
UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

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

For the quarterly period ended **June 30, 2024**

OR

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

For the transition period from _____ to _____

Commission file number: **001-38855**

Nasdaq, Inc.

(Exact name of registrant as specified in its charter)

Delaware

52-1165937

(State or Other Jurisdiction of Incorporation or Organization)

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

151 W. 42nd Street, New York, New York 10036

(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: **+1 212 401 8700**

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	NDAQ	The Nasdaq Stock Market
4.500% Senior Notes due 2032	NDAQ32	The Nasdaq Stock Market
0.900% Senior Notes due 2033	NDAQ33	The Nasdaq Stock Market
0.875% Senior Notes due 2030	NDAQ30	The Nasdaq Stock Market
1.75% Senior Notes due 2029	NDAQ29	The Nasdaq Stock Market

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

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

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

<u>Class</u>	<u>Outstanding at July 29, 2024</u>
Common Stock, \$0.01 par value per share	575,940,337 shares

	<u>Page</u>
Part I. FINANCIAL INFORMATION	
Item 1. Financial Statements (unaudited)	1
Condensed Consolidated Balance Sheets	1
Condensed Consolidated Statements of Income	2
Condensed Consolidated Statements of Comprehensive Income	3
Condensed Consolidated Statements of Changes in Stockholders' Equity	4
Condensed Consolidated Statements of Cash Flows	5
Notes to Condensed Consolidated Financial Statements	6
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	29
Item 3. Quantitative and Qualitative Disclosures About Market Risk	45
Item 4. Controls and Procedures	47
Part II. OTHER INFORMATION	
Item 1. Legal Proceedings	48
Item 1A. Risk Factors	48
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	48
Item 3. Defaults Upon Senior Securities	48
Item 4. Mine Safety Disclosures	48
Item 5. Other Information	49
Item 6. Exhibits	49
SIGNATURES	50

About this Form 10-Q

Throughout this Form 10-Q, unless otherwise specified:

- “Nasdaq,” “we,” “us” and “our” refer to Nasdaq, Inc.
- “Nasdaq Baltic” refers to collectively, Nasdaq Tallinn AS, Nasdaq Riga, AS, and AB Nasdaq Vilnius.
- “Nasdaq BX” refers to the cash equity exchange operated by Nasdaq BX, Inc.
- “Nasdaq BX Options” refers to the options exchange operated by Nasdaq BX, Inc.
- “Nasdaq Clearing” refers to the clearing operations conducted by Nasdaq Clearing AB.
- “Nasdaq CXC” and “Nasdaq CX2” refer to the Canadian cash equity trading books operated by Nasdaq CXC Limited.
- “Nasdaq First North” refers to our alternative marketplaces for smaller companies and growth companies in the Nordic and Baltic regions.
- “Nasdaq GEMX” refers to the options exchange operated by Nasdaq GEMX, LLC.
- “Nasdaq ISE” refers to the options exchange operated by Nasdaq ISE, LLC.
- “Nasdaq MRX” refers to the options exchange operated by Nasdaq MRX, LLC.
- “Nasdaq Nordic” refers to collectively, Nasdaq Clearing AB, Nasdaq Stockholm AB, Nasdaq Copenhagen A/S, Nasdaq Helsinki Ltd, and Nasdaq Iceland hf.
- “Nasdaq PHLX” refers to the options exchange operated by Nasdaq PHLX LLC.
- “Nasdaq PSX” refers to the cash equity exchange operated by Nasdaq PHLX LLC.
- “The Nasdaq Options Market” refers to the options exchange operated by The Nasdaq Stock Market LLC.
- “The Nasdaq Stock Market” refers to the cash equity exchange and listing venue operated by The Nasdaq Stock Market LLC.

Nasdaq also provides as a tool for the reader the following list of abbreviations and acronyms that are used throughout this Quarterly Report on Form 10-Q.

2022 Revolving Credit Facility: \$1.25 billion senior unsecured revolving credit facility, which matures on December 16, 2027

2025 Notes: \$500 million aggregate principal amount of 5.650% senior unsecured notes due June 28, 2025

2026 Notes: \$500 million aggregate principal amount of 3.850% senior unsecured notes due June 30, 2026

2028 Notes: \$1 billion aggregate principal amount of 5.350% senior unsecured notes due June 28, 2028

2029 Notes: €600 million aggregate principal amount of 1.75% senior unsecured notes due March 28, 2029

2030 Notes: €600 million aggregate principal amount of 0.875% senior unsecured notes due February 13, 2030

2031 Notes: \$650 million aggregate principal amount of 1.650% senior unsecured notes due January 15, 2031

2032 Notes: €750 million aggregate principal amount of 4.500% senior unsecured notes due February 15, 2032

2033 Notes: €615 million aggregate principal amount of 0.900% senior unsecured notes due July 30, 2033

2034 Notes: \$1.25 billion aggregate principal amount of 5.550% senior unsecured notes due February 15, 2034

2040 Notes: \$650 million aggregate principal amount of 2.500% senior unsecured notes due December 21, 2040

2050 Notes: \$500 million aggregate principal amount of 3.250% senior unsecured notes due April 28, 2050

2052 Notes: \$550 million aggregate principal amount of 3.950% senior unsecured notes due March 7, 2052

2053 Notes: \$750 million aggregate principal amount of 5.950% senior unsecured notes due August 15, 2053

2063 Notes: \$750 million aggregate principal amount of 6.100% senior unsecured notes due June 28, 2063

Adenza: Adenza Holdings, Inc.

ARR: Annualized Recurring Revenue

ASU: Accounting Standards Update

AUM: Assets Under Management

CCP: Central Counterparty

CFTC: U.S. Commodity Futures Trading Commission

ESG: Environmental, Social and Governance

EMIR: European Market Infrastructure Regulation

ESPP: Nasdaq Employee Stock Purchase Plan

ETP: Exchange Traded Product

Exchange Act: Securities Exchange Act of 1934, as amended

FASB: Financial Accounting Standards Board

FINRA: Financial Industry Regulatory Authority

IPO: Initial Public Offering

NSCC: National Securities Clearing Corporation

OCC: The Options Clearing Corporation

OTC: Over-the-Counter

PSU: Performance Share Unit

SaaS: Software as a Service

SEC: U.S. Securities and Exchange Commission

SERP: Supplemental Executive Retirement Plan

SPAC: Special Purpose Acquisition Company

SFSA: Swedish Financial Supervisory Authority

SOFR: Secured Overnight Financing Rate

S&P 500: S&P 500 Stock Index

TSR: Total Shareholder Return

U.S. GAAP: U.S. Generally Accepted Accounting Principles

U.S. Tape plans: U.S. cash equity and U.S. options industry data

NASDAQ, the NASDAQ logos, and other brand, service or product names or marks referred to in this report are trademarks or service marks, registered or otherwise, of Nasdaq, Inc. and/or its subsidiaries. FINRA and Trade Reporting Facility are registered trademarks of FINRA.

This Quarterly Report on Form 10-Q includes market share and industry data that we obtained from industry publications and surveys, reports of governmental agencies and internal company surveys. Industry publications and surveys generally state that the information they contain has been obtained from sources believed to be reliable, but we cannot assure you that this information is accurate or complete. We have not independently verified any of the data from third-party sources nor have we ascertained the underlying economic assumptions relied upon therein. Statements as to our market position are based on the most currently available market data. For market comparison purposes, The Nasdaq Stock Market data in this Quarterly Report on Form 10-Q for IPOs and new listings of equity securities (including issuers that switched from other listings venues, closed-end funds and ETPs) is based on data generated internally by us; therefore, the data may not be comparable to other publicly-available IPO data. Data in this Quarterly Report on Form 10-Q for IPOs and new listings of equity securities on the Nasdaq Nordic and Nasdaq Baltic exchanges and Nasdaq First North also is based on data generated internally by us. IPOs and new listings data is presented as of period end. While we are not aware of any misstatements regarding industry data presented herein, our estimates involve risks and uncertainties and are subject to change based on various factors. We refer you to the “Risk Factors” section in our Form 10-K for the fiscal year ended December 31, 2023 that was filed with the SEC on February 21, 2024.

Nasdaq intends to use its website, ir.nasdaq.com, as a means for disclosing material non-public information and for complying with SEC Regulation FD and other disclosure obligations.

