

# SECURITIES AND EXCHANGE COMMISSION

## FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

Filing Date: **1996-11-14**  
SEC Accession No. **0000908184-96-000159**

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### FILER

#### **INTELIDATA TECHNOLOGIES CORP**

CIK: **1021810** | IRS No.: **541820617** | State of Incorporation: **DE** | Fiscal Year End: **1231**  
Type: **S-8** | Act: **33** | File No.: **333-16117** | Film No.: **96664323**  
SIC: **7373** Computer integrated systems design

Mailing Address  
*13873 PARK CENTER RD  
STE 353  
HERNDON VA 22071*

Business Address  
*13873 PARK CENTER RD  
STE 353  
HERNDON VA 22071  
7038349480*

As filed with the Securities and Exchange Commission on November 14, 1996.  
Registration Statement No. 333-

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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FORM S-8  
REGISTRATION STATEMENT UNDER  
THE SECURITIES ACT OF 1933

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INTELIDATA TECHNOLOGIES CORPORATION  
(Exact name of Registrant as specified in its Charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

54-1820617  
(I.R.S. Employer Identification Number)

InteliData Technologies Corporation  
13100 Worldgate Drive  
Suite 600  
Herndon, Virginia 20170  
(Address of principal executive office, including zip code)

INTELIDATA TECHNOLOGIES CORPORATION  
NON-EMPLOYEE DIRECTORS' STOCK OPTION PLAN  
(Full title of the Plan)

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Albert N. Wergley  
InteliData Technologies Corporation  
13100 Worldgate Drive  
Suite 600  
Herndon, Virginia 20170  
(703) 834-8500  
(Name, address, including zip code, and telephone number  
including area code, of agent for service)

With copies to:

David M. Carter, Esq.  
Hunton & Williams  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, Virginia 23219-4074  
804-788-8200

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CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share (1)	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$.001 par value	200,000 shares	\$9.31	\$1,862,000	\$565.00

(1) Calculated pursuant to Rule 457(c) on the basis of \$9.31 per share, which was the average of the high and low prices of the Common Stock as quoted on the Nasdaq National Market on November 11, 1996.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

Not required to be filed with the Securities and Exchange Commission (the "Commission").

Item 2. Registrant Information and Employee Plan Annual Information.

Not required to be filed with the Commission.

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PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Company's Prospectus, dated October 9, 1996, contained in the Company's Registration Statement on Form S-4 (File No. 333-11081), filed with the Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act") is incorporated herein by reference and made a part hereof.

In addition, all documents filed by the Company pursuant to Section

13(a) and 13(c) of the Exchange Act after the date of the Prospectus and prior to the termination of the offering of shares of the Company's Common Stock pursuant to the IntelliData Technologies Corporation Non-Employee Directors' Stock Option Plan (the "Plan"), any definitive proxy or information statement filed pursuant to Section 14 of the Exchange Act in connection with any subsequent meeting of shareholders and any reports filed pursuant to Section 15(d) of the Exchange Act prior to any such termination of the offering of shares, shall be deemed to be incorporated by reference in the Prospectus and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of the Prospectus to the extent that a statement contained herein or in any other subsequently filed document that is or is deemed to be incorporated by reference herein modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of the Prospectus.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law ("DGCL") authorizes, inter alia, a corporation generally to indemnify any person ("indemnitee") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation, in a similar position with another corporation or entity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. With respect to actions or suits by or in the right of the corporation; however, an indemnitee who acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation is generally limited to attorneys' fees and other expenses, and no indemnification shall be made if such person is adjudged liable to the corporation unless and only to the extent that a court of competent jurisdiction determines that indemnification is appropriate. Section 145 further provides that any indemnification shall be made by the corporation only as authorized in each specific case upon a determination by the (i) stockholders, (ii) board of directors by a majority voted of a quorum consisting of directors who were not parties to such action, suit or

proceeding or (iii) independent counsel if a quorum of disinterested directors so directs, that indemnification of the indemnitee is proper because he has met the applicable standard of conduct. Section 145 provides that indemnification pursuant to its provisions

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is not exclusive of other rights of indemnification to which a person may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

Article IX of the InteliData Technologies Corporation ("InteliData") Amended and Restated Certificate of Incorporation provides that InteliData shall indemnify any and all persons permitted to be indemnified by Section 145 of DGCL to the fullest extent permitted by the DGCL.

