milne, Director, Copernicus
Ventures Limited as General Partner

Eriberto R. Scocimara, President

EUROVENTURES HUNGARY B.V. DST SYSTEMS, INC.

Andras Geszti, by proxy

Thomas A. McDonnell,
President and CEO

Michael J. Brown

Larry Maddox

Mark Callegari

Lawrence Schwartz

Michael J. Brown, by proxy for
Anthony J. Brown

Michael J. Brown, by proxy for
Gregory M. Brown

Michael J. Brown, by proxy for
Maria Danica Panaga

Michael J. Brown, by proxy for
Stephanie C. Brown

Mark Callegari, by proxy for
Matthew R. Callegari

Mark Callegari, by proxy for
Courtney A. Callegari

OPTIONHOLDERS:

Michael J. Brown

Daniel R. Henry

Dennis Depenbusch

Istvan Alpek

Peter L. Nagy

Bruce Colwill

Antal (Tony) Balogh

Peter Sipos

Andrea Cserep

Gabriella Temesi

Eva Judak

George Tomoso

Krisztina Tomoso

Nancy Niehoff

Viktor Zala

Matthew Lanford

Krzysztof Kulig

Johannes Seeger

Mihaly Kupa

Joanna Zaczek

Andrzej Olechowski

EXHIBIT C

DST Systems, Inc.	258,300
Euroventures Hungary B.V.	180,810
Mr. Callegari	51,597
Mr. Maddox	25,802
Mr. Schwartz	12,901
Hungarian-American Enterprise Fund	271,110

Michael J. Brown
Daniel R. Henry
Dennis H. Depenbusch
Istvan Alpek
Peter L. Nagy
Bruce S. Colwill
Antal (Tony) Balogh
Andrea Cserep
Eva Judak
Gabor Ozvald
Peter Sipos
Gabriella Temesi
George Tomoso
Krisztina Tomoso
Viktor Zala
Krzysztof Kulig
Nancy Niehoff
Matthew Lanford
Johannes Seeger
Mihaly Kupa
Andrzej Olechowski
Joanna Zaczek

Exhibit 10.4

EURONET LONG-TERM INCENTIVE
STOCK OPTION PLAN

1. Purpose of Plan. The purpose of the Euronet Long-Term Incentive Plan (the "Plan") is to (i) increase the ownership of common stock of Euronet Services Inc. (the "Company") by those key employees or independent consultants who are primarily responsible for the continued growth, development and financial success of the Company and its subsidiaries, and (ii) attract and retain such employees and consultants and reward them for the continued profitable performance of the Company and its subsidiaries.

The Plan was adopted by the Board of Directors of the Company (the Board") on December 17, 1996. Certain stock option grants were made to employees and consultants of the Company or its subsidiaries in agreements made prior to the date of adoption of this Plan. This Plan is intended to incorporate and supersede all such grants which shall, from the date the grantees under such grants so acknowledge, be governed by this Plan.

2. Definitions. The following definitions are applicable herein:

"Adoption Date" -- December 17, 1996, the date on which the original version of this Plan was adopted by the Board.

"Award" -- individually or collectively, Options granted hereunder.

"Board" -- the Board of Directors of the Company.

"Company" -- Euronet Services Inc., acting for purposes of this plan through the Board. The term "Company" as used herein shall also include any successor to the Company as provided in Section 9.6 of this Plan.

"Date of Grant" -- the date on which the grant of an Award is authorized by the Company or such other date as may be specified by the Company in such authorization.

"Date of Retirement" -- the date on which an employee of the Company or a Subsidiary retires from such employment or the effective date of an Early Retirement.

"Early Retirement" -- the retirement of an employee of the Company or a Subsidiary prior to the legally mandated age of retirement, if any, or that age provided in applicable policies of the Company as such may be instituted from time to time.

"Eligible Person" -- any person employed or retained as a consultant by the Company or a Subsidiary on a regular basis who satisfies all of the requirements of Section 5.3.