Forward-Looking Statements

The SEC encourages companies to disclose forward-looking information so that investors can better understand a company's future prospects and make informed investment decisions. This Quarterly Report on Form 10-Q contains these types of statements. Words such as "may," "will," "could," "should," "anticipates," "envisions," "estimates," "expects," "projects," "intends," "plans," "believes" and words or terms of similar substance used in connection with any discussion of future expectations as to industry and regulatory developments or business initiatives and strategies, future operating results or financial performance, and other future developments are intended to identify forward-looking statements. These include, among others, statements relating to:

- our strategic direction, including changes to our corporate structure;
- the integration of acquired businesses, including accounting decisions relating thereto;
- the scope, nature or impact of acquisitions, divestitures, investments, joint ventures or other transactional activities;
- the effective dates for, and expected benefits of, ongoing initiatives, including transactional activities and other strategic, restructuring, technology, ESG, de-leveraging and capital return initiatives;
- our products and services;
- the impact of pricing changes;
- tax matters;
- the cost and availability of liquidity and capital; and
- any litigation, or any regulatory or government investigation or action, to which we are or could become a party or which may affect us and any potential settlements of litigation, regulatory or governmental investigations or actions.

Forward-looking statements involve risks and uncertainties. Factors that could cause actual results to differ materially from those contemplated by the forward-looking statements include, among others, the following:

- our operating results may be lower than expected;
- our ability to successfully integrate acquired businesses or divest sold businesses or assets, including the fact that any integration or transition may be more difficult, time consuming or costly than expected, and we may be unable to realize synergies from business combinations, acquisitions, divestitures or other transactional activities;
- loss of significant trading and clearing volumes or values, fees, market share, listed companies, market data customers or other customers;
- our ability to develop and grow our non-trading businesses;
- our ability to keep up with rapid technological advances, including our ability to effectively manage the development and use of artificial intelligence in certain of our products and offerings, and adequately address cybersecurity risks;

- economic, political and market conditions and fluctuations, including inflation, interest rate and foreign currency risk inherent in U.S. and international operations, and geopolitical instability;
- the performance and reliability of our technology and technology of third parties on which we rely;
- any significant systems failures or errors in our operational processes;
- our ability to continue to generate cash and manage our indebtedness; and
- adverse changes that may occur in the litigation or regulatory areas, or in the securities markets generally, or increased regulatory oversight domestically or internationally.

Most of these factors are difficult to predict accurately and are generally beyond our control. You should consider the uncertainty and any risk related to forward-looking statements that we make. These risk factors are more fully described in the "Risk Factors" section in our Form 10-K filed with the SEC on February 21, 2024. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this report. You should carefully read this entire Quarterly Report on Form 10-Q, including "Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations" and the condensed consolidated financial statements and the related notes. Except as required by the federal securities laws, we undertake no obligation to update any forward-looking statement, release publicly any revisions to any forward-looking statements or report the occurrence of unanticipated events. For any forward-looking statements contained in any document, we claim the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995.

PART I - FINANCIAL INFORMATION
Item 1. Financial Statements
Nasdaq, Inc.
Condensed Consolidated Balance Sheets
(in millions, except share and par value amounts)

	June 30, 2024 (unaudited)	December 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 416	\$ 453
Restricted cash and cash equivalents	24	20
Default funds and margin deposits (including restricted cash and cash equivalents of \$5,037 and \$6,645, respectively)	5,546	7,275
Financial investments	174	188
Receivables, net	960	929
Other current assets	189	231
Total current assets	7,309	9,096
Property and equipment, net	556	576
Goodwill	13,984	14,112
Intangible assets, net	7,171	7,443
Operating lease assets	400	402
Other non-current assets	790	665
Total assets	\$ 30,210	\$ 32,294
Liabilities		
Current liabilities:		
Accounts payable and accrued expenses	\$ 301	\$ 332
Section 31 fees payable to SEC	213	84
Accrued personnel costs	213	303
Deferred revenue	736	594
Other current liabilities	234	146
Default funds and margin deposits	5,546	7,275
Short-term debt	548	291
Total current liabilities	7,791	9,025
Long-term debt	9,249	10,163
Deferred tax liabilities, net	1,632	1,642
Operating lease liabilities	409	417
Other non-current liabilities	221	220
Total liabilities	19,302	21,467
Commitments and contingencies		
Equity		
Nasdaq stockholders' equity:		
Common stock, \$0.01 par value, 900,000,000 shares authorized, shares issued: 599,826,741 at June 30, 2024 and 598,014,520 at December 31, 2023; shares outstanding: 576,063,740 at June 30, 2024 and 575,159,336 at December 31, 2023	6	6
Additional paid-in capital	5,528	5,496
Common stock in treasury, at cost: 23,763,001 shares at June 30, 2024 and 22,855,184 shares at December 31, 2023	(641)	(587)
Accumulated other comprehensive loss	(2,011)	(1,924)
Retained earnings	8,016	7,825
Total Nasdaq stockholders' equity	10,898	10,816
Noncontrolling interests	10	11
Total equity	10,908	10,827
Total liabilities and equity	\$ 30,210	\$ 32,294

See accompanying notes to condensed consolidated financial statements.

Nasdaq, Inc.
Condensed Consolidated Statements of Income
(unaudited)
(in millions, except per share amounts)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Revenues:				
Capital Access Platforms	\$ 481	\$ 438	\$ 960	\$ 852
Financial Technology	420	235	813	463
Market Services	883	750	1,678	1,631
Other revenues	8	10	18	20
Total revenues	1,792	1,433	3,469	2,966
Transaction-based expenses:				
Transaction rebates	(483)	(444)	(965)	(931)
Brokerage, clearance and exchange fees	(150)	(64)	(227)	(197)
Revenues less transaction-based expenses	1,159	925	2,277	1,838
Operating expenses:				
Compensation and benefits	328	261	669	517
Professional and contract services	39	30	72	61
Technology and communication infrastructure	69	56	135	110
Occupancy	27	32	56	71
General, administrative and other	30	22	58	35
Marketing and advertising	12	9	23	19
Depreciation and amortization	153	65	308	134
Regulatory	18	9	28	17
Merger and strategic initiatives	4	45	13	47
Restructuring charges	56	14	82	33
Total operating expenses	736	543	1,444	1,044
Operating income	423	382	833	794
Interest income	6	8	12	15
Interest expense	(102)	(36)	(211)	(73)
Other income (loss)	12	(6)	13	(7)
Net income (loss) from unconsolidated investees	2	(11)	6	3
Income before income taxes	341	337	653	732
Income tax provision	119	70	198	165
Net income	222	267	455	567
Net loss attributable to noncontrolling interests	—	—	1	1
Net income attributable to Nasdaq	\$ 222	\$ 267	\$ 456	\$ 568
Per share information:				
Basic earnings per share	\$ 0.39	\$ 0.54	\$ 0.79	\$ 1.16
Diluted earnings per share	\$ 0.38	\$ 0.54	\$ 0.79	\$ 1.15
Cash dividends declared per common share	\$ 0.24	\$ 0.22	\$ 0.46	\$ 0.42

See accompanying notes to condensed consolidated financial statements.

Nasdaq, Inc.
Condensed Consolidated Statements of Comprehensive Income
(unaudited)
(in millions)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income	\$ 222	\$ 267	\$ 455	\$ 567
Other comprehensive income (loss):				
Foreign currency translation gains (losses)	38	(116)	(79)	(138)
Income tax benefit (expense) ⁽¹⁾	(5)	3	(20)	10
Foreign currency translation, net	33	(113)	(99)	(128)
Employee benefit plan adjustment	—	—	19	—
Income tax expense	—	—	(5)	—
Employee benefit plan, net	—	—	14	—
Other	—	—	(2)	—
Total other comprehensive income (loss), net of tax	33	(113)	(87)	(128)
Comprehensive income	255	154	368	439
Comprehensive loss attributable to noncontrolling interests	—	—	1	1
Comprehensive income attributable to Nasdaq	<u>\$ 255</u>	<u>\$ 154</u>	<u>\$ 369</u>	<u>\$ 440</u>

⁽¹⁾ Primarily relates to the tax effect of unrealized gains and losses on Euro denominated notes.

See accompanying notes to condensed consolidated financial statements.