Section 7.02 of the InteliData Bylaws, provides, in substance, that directors, officers, employees and agents shall be indemnified to the fullest extent permitted by Section 145 of the DGCL.

InteliData intends to enter into indemnification agreements with certain of its directors providing for indemnification to the fullest extent permitted by the laws of the State of Delaware. These agreements provide for specific procedures to better assure the directors' rights to indemnification, including procedures for directors to submit claims, for determination of directors' entitlement to indemnification (including the allocation of the burden of proof and selection of a reviewing party) and for enforcement of directors' indemnification rights.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.

- 4.1 Article IX of the Certificate of Incorporation of InteliData Technologies Corporation (incorporated herein by reference to Appendix IV to the Joint Proxy Statement/Prospectus included in InteliData's Registration Statement on Form S-4 filed with the Commission on August 29, 1996, as amended) (File No. 333-11081) and Section 7.02 of the Bylaws of InteliData Technologies Corporation (incorporated herein by reference to Appendix V to the Joint Proxy Statement/Prospectus included in InteliData's Registration Statement on Form S-4 filed with the Commission on August 29, 1996, as amended) (File No. 333-11081).

- 5.1 Opinion of Hunton & Williams as to the legality of the securities being registered.
- 10.1 IntelliData Technologies Corporation Non-Employee Directors' Stock Option Plan.
- 23.1 Consent of Hunton & Williams (included in the opinion filed as Exhibit 5.1 to the Registration Statement).
- 23.2 Consent of KPMG Peat Marwick LLP.
- 23.3 Consent of Deloitte & Touche LLP.
- 24.1 Power of Attorney (included on signature page).

Item 9. Undertakings

(a) The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are made, a post-effective amendment to this registration statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");

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- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change in such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment 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. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act, and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act, that is incorporated by reference in the registration statement 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.

(c) 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 6 above, or otherwise, the registrant has been advised that in the opinion of the 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 by 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 by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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#### 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-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Herndon, Commonwealth of Virginia on November 14, 1996.

INTELIDATA TECHNOLOGIES CORPORATION  
(Registrant)

By: /s/ John C. Backus, Jr.  
John C. Backus, Jr.  
President and Chief Operating Officer

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POWER OF ATTORNEY

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 November 14, 1996. Each of the directors and/or officers of InteliData Technologies Corporation, whose signature appears below hereby appoints Robert J. Schock, John C. Backus, Jr. and Albert N. Wergley, and each of them severally, as his attorney-in-fact to sign in his name and behalf, in any and all capacities stated below and to file with the Securities and Exchange Commission, any and all amendments, including post-effective amendments to this registration statement, making such changes in the registration statement as appropriate, and generally to do all such things in their behalf in their capacities as officers and directors to enable InteliData Technologies Corporation to comply with the provisions of the Securities Act of 1933, and all requirements of the Securities and Exchange Commission.

Signature	Title
/s/ Robert J. Schock Robert J. Schock	Chief Executive Officer, Vice-Chairman of the Board and Director (Principal Executive Officer)
/s/ John C. Backus, Jr. John C. Backus, Jr.	President, Chief Operating Officer and Director
/s/ John N. Giamalis John N. Giamalis	Vice President, Treasurer and Chief Financial Officer (Principal Financial and Accounting Officer)
/s/ William F. Gorog William F. Gorog	Chairman of the Board and Director
T. Coleman Andrews, III	Director

/s/ Walter M. Fiederowicz  
Walter M. Fiederowicz

Director

Patrick F. Graham

Director

Constantine S. Macricostas

Director

Wesley C. Tallman

Director

/s/ Timothy R. Welles  
Timothy R. Welles

Director

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#### EXHIBIT INDEX

Exhibit No.	Description
4.1	Article IX of the Certificate of Incorporation of InteliData Technologies Corporation (incorporated herein by reference to Appendix IV to the Joint Proxy Statement/Prospectus included in InteliData's Registration Statement on Form S-4 filed with the Commission on August 29, 1996, as amended) (File No. 333-11081) and Section 7.02 of the Bylaws of InteliData Technologies Corporation (incorporated herein by reference to Appendix V to the Joint Proxy Statement/Prospectus included in InteliData's Registration Statement on Form S-4 filed with the Commission on August 29, 1996, as amended) (File No. 333-11081).
5.1	Opinion of Hunton & Williams as to the legality of the securities being registered.
10.1	InteliData Technologies Corporation Non-Employee Directors' Stock Option Plan.
23.1	Consent of Hunton & Williams (included in the opinion filed as Exhibit 5.1 to the Registration Statement).