"Fair Market Value" -- the greater of (i) the per share price at which shares of the Company were issued to or purchased by any party in the last transaction occurring prior to the date of the exercise of the Option, and (ii) the net book value of the Company, divided by the number of the Company shares outstanding at the time of the exercise of an Award by a Participant; provided that the Fair Market Value shall always be at least equal to the par value of the Stock. In the event that

a public market is created for shares, then the Fair Market Value of a share of common stock on any day shall be the closing sale quotation on the market with respect to which such shares are traded as reported for such day or, if no such quotation is reported for such day, the average of the high bid and low asked price of common stock as reported for such day. If no quotation is made for the applicable day, the Fair Market Value of a share of common stock on such day shall be determined in the manner set forth in the preceding sentence using quotations for the next preceding day for which there were quotations, provided that such quotations shall have been made within the ten (10) "trading" days preceding the applicable day. Notwithstanding the foregoing, if no such information is available or if otherwise deemed necessary or appropriate by the Option Committee, the Fair Market Value of a share of common stock on any day shall be determined in good faith by the Option Committee taking into account all relevant material facts and circumstances.

"Milestone Award" -- an award or option for Milestone Stock granted under Section 6.

"Milestone Stock" -- shares of series A preferred stock in the Company authorized but unissued for the purposes of granting Milestone Awards pursuant to Section 6.

"Option" or "Stock Option" -- an option granted under Section 5 of this Plan.

"Option Committee" -- an Option Committee created by the Board. It is acknowledged that no such committee exists as of the time of the adoption of this Plan and until such creation all functions attributed hereunder to the Option Committee shall be exercised by the Board.

"Optionee" -- any person to whom an Option is granted under this Plan.

"Option Period" or "Option Periods" -- the period or periods during which an Option is exercisable as described in Section 5.6.

"Option Shares" -- shares purchase by an Optionee under an Option.

"Participant" -- an Eligible Person who has been granted an Award under this Plan.

"Person" -- any individual or legal entity of any form whatsoever.

"Plan" -- this Euronet Long Term Incentive Stock Option Plan.

"Securities Act" -- the laws and regulations of any jurisdiction governing the issuance and trading of securities, including, without limitation, the U.S. Securities Act of 1933.

"Stock Option Agreement" -- an agreement entered into by an Optionee and the Company pursuant to Section 5 of this Plan.

"Subsidiary" -- any corporation of which 50% or more of the outstanding voting stock or voting power is beneficially owned, directly or indirectly, by the Company.

"Termination" -- termination of the employment or the consulting arrangement of a person with the Company or any Subsidiary. The Company may, in its discretion, determine whether any "leave of absence" constitutes a Termination for purposes of this Plan and the impact, if any, of any such leave of absence on Awards made under this Plan. The Company shall have the right to determine whether the termination of a Participant's employment or consulting arrangement is a dismissal for cause and the date of Termination in such case, which date the Company may retroactively deem to be the date of the action that constitutes cause for dismissal. Such determinations of the Company shall be final, binding and conclusive.

"Vested Shares" -- shares of Stock with respect to which an Optionee's purchase right under an Option has vested in accordance with the terms of Section 5.6.

3. Effective Date and Duration.

3.1 Effective Date. This Plan shall be effective as of the Adoption Date.

3.2 Period for Grant of Awards. Awards may be made as provided herein for a period of ten (10) years after the Adoption Date.

3.3 Termination. This Plan shall continue in effect until all matters relating to the payment of Awards and administration of the Plan have been settled.

4. Administration.

4.1 The Board; Option Committee. The Plan shall be administered in accordance with the terms of this Plan document by the Board or a committee thereof, provided that all questions of interpretation regarding the terms and conditions pursuant to which Awards are granted, exercised or forfeited under the provisions hereof, shall be subject to the determination of the Board or the Option Committee, as the case may be. Any such determination shall be final and binding upon all parties affected thereby.

4.2 Indemnification. Each member of the Board or the Option Committee (and each person to whom any of them has delegated any authority or power under this Plan) shall be indemnified and held harmless by the Company against and from (i) any loss, cost, liability, or expense that may be imposed upon or incurred by such person in connection with or resulting from any claim, action, suit, or proceeding to which such person may be a party or in which such person may be involved by reason of any action or failure to act under the Plan; and (ii) any and all amounts paid by such person in satisfaction of judgment in any such action, suit, or proceeding relating to the Plan. Each person covered by this indemnification shall give the Company an opportunity, at its own expense, to handle and defend the same before such person undertakes to handle and defend it on such person's own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Articles of Incorporation or By-Laws of the Company or any of its Subsidiaries, as a matter of law, or otherwise, or of any other power that the Company may have to indemnify such person or hold such person harmless.