Nasdaq, Inc.
Condensed Consolidated Statements of Changes in Stockholders' Equity
(unaudited)
(in millions)

	Three Months Ended June 30,				Six Months Ended June 30,			
	2024		2023		2024		2023	
	Shares	\$	Shares	\$	Shares	\$	Shares	\$
Common stock	576	6	490	5	575	6	492	5
Additional paid-in capital								
Beginning balance		5,526		1,312		5,496		1,445
Share repurchase program	(1)	(58)	—	—	(1)	(58)	(3)	(159)
Share-based compensation	1	39	2	34	3	69	3	60
Other issuances of common stock, net	—	21	—	17	—	21	—	17
Ending balance		5,528		1,363		5,528		1,363
Common stock in treasury, at cost								
Beginning balance		(611)		(555)		(587)		(515)
Other employee stock activity	—	(30)	(1)	(28)	(1)	(54)	(1)	(68)
Ending balance		(641)		(583)		(641)		(583)
Accumulated other comprehensive loss								
Beginning balance		(2,044)		(2,006)		(1,924)		(1,991)
Other comprehensive income (loss)		33		(113)		(87)		(128)
Ending balance		(2,011)		(2,119)		(2,011)		(2,119)
Retained earnings								
Beginning balance		7,932		7,411		7,825		7,207
Net income attributable to Nasdaq		222		267		456		568
Cash dividends declared and paid		(138)		(109)		(265)		(206)
Ending balance		8,016		7,569		8,016		7,569
Total Nasdaq stockholders' equity		10,898		6,235		10,898		6,235
Noncontrolling interests								
Beginning balance		10		12		11		13
Net activity related to noncontrolling interests		—		—		(1)		(1)
Ending balance		10		12		10		12
Total Equity	576	\$ 10,908	491	\$ 6,247	576	\$ 10,908	491	\$ 6,247

See accompanying notes to condensed consolidated financial statements.

Nasdaq, Inc.
Condensed Consolidated Statements of Cash Flows
(unaudited)
(in millions)

	Six Months Ended June 30,	
	2024	2023
Cash flows from operating activities:		
Net income	\$ 455	\$ 567
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	308	134
Share-based compensation	69	60
Deferred income taxes	(40)	30
Extinguishment of debt and bridge fees	—	25
Non-cash restructuring charges	28	12
Net income from unconsolidated investees	(6)	(3)
Operating lease asset impairments	—	13
Other reconciling items included in net income	16	21
Net change in operating assets and liabilities:		
Receivables, net	(56)	72
Other assets	2	10
Accounts payable and accrued expenses	(41)	14
Section 31 fees payable to SEC	130	(60)
Accrued personnel costs	(86)	(85)
Deferred revenue	144	189
Other liabilities	67	(20)
Net cash provided by operating activities	990	979
Cash flows from investing activities:		
Purchases of securities	(114)	(411)
Proceeds from sales and redemptions of securities	119	296
Purchases of property and equipment	(91)	(79)
Investments related to default funds and margin deposits, net ⁽¹⁾	86	(103)
Other investing activities	(18)	5
Net cash used in investing activities	(18)	(292)
Cash flows from financing activities:		
Repayments of commercial paper, net	(241)	(524)
Repayments of term loan	(340)	—
Payment of debt extinguishment cost and bridge fees	—	(25)
Proceeds from issuances of debt, net of issuance costs	—	5,016
Repurchases of common stock	(58)	(159)
Dividends paid	(265)	(206)
Proceeds received from employee stock activity and other issuances	21	18
Payments related to employee shares withheld for taxes	(54)	(68)
Default funds and margin deposits	(1,396)	364
Net cash provided by (used in) financing activities	(2,333)	4,416
Effect of exchange rate changes on cash and cash equivalents and restricted cash and cash equivalents	(280)	(230)
Net increase (decrease) in cash and cash equivalents and restricted cash and cash equivalents	(1,641)	4,873
Cash and cash equivalents, restricted cash and cash equivalents at beginning of period	7,118	6,994
Cash and cash equivalents, restricted cash and cash equivalents at end of period	\$ 5,477	\$ 11,867
Reconciliation of Cash, Cash Equivalents and Restricted Cash and Cash Equivalents		
Cash and cash equivalents	\$ 416	\$ 5,347
Restricted cash and cash equivalents	24	23
Restricted cash and cash equivalents (default funds and margin deposits)	5,037	6,497
Total	\$ 5,477	\$ 11,867
Supplemental Disclosure Cash Flow Information		
Interest paid	\$ 226	\$ 67
Income taxes paid, net of refund	\$ 102	\$ 136

⁽¹⁾ Includes purchases and proceeds from sales and redemptions related to the default funds and margin deposits of our clearing operations. For further information, see "Default Fund Contributions and Margin Deposits," within Note 14, "Clearing Operations."

See accompanying notes to condensed consolidated financial statements.

Nasdaq, Inc.

Notes to Condensed Consolidated Financial Statements

(Unaudited)

1. ORGANIZATION AND NATURE OF OPERATIONS

Nasdaq is a global technology company serving corporate clients, investment managers, banks, brokers, and exchange operators as they navigate and interact with the global capital markets and the broader financial system. We aspire to deliver world-leading platforms that improve the liquidity, transparency, and integrity of the global economy. Our diverse offering of data, analytics, software, exchange capabilities, and client-centric services enables clients to optimize and execute their business vision with confidence.

In the fourth quarter of 2023, following the completion of the Adenza acquisition, including its two flagship solutions, AxiomSL and Calypso, we aligned our business more closely with the foundational shifts that are driving the evolution of the global financial system. We now manage, operate and provide our products and services in three business segments: Capital Access Platforms, Financial Technology and Market Services. The divisional structure, which was implemented during the fourth quarter of 2023, is as follows:

Pre-Acquisition		Post-Acquisition	
Capital Access Platforms	Data & Listings Index Workflow & Insights	Capital Access Platforms	Data & Listings Index Workflow & Insights
Anti-Financial Crime	Fraud & AML Surveillance	Financial Technology	Financial Crime Management Technology Regulatory Technology • Surveillance • AxiomSL Capital Markets Technology • Market Technology • Trade Management Services • Calypso
Market Platforms	Marketplace Technology Trading Services	Market Services	Trading Services

Capital Access Platforms

Our Capital Access Platforms segment comprises Data & Listing Services, Index and Workflow & Insights.

Our Data business distributes historical and real-time market data to sell-side customers, the institutional investing community, retail online brokers, proprietary trading firms and other venues, as well as internet portals and data distributors. Our data products can enhance the transparency of market activity within our exchanges and provide critical information to professional and non-professional investors globally.

Our Listing Services business operates listing platforms in the U.S. and Europe to provide multiple global capital raising solutions for public companies. Our main listing markets are The Nasdaq Stock Market and the Nasdaq Nordic and Nasdaq Baltic exchanges. Through Nasdaq First North, our Nordic and Baltic operations also offer alternative marketplaces for smaller companies and growth companies.

As of June 30, 2024, a total of 5,202 companies listed securities on our U.S., Nasdaq Nordic, Nasdaq Baltic and Nasdaq First North exchanges. As of June 30, 2024, there were 4,004 total listings on The Nasdaq Stock Market, including 645 ETPs. The combined market capitalization in the U.S. was approximately \$31.8 trillion. In Europe, the Nasdaq Nordic and Nasdaq Baltic exchanges, together with Nasdaq First North, were home to 1,198 listed companies with a combined market capitalization of approximately \$2.2 trillion.

Our Index business develops and licenses Nasdaq-branded indices and financial products. We also license cash-settled options, futures and options on futures on our indices. As of June 30, 2024, 372 ETPs listed on 27 exchanges in over 20 countries tracked a Nasdaq index and accounted for \$569 billion in AUM.

Workflow & Insights includes our analytics and corporate solutions businesses. Our analytics business provides asset managers, investment consultants and institutional asset owners with information and analytics to make data-driven investment decisions, deploy their resources more productively, and provide liquidity solutions for private funds. Through our eVestment and Solovis solutions, we provide a suite of cloud-based solutions that help institutional investors and consultants conduct pre-investment due diligence, and monitor their portfolios post-investment. The eVestment platform also enables asset managers to efficiently distribute information about their firms and funds to asset owners and consultants worldwide.

Through our Solovis platform, endowments, foundations, pensions and family offices transform how they collect and aggregate investment data, analyze portfolio performance, model and predict future outcomes, and share meaningful portfolio insights with key stakeholders. The Nasdaq Fund Network and Nasdaq Data Link are additional platforms in our suite of investment data analytics offerings and data management tools.

Our corporate solutions business serves both public and private companies and organizations through our Investor Relations Intelligence, ESG Solutions and Governance Solutions products. Our public company clients can be companies listed on our exchanges or other U.S. and global exchanges. Our private company clients include a diverse group of organizations ranging from family-owned companies, government organizations, law firms, privately held entities, and various non-profit organizations to hospitals and healthcare systems. We help organizations enhance their ability to understand and expand their global shareholder base, improve corporate governance, and navigate the evolving ESG landscape through our suite of advanced technology, analytics, reporting and consulting services.