- 23.2 Consent of KPMG Peat Marwick LLP.
- 23.3 Consent of Deloitte & Touche LLP.
- 24.1 Power of Attorney (included on signature page).

HUNTON & WILLIAMS  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, Virginia 23219  
(804) 788-7209

November 14, 1996

Board of Directors  
InteliData Technologies Corporation  
13100 Worldgate Drive  
Suite 600  
Herndon, Virginia 20170

INTELIDATA TECHNOLOGIES CORPORATION  
REGISTRATION STATEMENT ON FORM S-8

Ladies & Gentlemen:

We are acting as counsel for InteliData Technologies Corporation (the "Company") in connection with its Registration Statement on Form S-8, as filed with the Securities and Exchange Commission, with respect to up to 200,000 shares of the Company's Common Stock to be issued by the Company (the "Shares") pursuant to the InteliData Technologies Corporation Non-Employee Directors' Stock Option Plan (the "Plan"). In connection with the filing of the Registration Statement, you have requested our opinion concerning certain corporate matters.

In rendering this opinion, we have relied upon, among other things, our examination of such records of the Company and certificates of its officers and of public officials as we have deemed necessary.

Based upon the foregoing and the further qualifications stated below, we are of the opinion that:

1. The Company has been duly incorporated and is validly existing and in good standing under the laws of the State of Delaware.
2. The Shares have been duly authorized and, when such shares have been issued in accordance with the terms of the Plan, will be legally issued, fully paid and nonassessable.

We consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Form S-8. In giving this consent, we do not admit that we are within the category of persons whose consent is required by section 7 of the Securities Act of 1933 or the rules and regulations promulgated thereunder by the Securities and Exchange Commission.

Very truly yours,

/s/ Hunton & Williams

INTELIDATA TECHNOLOGIES CORPORATION  
NON-EMPLOYEE DIRECTORS' STOCK OPTION PLAN

INTELIDATA TECHNOLOGIES CORPORATION  
NON-EMPLOYEE DIRECTORS' STOCK OPTION PLAN

ARTICLE I

DEFINITIONS

1.01. Administrator means the Corporate Secretary of the Company or his designee.

1.02. Affiliate means any "subsidiary corporation" or "parent corporation" as such terms are defined in Section 424 of the Code.

1.03. Agreement means a written agreement (including any amendment or supplement thereto) between the Company and a Participant specifying the terms and conditions of an Option granted to such Participant.

1.04. Award Date means the date of the Company's annual meeting of shareholders each year beginning in 1997 and thereafter during the term of the Plan.

1.05. Board means the Board of Directors of the Company.

1.06. Code means the Internal Revenue Code of 1986, and any amendments thereto.

1.07. Common Stock means the common stock of the Company.

1.08. Company means IntelliData Technologies Corporation.

1.09. Fair Market Value means, on any given date, the current fair market value of the shares of Common Stock as determined pursuant to subsection (a) or (b) below.

(a) While the Company is a Non-Public Company, Fair Market Value shall be determined by the Board using any reasonable method in good faith.

(b) While the Company is a Public Company, Fair Market Value shall be determined as follows: if the Common Stock is not listed on an established stock exchange, the Fair Market Value shall be the average reported "closing"

price of shares of Common Stock in the New York

over-the-counter market as reported by the National Association of Securities Dealers, Inc for the thirty trading days preceding the date of reference. If the Common Stock is listed on an established stock exchange or exchanges, Fair market Value shall be the average closing price of shares of Common Stock reported on that stock exchange or exchanges for the thirty trading days preceding the date of reference. For purposes of this definition, the term "Public Company" means a corporation that has sold securities pursuant to an effective registration statement on Form S-1 filed pursuant to the Securities Act of 1933, as amended and the term "Non-Public Company" means a corporation that has never sold securities pursuant to an effective registration statement on Form S-1 filed pursuant to the Securities Act of 1933, as amended.