4.3 Reliance on Reports. Each member of the Board or the Option Committee (and each person to whom any of them has delegated any authority or power under this Plan) shall be fully justified in relying or acting in good faith upon any report made by the independent public accountants of the Company and its Subsidiaries and upon any other information furnished in connection with the Plan. In no event shall any person who is or shall have been a member of the Board or the Option Committee be liable for any determination made or other action taken or any omission to act in reliance upon any such report or information or for any action taken, including the furnishing of information, or failure to act, if in good faith.

5. Stock Options.

5.1 Grant of Stock Options. The Company may, from time to time, grant Stock Options for shares of common stock in the Company to one or more Eligible Persons, provided that: (i) all grants must be approved in advance by the Board; (ii) the aggregate number of shares of Stock subject to Stock Options under this Plan, subject to any adjustment pursuant to Section 5.11, may not exceed [Two Million Four Hundred Thirteen Thousand Five Hundred and Eighty-Six (2,413,586)] shares; (iii) in the event that a Stock Option lapses or the rights of the Participant to whom it as granted terminate, any shares of Stock subject to such Option shall again be available for the grant of an Option to another Eligible Person under this Plan; and (iv) shares of Stock delivered by the Company under this Plan may be either authorized and unissued Stock, Stock held in the treasury of the Company or Stock purchased on the open market (including private purchases), in accordance with any applicable Securities Act.

5.2 Payment Nature of Option. All Options granted shall be in consideration of services performed for the Company or its Subsidiaries by the Optionee. All Options granted shall constitute a special incentive payment to the Optionee and shall not be taken into account in computing the amount of salary or compensation of the Optionee for the purpose of determining any benefits under any pension, retirement, profit-sharing, bonus, life insurance or other benefit plan of the Company or under any agreement between the Company and the Optionee, unless such plan or agreement specifically otherwise provides.

5.3 Eligibility. Key employees and consultants of the Company and its Subsidiaries (including employees and consultants who are members of the Board) who, in the opinion and sole discretion of the Company, are primarily responsible for the continued growth and development and financial success of the business of the Company or one or more of its Subsidiaries shall be eligible to be granted Awards under the Plan. Subject to the provisions of this Plan, the Company may from time to time select from such Eligible Persons those to whom Awards shall be granted and determine the nature and amount of each Award. The Company shall not be under any obligation to grant any employee or consultant of the Company or its Subsidiaries an Award under this Plan.

5.4 Non-Uniform Determinations. The Company's determinations under this Plan need not be uniform and may be made by it selectively among Eligible Persons who receive, or are eligible to receive, Options (whether or not such persons are similarly situated). Without limiting the generality of the foregoing, the Company shall be entitled, among other things, to make non-uniform and selective determinations which may, inter alia, reflect the specific terms of individual employment or consulting agreements, and to enter into non-uniform and selective

Option Agreements, as to (a) the persons qualified to receive Options and (b) the terms and conditions of Options.

5.5 Number of Shares of Stock Subject to Option. In determining the size of Options to be granted, the Company shall take into account a prospective Participant's job responsibilities, level, performance, potential, cash compensation level, the Fair Market Value of the Stock at the time of granting the Award, as well as such other considerations it deems appropriate.

5.6 Stock Option Terms. Each Option granted under this Plan shall be evidenced by a Stock Option Agreement between the Company and the Participant under terms and conditions approved by the Company, provided, however, that unless otherwise provided in the Stock Option Agreement, the following terms and conditions shall apply:

(1) The Optionee's right to exercise the Options granted shall vest over a period of five years, in five tranches, each equal to one-fifth of the total number of shares of Stock which are the subject of an Option grant. One tranche shall vest on each anniversary of the Date of Grant for five years after the Date of Grant.

(2) The Options are exercisable with respect to Vested Shares either in total or in part, with a partial exercise not affecting the exercisability of the balance of the Option.