Financial Technology

Our Financial Technology segment comprises Financial Crime Management Technology, Regulatory Technology and Capital Markets Technology solutions.

Financial Crime Management Technology includes our Verafin solution, a cloud-based platform to help financial institutions detect, investigate, and report money laundering and financial fraud.

Regulatory Technology comprises our surveillance and AxiomSL solutions. Our surveillance solutions are designed for banks, brokers and other market participants to assist them in complying with market abuse and integrity rules and regulations. In addition, we provide regulators and exchanges with a platform for surveillance. AxiomSL is a global leader in risk data management and regulatory reporting solutions for the financial industry, including banks, broker dealers and asset managers. Its unique enterprise data management platform delivers data lineage, risk aggregation, analytics, workflow automation, reconciliation, validation and audit functionality, as well as disclosures. AxiomSL's platform supports compliance across a wide range of global and local regulations.

Capital Markets Technology includes market technology, trade management services and Calypso. Our market technology business is a leading global technology solutions provider and partner to exchanges, clearing organizations, central securities depositories, regulators, banks, brokers, buy-side firms and corporate businesses. Our market technology solutions are utilized by leading markets in North America, Europe and Asia as well as emerging markets in the Middle East, Latin America, and Africa. Our trade management services provide market participants with a wide variety of alternatives for connecting to and accessing our markets for a fee. Our marketplaces may be accessed via a number of different protocols used for quoting, order entry, trade reporting and connectivity to various data feeds. We also provide colocation services to market participants, whereby we offer firms cabinet space and power to house their own equipment and servers within our data centers. Additionally, we offer a number of wireless connectivity offerings between select data centers using millimeter wave and microwave technology. Calypso is a leading provider of front-to-back technology solutions for the financial markets. The Calypso platform provides customers with a single platform designed from the outset to enable consolidation, innovation and growth.

Market Services

Our Market Services segment includes revenues from equity derivatives trading, cash equity trading, Nordic fixed income trading & clearing, Nordic commodities and U.S. Tape plans data. We operate 19 exchanges across several asset classes, including derivatives, commodities, cash equity, debt, structured products and ETPs. In addition, in certain countries where we operate exchanges, we also provide clearing, settlement and central depository services. In June

2023, we entered into an agreement to sell our Nordic power trading and clearing business, which agreement was subsequently terminated in June 2024. Revenues from this business continue to be reflected in Other Revenues in the Condensed Consolidated Statements of Income for all periods, and in our Corporate segment for our segment disclosures. Additionally, certain data revenues from this business that were previously included in our Capital Access Platforms segment are also reflected in Other Revenues in the Condensed Consolidated Statements of Income for all periods, and in our Corporate segment for our segment disclosures.

Our transaction-based platforms provide market participants with the ability to access, process, display and integrate orders and quotes. The platforms allow the routing and execution of buy and sell orders as well as the reporting of transactions, providing fee-based revenues.

2. BASIS OF PRESENTATION AND PRINCIPLES OF CONSOLIDATION

The condensed consolidated financial statements are prepared in accordance with U.S. GAAP and include the accounts of Nasdaq, its wholly-owned subsidiaries and other entities in which Nasdaq has a controlling financial interest. When we do not have a controlling interest in an entity, but exercise significant influence over the entity's operating and financial policies, such investment is accounted for under the equity method of accounting. We recognize our share of earnings or losses of an equity method investee based on our ownership percentage. See "Equity Method Investments," of Note 6, "Investments," for further discussion of our equity method investments.

The accompanying condensed consolidated financial statements reflect all adjustments which are, in the opinion of management, necessary for a fair statement of the results. These adjustments are of a normal recurring nature. All significant intercompany accounts and transactions have been eliminated in consolidation.

As permitted under U.S. GAAP, certain footnotes or other financial information can be condensed or omitted in the interim condensed consolidated financial statements. The information included in this Quarterly Report on Form 10-Q should be read in conjunction with the consolidated financial statements and accompanying notes included in Nasdaq's Form 10-K. The year-end balance sheet data was derived from the audited financial statements, but does not include all disclosures required by U.S. GAAP.

Certain prior year amounts have been reclassified to conform to the current year presentation.

Accounting Estimates

In preparing our condensed consolidated financial statements, we make assumptions, judgments and estimates that can have a significant impact on our revenues, operating income and net income, as well as on the value of certain assets and liabilities in our Condensed Consolidated Balance Sheets. At least quarterly, we evaluate our assumptions, judgments and estimates, and make changes as deemed necessary.

Recent Accounting Developments

In November 2023, the FASB issued ASU 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures." ASU 2023-07 requires disclosure of significant segment expenses that are regularly provided to the chief operating decision maker ("CODM") and included within the segment measure of profit or loss, an amount and description of its composition for other segment items to reconcile to segment profit or loss, and the title and position of the entity's CODM and an explanation of how the CODM uses the reported measure of segment profit or loss in assessing segment performance and deciding how to allocate resources. ASU 2023-07 will be applied retrospectively and is effective for annual reporting periods in fiscal years beginning after December 15, 2023, and interim reporting periods in fiscal years beginning after December 31, 2024. We are currently reviewing the impact that the adoption of ASU 2023-07 may have on our consolidated financial statements and disclosures.

Subsequent Events

We have evaluated subsequent events through the issuance date of this Quarterly Report on Form 10-Q. See Note 4, "Acquisition," for further discussion.

3. REVENUE FROM CONTRACTS WITH CUSTOMERS

Disaggregation of Revenue

The following tables summarize the disaggregation of revenue by major product and service and by segment for the three and six months ended June 30, 2024 and 2023:

	Three Months Ended June 30,	
	2024	2023
	(in millions)	
Capital Access Platforms		
Data & Listing Services	\$ 187	\$ 187
Index	167	129
Workflow & Insights	127	122
Financial Technology		
Financial Crime Management Technology	67	54
Regulatory Technology	95	35
Capital Markets Technology	258	146
Market Services, net	250	242
Other revenues	8	10
Revenues less transaction-based expenses	<u>\$ 1,159</u>	<u>\$ 925</u>
	Six Months Ended June 30,	
	2024	2023
	(in millions)	
Capital Access Platforms		
Data & Listing Services	\$ 372	\$ 371
Index	336	239
Workflow & Insights	252	242
Financial Technology		
Financial Crime Management Technology	131	106
Regulatory Technology	186	67
Capital Markets Technology	496	290
Market Services, net	486	503
Other revenues	18	20
Revenues less transaction-based expenses	<u>\$ 2,277</u>	<u>\$ 1,838</u>

Substantially all revenues from the Capital Access Platforms segment were recognized over time for the three and six months ended June 30, 2024 and 2023. For the three and six months ended June 30, 2024, 15.8% and 13.8%, respectively, of Regulatory Technology revenues related to AxiomSL were recognized at a point in time, and for the three and six months ended June 30, 2024, 14.7% and 13.1%, respectively, of Capital Markets Technology revenues related to Calypso were recognized at a point in time. The remaining Financial Technology revenues were recognized over time. For the three and six months ended June 30, 2024 and 2023 approximately 95.9%, and 92.9%, respectively, of Market Services revenues were recognized at a point in time and 4.1%, and 7.1%, respectively, were recognized over time.

Contract Balances

Substantially all of our revenues are considered to be revenues from contracts with customers. The related accounts receivable balances are recorded in our Condensed Consolidated Balance Sheets as receivables, which are net of allowance for doubtful accounts of \$16 million as of June 30, 2024 and \$18 million as of December 31, 2023. There were no material upward or downward adjustments to the allowance during the six months ended June 30, 2024. We do not have obligations for warranties, returns or refunds to customers.

Deferred revenue is the only significant contract asset or liability as of June 30, 2024. Deferred revenue represents consideration received that is yet to be recognized as revenue for unsatisfied performance obligations. See Note 7, "Deferred Revenue," for our discussion on deferred revenue balances, activity, and expected timing of recognition.

We do not provide disclosures about transaction price allocated to unsatisfied performance obligations if contract durations are less than one year. For our initial listings, the transaction price allocated to remaining performance obligations is included in deferred revenue, and therefore not included below. For our Financial Crime Management Technology, Regulatory Technology, Capital Markets Technology and Workflow & Insights contracts, the portion of transaction price allocated to unsatisfied performance obligations is presented in the table below. To the extent consideration has been received, unsatisfied performance obligations would be included in the table below as well as deferred revenue.