1.10.Option means a stock option that entitles the holder to purchase from the Company a stated number of shares of Common Stock at the price set forth in an Agreement.

1.11.Participant means a member of the Board who, on the applicable Award Date, is not an employee of the Company or an Affiliate and who during the twelve month period preceding the applicable Award Date received less than \$100,000 from the Company or an Affiliate as compensation for consulting services.

1.12.Plan means the IntelliData Technologies Corporation Non-Employee Directors' Stock Option Plan.

## ARTICLE II

### PURPOSES

The Plan is intended to promote a greater identity of interest between the non-employee directors of the Company and the Company's shareholders, and to assist the Company in attracting and retaining non-employee directors by affording Participants an opportunity to share in the future success of the Company and its Affiliates. The Plan is intended to permit the grant of Options. The proceeds received by the Company from the sale of Common Stock pursuant to this Plan shall be used for general corporate purposes.

## ARTICLE III

### ADMINISTRATION

The Plan shall be administered by the Administrator. The Administrator shall have complete authority to interpret all provisions of this Plan; to prescribe the form of Agreements; to adopt, amend, and rescind rules and

regulations pertaining to the administration of this Plan; and to make all other determinations necessary or advisable for the administration of this Plan. The express grant in the Plan of any specific power to the Administrator shall not be construed as limiting any power or authority of the Administrator. Any decision made, or action taken, by the Administrator in connection with the administration of this Plan shall be final and conclusive.

The Administrator shall not be liable for any act done in good faith with respect to this Plan, any Agreement or Option. All expenses of administering this Plan shall be borne by the Company.

## ARTICLE IV

### OPTIONS

4.01.Option Grants. Each Participant will be awarded an Option for 6,000 shares of Common Stock on each Award Date.

4.02.Option Price. The price per share for Common Stock purchased on the exercise of an Option shall be the Fair Market Value on the applicable Award Date.

4.03.Vesting. A Participant's interest in an Option shall vest i.e., the Option shall become exercisable, with respect to one-twelfth of the shares of Common Stock subject to the Option on the first day of each of the twelve months beginning with the first day of the month following the applicable Award Date. Notwithstanding the preceding sentence, a Participant's interest in an Option shall not vest with respect to any additional shares following the date that he ceases to be a member of the Board for any reason.

4.04.Option Period The period in which an Option may be exercised is the period beginning on the applicable Award Date and ending on the tenth anniversary thereof. An Option may not be exercised after the end of such period.

4.05.Exercise. Subject to the provisions of Article VI, an Option may be exercised with respect to any number of whole shares of Common Stock for which the Option has vested in accordance with Section 4.03. In the event of the Participant's death, the Option may be exercised by the Participant's estate or by such person or persons who succeed to the Participant's rights by will or the laws of descent and distribution at any time during the period preceding the expiration of the Option under Section 4.04, but only with respect to all or part of the remaining shares that vested in accordance with Section 4.03. A partial exercise of an

Option shall not affect the right to exercise the Option from time to time in accordance with this Plan and the applicable Agreement with respect to the remaining whole shares subject to the Option with respect to which the Option

has vested in accordance with Section 4.03.

4.06.Payment of Option Price. Payment of the Option price shall be made in cash, a cash equivalent acceptable to the Administrator or by surrender of shares of Common Stock. The Fair Market Value (determined as of the day preceding the date of exercise) of any Common Stock surrendered and any cash or cash equivalent paid in connection with the exercise of an Option must not be less than the Option price for the number of shares for which the Option is being exercised.

4.07.Shareholder Rights. No Participant shall have any rights as a shareholder with respect to shares subject to his or her Option until such Option is exercised and the option price is received by the Company.

4.08.Stock Subject to Options. Upon the exercise of any Option, the Company may deliver to the Participant (or the Participant's broker if the Participant so directs), shares from its previously authorized but unissued Common Stock. The maximum aggregate number of shares of Common Stock that may be issued pursuant to the exercise of Options under this Plan is 200,000 shares, subject to adjustment as provided in Article V.