(3) Each Option shall cease to be exercisable as to any share of Stock, at the earliest of (i) the Optionee's purchase of the entire amount of Stock to which the Option relates or (ii) the lapse of the Option in accordance with Section 5.8 below.

(4) Options are not transferable by the Optionee except by will or the laws of descent and distribution and shall be exercisable (i) during the Optionee's lifetime only by the Optionee or by the Optionee's guardian or legal representative or (ii) after an Optionee's death by the representative of the estate of the Optionee as provided in Section 5.8. In the event a Stock Option Agreement establishes an Option Period which does not begin immediately upon the grant thereof, such agreement may initially provide, or the Company may at any time thereafter unilaterally amend it to provide, for the immediate exercisability of the Option granted therein upon the occurrence of events determined by the Company, in its sole discretion, to justify such immediate exercisability.

(5) The Option price per share of Stock shall be 100% of the Fair Market Value at the Date of Grant. The Option price shall be payable in cash, in full, at the time of the exercise of the Option.

5.7 Dividend Equivalency. Any Option may, in the discretion of the Company, provide for dividend equivalency rights under which the Participant shall be entitled to additional payments, in the nature of compensation, equal to the amount of dividends which would have been paid, during the period such Option is held, on the number of shares of Stock equal to the number of shares subject to such Option.

5.8 Lapse of Option. An Option will lapse upon the first occurrence of one of the following circumstances: (i) 10 years from the Date of Grant; (ii) on the 90th day following the Optionee's Date of Retirement; (iii) on the date which is 60 days after an Optionee's Termination; or (iv) at the expiration of the Option Period set forth in the Stock Option Agreement. If, however, the Optionee dies within the Option Period and prior to the lapse of the Option, the Option shall lapse unless it is exercised within the Option Period or six months from the date of the Optionee's death, whichever is earlier, by the Optionee's legal representative or representatives or by the person or persons entitled to do so under the Optionee's will or, if the Optionee shall fail to make a testamentary disposition of such Option or shall die intestate, by the person or persons entitled to receive said Option under the applicable laws of descent and distribution.

5.9 Change in Control.

(1) "Change In Control" shall be deemed to have occurred upon the happening of any of the following events: (i) any Person or group of Persons (other than any shareholder of the Company as of the Adoption Date), becomes the owner, directly or indirectly, whether by purchase, acquisition or otherwise, of 50% or more of the outstanding shares of the Company; or (ii) the Company's shareholders approve an agreement to merge, consolidate, liquidate, or sell all or substantially all of the Company's assets. The Company shall give prompt notice to all Optionees in the event it becomes aware that a Change In Control has occurred.

(2) Upon the event of a Change in Control: (i) any Option outstanding prior to the date of the Change in Control shall become, notwithstanding any other provision of this Plan or any Stock Option Agreement, fully vested and immediately exercisable; and (ii) the Company may, in its sole discretion and subject to the provisions of Section 7 below, amend any Stock Option Agreement in such manner as it deems appropriate, but only as to those Options which have not been exercised.

(3) Whenever deemed appropriate by the Company, any action referred to in Section 5.9(2)(ii) may be made conditional upon the consummation of the applicable Change in Control transaction.

5.10 Restrictions. In furtherance of the foregoing, at the time of any exercise of an Option, the Company may, if it shall determine it necessary or desirable for any reason, require the Optionee, as a condition to the exercise thereof, to deliver to the Company a written representation of the Optionee's present intention to purchase the Stock for investment and not for distribution. Each Option shall also be subject to the requirement that, if at any time the Company determines, in its discretion, that either (i) the registration or qualification of Stock subject to an Option under any Securities Act, or (ii) the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the issue or purchase of Stock thereunder, the Option may not be exercised in whole or in part unless such registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

5.11 Changes in Capital Structure. In the event of any change in the outstanding shares of Stock by reason of any stock dividend or split, recapitalization, combination or exchange of shares or other similar changes in the Stock, then appropriate adjustments shall be made in the

shares of Stock theretofore awarded to the Optionees and in the aggregate number of shares of Stock which may be awarded pursuant to the Plan. Such adjustments shall be made by the Company and shall be binding and conclusive for all purposes. Additional shares of Stock issued to a Optionee as the result of any such change shall bear the same restrictions as the shares of Stock to which they relate.