The following table summarizes the amount of the transaction price allocated to performance obligations that are unsatisfied, for contract durations greater than one year, as of June 30, 2024:

	Financial Crime Management Technology	Regulatory Technology	Capital Markets Technology	Workflow & Insights	Total
	(in millions)				
Remainder of 2024	\$ 110	\$ 140	\$ 178	\$ 89	\$ 517
2025	240	256	278	135	909
2026	181	98	216	72	567
2027	91	57	151	31	330
2028	27	39	98	14	178
2029+	9	13	204	2	228
Total	\$ 658	\$ 603	\$ 1,125	\$ 343	\$ 2,729

4. ACQUISITION

In June 2023, we entered into a definitive agreement to acquire Adenza, a provider of mission-critical risk management and regulatory software to the financial services industry, for \$5.75 billion in cash (subject to customary post-closing adjustments) and a fixed amount of 85.6 million shares of Nasdaq common stock, based on the volume-weighted average price per share over 15 consecutive trading days prior to signing. Nasdaq issued approximately \$5.0 billion of debt, and entered into a \$600 million term loan, and used the proceeds for the cash portion of the consideration. See "Senior Unsecured Notes" and "2023 Term Loan" in "Financing of the Adenza Acquisition" of Note 8, "Debt Obligations," for further discussion.

On November 1, 2023, Nasdaq completed the acquisition of Adenza for a total purchase consideration of \$9,984 million, which comprises the following:

	(in millions, except price per share)
Shares of Nasdaq common stock issued	85.6
Closing price per share of Nasdaq common stock on November 1, 2023	\$ 48.71
Fair value of equity portion of the purchase consideration	\$ 4,170
Cash consideration	\$ 5,814
Total purchase consideration	\$ 9,984

At the closing of the transaction, the 85.6 million shares of Nasdaq common stock were issued to Thoma Bravo, the sole shareholder of Adenza, and represented approximately 15% of the outstanding shares of Nasdaq. For further discussion on the rights of common stockholders refer to "Common Stock" of Note 11, "Nasdaq Stockholders' Equity." Adenza is part of our Financial Technology segment.

On July 26, 2024, Nasdaq announced a secondary public offering of 41.6 million shares of our common stock held by Thoma Bravo, which was offered to the public at \$65.30 per share. In addition, on July 25, 2024, Nasdaq entered into a share repurchase agreement with Thoma Bravo to repurchase 1.2 million shares of our common stock, subject to the completion of the secondary public offering. These transactions were completed on July 30, 2024. Nasdaq used cash on hand and borrowings under our commercial paper program to fund the share repurchase amount of \$77 million. At the completion of these transactions, Thoma Bravo held 42.8 million shares of Nasdaq common stock, representing approximately 7.4%.

The amounts in the table below represent the preliminary allocation of the purchase price to the acquired intangible assets, the deferred tax liability on the acquired intangible assets and other assets acquired and liabilities assumed based on their preliminary respective estimated fair values on the date of acquisition. These amounts are subject to revision during the remainder of the measurement period, a period not to exceed 12 months from the acquisition date.

Adjustments to the provisional values, which may include tax and other estimates, during the measurement period will be recorded in the reporting period in which the adjustment amounts are determined. Changes to amounts recorded as assets and liabilities may result in a corresponding adjustment to goodwill.

The excess purchase price over the net tangible and acquired intangible assets has been recorded as goodwill. The goodwill recognized is attributable primarily to expected synergies and is assigned to our Financial Technology segment.

	(in millions)
Goodwill	\$ 5,933
Acquired intangible assets	5,050
Receivables, net	236
Other net assets acquired	153
Cash and cash equivalents	48
Accrued personnel costs	(44)
Deferred revenue	(130)
Deferred tax liability on acquired intangible assets	(1,262)
Total purchase consideration	<u>\$ 9,984</u>

Intangible Assets

The following table presents the details of acquired intangible assets at the date of acquisition. Acquired intangible assets with finite lives are amortized using the straight-line method.

	Customer Relationships		Technology		Trade Names		Total Acquired Intangible Assets
Intangible asset value (in millions)	\$ 3,740	\$ 950	\$ 360	\$ 5,050			
Discount rate used	9.5 %	8.5 %	8.5 %				
Estimated average useful life	22 years	6 years	20 years				

Customer Relationships

Customer relationships represent the contractual relationships with customers.

Methodology

Customer relationships were valued using the income approach, specifically an excess earnings method. The excess earnings method examines the economic returns contributed by the identified tangible and intangible assets of a company, and then isolates the excess return that is attributable to the intangible asset being valued.

Discount Rate

The discount rate used reflects the amount of risk associated with the hypothetical cash flows for the customer relationships relative to the overall business. In developing a discount rate for the customer relationships, we estimated a weighted-average cost of capital for the overall business and we utilized this rate as an input when discounting the cash flows. The resulting discounted cash flows were then tax-effected at the applicable statutory rate.

A discounted tax amortization benefit was added to the fair value of the assets under the assumption that the customer relationships would be amortized for tax purposes over a period of 15 years.

Technology

As part of our acquisition of Adenza, we acquired developed technology relating to AxiomSL and Calypso.

Methodology

The developed technology was valued using the income approach, specifically the relief-from-royalty method, which is used to estimate the cost savings that accrue to the owner of an intangible asset who would otherwise have to pay royalties or license fees on revenues earned through the use of the asset. The royalty rate is applied to the projected revenue over the expected remaining life of the intangible asset to estimate royalty savings. The net after-tax royalty savings are calculated for each year in the remaining economic life of the technology and discounted to present value.

Discount Rate

The discount rate used reflects the amount of risk associated with the hypothetical cash flows for the developed technology relative to the overall business as discussed above in "Customer Relationships."

Trade Name

As part of our acquisition of Adenza, we acquired the AxiomSL and Calypso trade names. The trade names are recognized in the industry and carry a reputation for quality. As such, the reputation and positive recognition embodied in the trade names is a valuable asset to Nasdaq.

Methodology

The AxiomSL and Calypso trade names were valued using the income approach, specifically the relief-from-royalty method as discussed above in "Technology."

Discount Rate

The discount rate used reflects the amount of risk associated with the hypothetical cash flows for the trade name relative to the overall business as discussed above in "Customer Relationships."

5. GOODWILL AND ACQUIRED INTANGIBLE ASSETS

Goodwill

The following table presents the changes in goodwill by business segment during the six months ended June 30, 2024:

	(in millions)
Capital Access Platforms	
Balance at December 31, 2023	\$ 4,214
Foreign currency translation adjustments	(47)
Balance at June 30, 2024	\$ 4,167
Financial Technology	
Balance at December 31, 2023	\$ 7,873
Foreign currency translation adjustments	(16)
Balance at June 30, 2024	\$ 7,857
Market Services	
Balance at December 31, 2023	\$ 2,025
Foreign currency translation adjustments	(65)
Balance at June 30, 2024	\$ 1,960
Total	
Balance at December 31, 2023	\$ 14,112
Foreign currency translation adjustments	(128)
Balance at June 30, 2024	\$ 13,984

Goodwill represents the excess of purchase price over the value assigned to the net assets, including identifiable intangible assets, of a business acquired. Goodwill is allocated to our reporting units based on the assignment of the fair values of each reporting unit of the acquired company. We test goodwill for impairment at the reporting unit level annually, or in interim periods if certain events occur indicating that the carrying amount may be impaired, such as changes in the business climate, poor indicators of operating performance or the sale or disposition of a significant portion of a reporting unit. There was no impairment of goodwill for the three and six months ended June 30, 2024 and 2023; however, events such as prolonged economic weakness or unexpected significant declines in operating results of any of our reporting units or businesses may result in goodwill impairment charges in the future.