## ARTICLE V

### ADJUSTMENT UPON CHANGE IN COMMON STOCK

The number of shares for which Options may be granted under Article IV (both individually and in the aggregate), and the terms of outstanding Options shall be adjusted as the Administrator shall determine to be equitably required in the event that (a) the Company (i) effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or (ii) engages in a transaction described in Section 424 of the Code or (b) there occurs any other event which in the judgment of the Administrator necessitates such action. Any determination made under this Article V by the Administrator shall be final and conclusive.

The issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares for which Options may be granted under Article IV (either individually or in the aggregate), or outstanding Options.

## ARTICLE VI

No Option shall be exercisable, no Common Stock shall be issued, no certificates for shares of Common Stock shall be delivered, except in compliance with all applicable federal and state laws and regulations (including, without limitation where applicable, withholding tax

requirements), any listing agreement to which the Company is a party, and the rules of all domestic stock exchanges on which the Company's shares may be listed. The Company shall have the right to rely on an opinion of its counsel as to such compliance. Any share certificate issued to evidence Common Stock for which an Option is exercised may bear such legends and statements as the Administrator may deem advisable to assure compliance with federal and state laws and regulations. No Option shall be exercisable, no Common Stock shall be issued and no certificate for shares shall be delivered until the Company has obtained such consent or approval as the Administrator may deem advisable from regulatory bodies having jurisdiction over such matters.

## ARTICLE VII

### GENERAL PROVISIONS

7.01.Effect on Service. Neither the adoption of this Plan, its operation, nor any documents describing or referring to this Plan (or any part thereof) shall confer upon any Participant any right to continue service as a member of the Board.

7.02.Unfunded Plan. The Plan shall be unfunded and the Company shall not be required to segregate any asset that may at any time be represented by grants under this Plan. Any liability of the Company to any person with respect to any grant under this Plan shall be based solely upon any contractual obligations that may be created pursuant to this Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company or Affiliates.

7.03.Rules of Construction. Headings are given to the articles and sections of this Plan solely as a convenience to facilitate reference. The reference to any statute, regulation, or other provision of law shall be construed to refer to any amendment to or successor of such provision of law.

7.04.Nontransferability. A Participant may not transfer or assign any rights he or she has under this Plan other than by will or the laws of descent and distribution. During the lifetime of the Participant to whom an Option is granted, the Option may be exercised only by the Participant. No right or interest of a Participant under this Plan shall be liable for, or subject to, any lien, obligation, or liability of such Participant.

## ARTICLE VIII

### AMENDMENT AND TERMINATION

The Board may amend or terminate this Plan at any time and from time to time; provided, however, that no amendment may become effective until shareholder approval is obtained if the amendment (a) materially increases the aggregate number of shares of Common Stock that may be issued pursuant to the Plan, (b) materially increases the benefits accruing to Participants under the Plan or (c) materially changes the class of individuals who may become participants. Neither an amendment nor the termination of this Plan shall, without a Participant's consent, adversely affect any rights of such Participant under any Option outstanding at the time of such amendment or termination.

## ARTICLE IX

### DURATION OF PLAN

Subject to Section 4.08, no Options may be granted under this Plan after the Award Date in 2006. Options granted on or before that date shall remain valid in accordance with their terms.

## ARTICLE X

### EFFECTIVE DATE OF PLAN

This Plan will be effective upon its approval by a majority of the votes entitled to be cast by the shareholders of the Company, voting either in person or by proxy, at a duly held shareholders' meeting or by the unanimous consent of the Company's shareholders.

ACCOUNTANTS' CONSENT

The Stockholders and Board of Directors  
InteliData Technologies Corporation:

We consent to the use of our reports dated February 5, 1996 on the financial statements and schedule of US Order, Inc. as of December 31, 1995 and 1994, and for each of the years in the three-year period ended December 31, 1995, incorporated herein by reference.

/s/ KPMG Peat Marwick LLP

KPMG Peat Marwick LLP

Washington, D.C.  
November 11, 1996

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of IntelliData Technologies Corporation Non-Employee Directors' Stock Option Plan on Form S-8 of our report dated January 26, 1996, appearing in the Annual Report on Form 10-K of Colonial Data Technologies Corp. for the year ended December 31, 1995 incorporated by reference in Registration Statement No. 333-11081 of IntelliData Technologies Corporation on Form S-4.

DELOITTE & TOUCHE LLP

Hartford, Connecticut  
November 12, 1996