6. Other Payments or Options. Nothing contained in this Plan shall be deemed, in any way, to limit or restrict the Company from granting an option to purchase Stock or payment to any person under any other plan, arrangement or understanding, whether now existing or hereafter in effect.

7. Amendment and Termination. The Board may, from time to time, suspend, discontinue, revise or amend this Plan in any respect whatsoever provided however that no such amendment shall materially impair any rights or materially increase any obligations under any outstanding Award without the consent of the Participant (or, upon the Participant's death or adjudication of mental incapacity, the person having the right to exercise the Award).

8. Miscellaneous Provisions.

8.1 Non-transferability. No benefit provided under this Plan shall be subject to alienation or assignment by a Optionee (or by any person entitled to such benefit pursuant to the terms of this Plan), nor shall it be subject to attachment or other legal process of whatever nature. Any attempted alienation, assignment or attachment shall be void and of no effect whatsoever. Payment shall be made only to the Optionee entitled to receive the same or said Optionee's authorized legal representative.

8.2 No Employment Right or Right of Retainer. Neither this Plan nor any action taken hereunder shall be construed as giving any right to be retained as an officer, employee or consultant of the Company or any of its Subsidiaries.

8.3 Tax Withholding. Either the Company or a Subsidiary, as appropriate, shall have the right to deduct from all Awards paid in cash any taxes as it deems to be required by law to be withheld with respect to such cash payments. In the case of Awards paid in Stock, the employee or other person receiving such Stock may be required to pay to the Company or a Subsidiary, as appropriate, the amount of any such taxes which the Company or a Subsidiary is required to withhold with respect to such Stock. At the request of an Optionee, or as required by law, upon the exercise of an Option, such sums as may be required for the payment of any estimated or accrued income tax liability may be withheld or paid by the Optionee to the Company and remitted to the governmental entity entitled to receive the same.

8.4 Fractional Shares. Any fractional shares concerning Awards shall be eliminated at the time of payment or payout by rounding down for fractions of less than one-half and rounding up for fractions of equal to or more than one-half. No cash settlements shall be made with respect to fractional shares eliminated by rounding.

8.5 Government and Other Regulations. The obligation of the Company to make payment of Awards in Stock or otherwise shall be subject to all applicable laws, rules and

regulations, and to such approvals by any government agencies as may be required. If Stock awarded under the Plan may in certain circumstances be exempt from registration under the Securities Act, the Company may restrict its transfer in such manner as it deems advisable to ensure such exempt status.

8.6 Company Successors. In the event the Company becomes a party to a merger, consolidation, sale of substantially all of its assets or any other corporate reorganization in which the Company will not be the surviving corporation or in which the holders of the Stock will receive securities of another corporation (in any such case, the "New Company"), then the New Company shall assume the rights and obligations of the Company under this Plan.

8.7 Governing Law. All matters relating to the Plan or to Awards granted hereunder shall be governed by the laws of the Netherlands Antilles, without regard to the principles of conflict of laws.

8.8 Relationship to Other Benefits. No payment under the Plan shall be taken into account in determining any benefits under any other pension, retirement, profit-sharing or group insurance plan of the Company or any Subsidiary.

8.9 Expenses. The expenses of administering the Plan shall be borne by the Company and its Subsidiaries.

8.10 Titles and Headings. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles and headings, shall control.

IN WITNESS WHEREOF, the Company has caused this Plan to be adopted effective as of December 3, 1996.

EURONET SERVICES INC.

Michael J. Brown, President, C.E.O. and
Chairman of the Board

LIST OF SUBSIDIARIES

Euronet-Bank 24 Rt.

SatComNet Kft.

Bankomat24/Euronet Sp. z o.o.

Consent of KPMG Polska Sp.z o.o.

The Board of Directors
Euronet Services Inc.:

We consent to the use of our report included herein and to the reference to our firm under the headings "Summary Consolidated Financial Data", "Selected Consolidated Financial Statements" and "Experts" in the prospectus.

KPMG Polska Sp.z o.o.

Warsaw, Poland
December 18, 1996