Acquired Intangible Assets

The following table presents details of our total acquired intangible assets, both finite- and indefinite-lived:

	June 30, 2024	December 31, 2023
	(in millions)	
Finite-Lived Intangible Assets		
Gross Amount		
Technology	\$ 1,235	\$ 1,254
Customer relationships	5,722	5,743
Trade names and other	417	417
Foreign currency translation adjustment	(216)	(194)
Total gross amount	\$ 7,158	\$ 7,220
Accumulated Amortization		
Technology	\$ (249)	\$ (169)
Customer relationships	(1,029)	(912)
Trade names and other	(32)	(21)
Foreign currency translation adjustment	136	120
Total accumulated amortization	\$ (1,174)	\$ (982)
Net Amount		
Technology	\$ 986	\$ 1,085
Customer relationships	4,693	4,831
Trade names and other	385	396
Foreign currency translation adjustment	(80)	(74)
Total finite-lived intangible assets	\$ 5,984	\$ 6,238
Indefinite-Lived Intangible Assets		
Exchange and clearing registrations	\$ 1,257	\$ 1,257
Trade names	121	121
Licenses	52	52
Foreign currency translation adjustment	(243)	(225)
Total indefinite-lived intangible assets	\$ 1,187	\$ 1,205
Total intangible assets, net	\$ 7,171	\$ 7,443

There was no impairment of intangible assets for the three and six months ended June 30, 2024 and 2023.

The following tables present our amortization expense for acquired finite-lived intangible assets:

	Three Months Ended June 30,	
	2024	2023
	(in millions)	
Amortization expense	\$ 122	\$ 37
	Six Months Ended June 30,	
	2024	2023
	(in millions)	
Amortization expense	\$ 244	\$ 75

The table below presents the estimated future amortization expense (excluding the impact of foreign currency translation adjustments of \$80 million as of June 30, 2024) of acquired finite-lived intangible assets as of June 30, 2024:

	(in millions)
Remainder of 2024	\$ 247
2025	499
2026	494
2027	494
2028	460
2029+	3,870
Total	\$ 6,064

6. INVESTMENTS

The following table presents the details of our investments:

	June 30, 2024	December 31, 2023
	(in millions)	
Financial investments	\$ 174	\$ 188
Equity method investments	407	380
Equity securities	109	87

Financial Investments

Financial investments are comprised of trading securities, primarily highly rated European government debt securities, of which \$167 million as of June 30, 2024 and \$168 million as of December 31, 2023 are assets primarily utilized to meet regulatory capital requirements, mainly for our clearing operations at Nasdaq Clearing.

Equity Method Investments

We record our estimated pro-rata share of earnings or losses each reporting period and record any dividends as a reduction in the investment balance. As of June 30, 2024 and 2023, our equity method investments primarily included our 40.0% equity interest in OCC.

The carrying amounts of our equity method investments are included in other non-current assets in the Condensed Consolidated Balance Sheets. No impairments were recorded for the three and six months ended June 30, 2024 and 2023.

Net income (loss) recognized from our equity interest in the earnings and losses of these equity method investments, was \$2 million and \$(11) million for the three months ended June 30, 2024 and 2023, respectively, and \$6 million and \$3 million for the six months ended June 30, 2024 and 2023, respectively.

Equity Securities

The carrying amounts of our equity securities are included in other non-current assets in the Condensed Consolidated Balance Sheets. We elected the measurement alternative for substantially all of our equity securities as they do not have a readily determinable fair value. No material adjustments were made to the carrying value of our equity securities for the three and six months ended June 30, 2024 and 2023. As of June 30, 2024 and December 31, 2023, our equity securities primarily represent various strategic minority investments made through our corporate venture program.

7. DEFERRED REVENUE

Deferred revenue represents consideration received that is yet to be recognized as revenue. The changes in our deferred revenue during the six months ended June 30, 2024 are reflected in the following table:

	Balance at December 31, 2023	Additions	Revenue Recognized	Foreign Currency Translation Adjustments	Balance at June 30, 2024
	(in millions)				
Capital Access Platforms:					
Initial Listings	\$ 97	\$ 15	\$ (21)	\$ (1)	90
Annual Listings	3	176	(1)	(1)	177
Workflow & Insights	180	136	(124)	—	192
Financial Technology:					
Financial Crime Management Technology	123	98	(83)	(4)	134
Regulatory Technology	68	36	(41)	(1)	62
Capital Markets Technology	183	55	(105)	(1)	132
Other	21	13	(6)	(1)	27
Total	\$ 675	\$ 529	\$ (381)	\$ (9)	\$ 814

In the above table:

- Additions reflect deferred revenue billed in the current period, net of recognition.
- Revenue recognized includes revenue recognized during the current period that was included in the beginning balance.
- Other primarily includes deferred revenue from our non-U.S. listing of additional shares fees and our Index business. These fees are included in our Capital Access Platforms segment.

As of June 30, 2024, we estimate that our deferred revenue will be recognized in the following years:

Fiscal year ended:	2024	2025	2026	2027	2028	2029+	Total
	(in millions)						
Capital Access Platforms:							
Initial Listings	\$ 18	\$ 29	\$ 24	\$ 12	\$ 5	\$ 2	\$ 90
Annual Listings	177	—	—	—	—	—	177
Workflow & Insights	143	49	—	—	—	—	192
Financial Technology:							
Financial Crime Management Technology	98	36	—	—	—	—	134
Regulatory Technology	44	18	—	—	—	—	62
Capital Markets Technology	110	17	2	2	1	—	132
Other	13	7	4	3	—	—	27
Total	\$ 603	\$ 156	\$ 30	\$ 17	\$ 6	\$ 2	\$ 814

In the above table, 2024 represents the remaining six months of 2024.

Deferred revenue that will be recognized beyond June 30, 2025 is included in other non-current liabilities in the Condensed Consolidated Balance Sheets. The timing of recognition of deferred revenue related to certain market technology contracts represents our best estimates as the recognition is primarily dependent upon the completion of customization and any significant modifications made pursuant to existing market technology contracts.

8. DEBT OBLIGATIONS

The following table presents the carrying amounts of our debt outstanding, net of unamortized debt issuance costs:

	June 30, 2024	December 31, 2023
	(in millions)	
Short-term debt:		
Commercial paper	\$ 50	\$ 291
2025 Notes, \$500 million, 5.650% notes due June 28, 2025	498	497
Total short-term debt	\$ 548	\$ 788
Long-term debt - senior unsecured notes:		
2026 Notes, \$500 million, 3.850% notes due June 30, 2026	499	499
2028 Notes, \$1 billion, 5.350% notes due June 28, 2028	993	991
2029 Notes, €600 million, 1.75% notes due March 28, 2029	639	658
2030 Notes, €600 million, 0.875% notes due February 13, 2030	639	658
2031 Notes, \$650 million, 1.650% notes due January 15, 2031	645	645
2032 Notes, €750 million, 4.500% notes due February 15, 2032	795	819
2033 Notes, €615 million, 0.900% notes due July 30, 2033	655	674
2034 Notes \$1.25 billion, 5.550% notes due February 15, 2034	1,240	1,239
2040 Notes, \$650 million, 2.500% notes due December 21, 2040	644	644
2050 Notes, \$500 million, 3.250% notes due April 28, 2050	487	487
2052 Notes, \$550 million, 3.950% notes due March 7, 2052	541	541
2053 Notes, \$750 million, 5.950% notes due August 15, 2053	738	738
2063 Notes, \$750 million, 6.100% notes due June 28, 2063	738	738
2023 Term Loan	—	339
2022 Revolving Credit Facility	(4)	(4)
Total long-term debt	\$ 9,249	\$ 9,666
Total debt obligations	\$ 9,797	\$ 10,454

In the table above, the 2025 Notes were reclassified to short-term debt as of June 30, 2024, including the balance as of December 31, 2023, for presentation purposes.

Commercial Paper Program

Our U.S. dollar commercial paper program is supported by our 2022 Revolving Credit Facility, which provides liquidity support for the repayment of commercial paper issued through this program. See “2022 Revolving Credit Facility” below for further discussion. The effective interest rate of commercial paper issuances fluctuates as short-term interest rates and demand fluctuate. The fluctuation of these rates may impact our interest expense.

Senior Unsecured Notes

Our 2040 Notes were issued at par. All of our other outstanding senior unsecured notes were issued at a discount. As a result of the discount, the proceeds received from each issuance were less than the aggregate principal amount. As of June 30, 2024, the amounts in the table above reflect the aggregate principal amount, less the unamortized debt issuance costs, which are being accreted through interest expense over the life of the applicable notes. The accretion of these costs was \$6 million for the six months ended June 30, 2024. Our Euro denominated notes are adjusted for the impact of foreign currency translation. Our senior unsecured notes are general unsecured obligations which rank equally with all of our existing and future unsubordinated obligations and are not guaranteed by any of our subsidiaries. The senior unsecured notes were issued under indentures that, among other things, limit our ability to consolidate, merge or sell all or substantially all of our assets, create liens, and enter into sale and leaseback transactions. The senior unsecured notes may be redeemed by Nasdaq at any time, subject to a make-whole amount.

Upon a change of control triggering event (as defined in the various supplemental indentures governing the applicable notes), the terms require us to repurchase all or part of each holder's notes for cash equal to 101% of the aggregate principal amount purchased plus accrued and unpaid interest, if any.

The 2029 Notes, 2030 Notes, 2032 Notes and 2033 Notes pay interest annually. All other notes pay interest semi-annually. The U.S senior unsecured notes coupon rates may vary with Nasdaq's debt rating, to the extent Nasdaq is downgraded below investment grade, up to an upward rate adjustment not to exceed 2%.

Net Investment Hedge

Our Euro denominated notes have been designated as a hedge of our net investment in certain foreign subsidiaries to mitigate the foreign exchange risk associated with certain investments in these subsidiaries. Accordingly, the remeasurement of these notes is recorded in accumulated other comprehensive loss within Nasdaq's stockholders' equity in the Condensed Consolidated Balance Sheets. For the six months ended June 30, 2024, the impact of translation decreased the U.S. dollar value of our Euro denominated notes by \$83 million.

Financing of the Adenza Acquisition

Senior Unsecured Notes

In June 2023, Nasdaq issued six series of notes for total proceeds of \$5,016 million, net of debt issuance costs of \$38 million, with various maturity dates ranging from 2025 to 2063. The net proceeds from these notes were used to finance the majority of the cash consideration due in connection with the Adenza acquisition. For further discussion of the Adenza acquisition, see Note 4, "Acquisition."

2023 Term Loan

In June 2023, in connection with the financing of the Adenza acquisition, we entered into a term loan credit agreement, or the 2023 Term Loan. The 2023 Term Loan provided us with the ability to borrow up to \$600 million to finance a portion of the cash consideration for the Adenza acquisition, for repayment of certain debt of Adenza and its subsidiaries, and to pay fees, costs and expenses related to the transaction. On November 1, 2023, we borrowed \$599 million, net of fees, under this term loan towards payment of the cash consideration due in connection with the Adenza acquisition. As of June 30, 2024 the term loan is fully repaid.

Credit Facilities

2022 Revolving Credit Facility

In December 2022, Nasdaq amended and restated its previously issued \$1.25 billion five-year revolving credit facility, with a new maturity date of December 16, 2027. Nasdaq intends to use funds available under the 2022 Revolving Credit Facility for general corporate purposes and to provide liquidity support for the repayment of commercial paper issued through the commercial paper program. Nasdaq is permitted to repay borrowings under our 2022 Revolving Credit Facility at any time in whole or in part, without penalty.

As of June 30, 2024, no amounts were outstanding on the 2022 Revolving Credit Facility. The \$(4) million balance represents unamortized debt issuance costs which are being accreted through interest expense over the life of the credit facility.

Borrowings under the revolving credit facility and swingline borrowings bear interest on the principal amount outstanding at a variable interest rate based on either the SOFR (or a successor rate to SOFR), the base rate (as defined in the 2022 Revolving Credit Facility agreement), or other applicable rate with respect to non-dollar borrowings, plus an applicable margin that varies with Nasdaq's debt rating. We are charged commitment fees of 0.100% to 0.250%, depending on our credit rating, whether or not amounts have been borrowed. These commitment fees are included in interest expense and were not material for the three and six months ended June 30, 2024 and 2023.

The 2022 Revolving Credit Facility contains financial and operating covenants. Financial covenants include a maximum leverage ratio. Operating covenants include, among other things, limitations on Nasdaq's ability to incur additional indebtedness, grant liens on assets, dispose of assets and make certain restricted payments. The facility also contains customary affirmative covenants, including access to financial statements, notice of defaults and certain other material events, maintenance of properties and insurance, and customary events of default, including cross-defaults to our material indebtedness.

The 2022 Revolving Credit Facility includes an option for Nasdaq to increase the available aggregate amount by up to \$750 million, subject to the consent of the lenders funding the increase and certain other conditions.

Other Credit Facilities

Certain of our European subsidiaries have several other credit facilities, which are available in multiple currencies, primarily to support our Nasdaq Clearing operations in Europe, as well as to provide a cash pool credit line. These credit facilities, in aggregate, totaled \$181 million as of June 30, 2024 and \$191 million as of December 31, 2023 in available liquidity, none of which was utilized. Generally, these facilities each have a one-year term. The amounts borrowed under these various credit facilities bear interest on the principal amount outstanding at a variable interest rate based on a base rate (as defined in the applicable credit agreement), plus an applicable margin. We are charged commitment fees (as defined in the applicable credit agreement), whether or not amounts have been borrowed. These commitment fees are included in interest expense and were not material for the three and six months ended June 30, 2024 and 2023.

These facilities include customary affirmative and negative operating covenants and events of default.

Debt Covenants

As of June 30, 2024, we were in compliance with the covenants of all of our debt obligations.

9. RETIREMENT PLANS

Defined Contribution Savings Plan

We sponsor a 401(k) plan, which is a voluntary defined contribution savings plan, for U.S. employees. Employees are immediately eligible to make contributions to the plan and are also eligible for an employer contribution match at an amount equal to 100.0% of the first 6.0% of eligible employee contributions. The following table presents the savings plan expense for the three and six months ended June 30, 2024 and 2023, which is included in compensation and benefits expense in the Condensed Consolidated Statements of Income:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(in millions)			
Savings Plan expense	\$ 5	\$ 5	\$ 10	\$ 10

Pension and Supplemental Executive Retirement Plans

Prior to 2024, we maintained non-contributory, defined-benefit pension plan, non-qualified SERPs for certain senior executives and other post-retirement benefit plans for eligible employees in the U.S. Most employees outside the U.S. are covered by local retirement plans or by applicable social laws. Benefits under social laws are generally expensed in the periods in which the costs are incurred.

In June 2023, we terminated our U.S. pension plan and took steps to wind down the plan and transfer the resulting liability to an insurance company which started in 2023 and was completed in 2024. These steps included settling all future obligations under our U.S. pension plan through a combination of lump sum payments to eligible, electing participants (completed in 2023) and the transfer of any remaining benefits to a third-party insurance company through a group annuity contract. In connection with the plan termination and partial settlement, a pre-tax charge of \$9 million was recorded to compensation and benefits expense in 2023. We finalized the transfer of any remaining benefits during the first quarter of 2024 and recorded an additional settlement pre-tax charge of \$23 million to compensation and benefits expense in the Condensed Consolidated Statements of Income. This was offset by a \$19 million adjustment to Other Comprehensive Income and a \$4 million cash settlement.

The total expense for these plans is included in compensation and benefits expense in the Condensed Consolidated Statements of Income:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(in millions)			
Retirement Plans expense	\$ 8	\$ 7	\$ 38	\$ 13

Nonqualified Deferred Compensation Plan

We sponsor a nonqualified plan, the Nasdaq, Inc. Deferred Compensation Plan. This plan provides certain eligible employees with the opportunity to defer a portion of their annual salary and bonus up to certain approval limits. All deferrals and associated earnings are our general unsecured obligations and were immaterial for the three and six months ended June 30, 2024 and 2023.

10. SHARE-BASED COMPENSATION

We have a share-based compensation program for employees and non-employee directors. Share-based awards granted under this program include restricted stock (consisting of restricted stock units), PSUs and stock options. For accounting purposes, we consider PSUs to be a form of restricted stock. Generally, annual employee awards are granted on or about April 1st of each year.

Summary of Share-Based Compensation Expense

The following table presents the total share-based compensation expense resulting from equity awards and the 15.0% discount for the ESPP for the three and six months ended June 30, 2024 and 2023, which is included in compensation and benefits expense in the Condensed Consolidated Statements of Income:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(in millions)			
Share-based compensation expense before income taxes	\$ 39	\$ 34	\$ 69	\$ 60

Common Shares Available Under Our Equity Plan

As of June 30, 2024, we had approximately 22.7 million shares of common stock authorized for future issuance under our Equity Plan.

Restricted Stock

We grant restricted stock to most employees. The grant date fair value of restricted stock awards is based on the closing stock price at the date of grant less the present value of future cash dividends. Restricted stock awards granted to employees below the manager level generally vest 33% on the first anniversary of the grant date, 33% on the second anniversary of the grant date, and the remainder on the third anniversary of the grant date. Restricted stock awards granted to employees at or above the manager level generally vest 33% on the second anniversary of the grant date, 33% on the third anniversary of the grant date, and the remainder on the fourth anniversary of the grant date.

Summary of Restricted Stock Activity

The following table summarizes our restricted stock activity for the six months ended June 30, 2024:

	Restricted Stock	
	Number of Awards	Weighted-Average Grant Date Fair Value
Unvested at December 31, 2023	4,209,299	\$ 51.15
Granted	1,798,206	56.96
Vested	(1,395,439)	44.31
Forfeited	(139,114)	54.85
Unvested at June 30, 2024	4,472,952	\$ 55.51

As of June 30, 2024, \$164 million of total unrecognized compensation cost related to restricted stock is expected to be recognized over a weighted-average period of 2.5 years.

PSUs

We grant three-year PSUs to certain eligible employees. PSUs are based on performance measures that impact the amount of shares that each PSU eligible individual receives, subject to the satisfaction of applicable market performance conditions, with a three-year cumulative performance period that vest at the end of the performance period and which settle in shares of our common stock. Compensation cost is recognized over the three-year performance period, taking into account an estimated forfeiture rate, regardless of whether the market condition is satisfied, provided that the requisite service period has been completed. Performance will be determined by comparing Nasdaq's TSR to two peer groups, each weighted 50.0%. The first peer group consists of exchange companies, and the second peer group consists of all companies in the S&P 500. Beginning in 2024, we replaced the exchange company peer group with the S&P 500 GICS 4020 Index, which is a blend of exchanges, as well as data, financial technology and banking companies to align more closely with Nasdaq's diverse business and competitors. Nasdaq's relative performance ranking against each of these groups will determine the final number of shares delivered to each individual under the program. The award issuance under this program will be between 0.0% and 200.0% of the number of PSUs granted and will be determined by Nasdaq's overall performance against both peer groups. However, if Nasdaq's TSR is negative for the three-year performance period, regardless of TSR ranking, the award issuance will not exceed 100.0% of the number of PSUs granted. We estimate the fair value of PSUs granted under the three-year PSU program using the Monte Carlo simulation model, as these awards contain a market condition.

In 2024, we also granted PSUs with a two-year performance period to certain eligible executives at the senior vice president level and above. These PSUs are based on performance measures relating to the implementation of certain integration actions in connection with the Adenza acquisition. Achievement of the targets impacts the amount of shares that each PSU eligible individual receives. The PSUs have a two-year performance period and will vest one year after the end of the performance period, and settle in shares of our common stock. The award issuance under this program will be between 0.0% and 200.0% of the number of PSUs granted.

Grants of PSUs that were issued in 2021 with a three-year performance period exceeded the applicable performance metrics. As a result, an additional 387,011 units above the original target were granted in the first quarter of 2024 and were fully vested upon issuance.

The following weighted-average assumptions were used to determine the weighted-average fair values of the outstanding PSU awards granted under the three-year PSU program during the six months ended June 30, 2024 and 2023:

Grant date	April 1, 2024	April 3, 2023
Weighted-average risk-free interest rate	4.51 %	3.75 %
Expected volatility	24.50 %	23.88 %
Weighted-average grant date share price	\$ 62.29	\$ 54.40
Weighted-average fair value at grant date	\$ 78.45	\$ 52.56

Summary of PSU Activity

The following table summarizes our PSU activity for the six months ended June 30, 2024:

	PSUs	
	Three-Year Program	
	Number of Awards	Weighted-Average Grant Date Fair Value
Unvested at December 31, 2023	2,008,322	\$ 62.86
Granted	1,270,334	73.76
Vested	(961,331)	73.14
Forfeited	(88,632)	61.76
Unvested at June 30, 2024	2,228,693	\$ 64.68

In the table above, in addition to the annual employee grant described above, the granted amount also includes additional awards granted based on overachievement of performance metrics.

As of June 30, 2024, the total unrecognized compensation cost related to the PSU program is \$89 million and is expected to be recognized over a weighted-average period of 1.7 years.

Stock Options

There were no stock option awards granted for the six months ended June 30, 2024. There were no stock options exercised for the six months ended June 30, 2024 and 2023.

A summary of our outstanding and exercisable stock options at June 30, 2024 is as follows:

	Number of Stock Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
Outstanding at June 30, 2024	1,420,323	\$ 41.79	4.7	\$ 31
Exercisable at June 30, 2024	806,451	\$ 22.23	2.5	\$ 31

As of June 30, 2024, the aggregate pre-tax intrinsic value of the outstanding and exercisable stock options in the above table was \$31 million and represents the difference between our closing stock price on June 30, 2024 of \$60.26 and the exercise price, times the number of shares that would have been received by the option holder had the option holder exercised the stock options on that date. This amount can change based on the fair market value of our common stock. As of June 30, 2024 and 2023, 0.8 million outstanding stock options were exercisable and the exercise price was \$22.23.

ESPP

We have an ESPP under which approximately 11.0 million shares of our common stock were available for future issuance as of June 30, 2024. Under our ESPP, employees may purchase shares having a value not exceeding 10.0% of their annual compensation, subject to applicable annual Internal Revenue Service limitations. We record compensation expense related to the 15.0% discount that is given to our employees.

11. NASDAQ STOCKHOLDERS' EQUITY

Common Stock

As of June 30, 2024, 900,000,000 shares of our common stock were authorized, 599,826,741 shares were issued and 576,063,740 shares were outstanding. As of December 31, 2023, 900,000,000 shares of our common stock were authorized, 598,014,520 shares were issued and 575,159,336 shares were outstanding. The holders of common stock are entitled to one vote per share, except that our certificate of incorporation limits the ability of any shareholder to vote in excess of 5.0% of the then-outstanding shares of Nasdaq common stock.

Common Stock in Treasury, at Cost

We account for the purchase of treasury stock under the cost method with the shares of stock repurchased reflected as a reduction to Nasdaq stockholders' equity and included in common stock in treasury, at cost in the Condensed Consolidated Balance Sheets. Shares repurchased under our share repurchase program are currently retired and canceled and are therefore not included in the common stock in treasury balance. If treasury shares are reissued, they are recorded at the average cost of the treasury shares acquired. We held 23,763,001 shares of common stock in treasury as of June 30, 2024 and 22,855,184 shares as of December 31, 2023, most of which are related to shares of our common stock withheld for the settlement of employee tax withholding obligations arising from the vesting of restricted stock and PSUs.

Share Repurchase Program

As of June 30, 2024, the remaining aggregate authorized amount under the existing share repurchase program was \$1.8 billion.

These repurchases may be made from time to time at prevailing market prices in open market purchases, privately-negotiated transactions, block purchase techniques, an accelerated share repurchase program or otherwise, as determined by our management. The repurchases are primarily funded from existing cash balances. The share repurchase program may be suspended, modified or discontinued at any time, and has no defined expiration date.

The following is a summary of our share repurchase activity, reported based on settlement date, for the six months ended June 30, 2024:

	Six Months Ended June 30, 2024
Number of shares of common stock repurchased	975,102
Average price paid per share	\$ 59.08
Total purchase price (in millions)	\$ 58

In the table above, the number of shares of common stock repurchased excludes an aggregate of 907,817 shares withheld to satisfy tax obligations of the grantee upon the vesting of restricted stock and PSUs, and these repurchases are excluded from our repurchase program.

As discussed above in “Common Stock in Treasury, at Cost,” shares repurchased under our share repurchase program are currently retired and cancelled.

Preferred Stock

Our certificate of incorporation authorizes the issuance of 30,000,000 shares of preferred stock, par value \$0.01 per share, issuable from time to time in one or more series. As of June 30, 2024 and December 31, 2023, no shares of preferred stock were issued or outstanding.

Cash Dividends on Common Stock

During the first six months of 2024, our board of directors declared and paid the following cash dividends:

Declaration Date	Dividend Per Common Share	Record Date	Total Amount Paid	Payment Date
			(in millions)	
January 29, 2024	\$ 0.22	March 14, 2024	\$ 127	March 28, 2024
April 24, 2024	0.24	June 14, 2024	138	June 28, 2024
			<u>\$ 265</u>	

The total amount paid of \$265 million was recorded in retained earnings within Nasdaq’s stockholders’ equity in the Condensed Consolidated Balance Sheets at June 30, 2024.

In July 2024, the board of directors approved a regular quarterly cash dividend of \$0.24 per share on our outstanding common stock. The dividend is payable on September 27, 2024 to shareholders of record at the close of business on September 13, 2024. The estimated aggregate payment of this dividend is \$138 million. Future declarations of quarterly dividends and the establishment of future record and payment dates are subject to approval by the board of directors.

The board of directors maintains a dividend policy with the intention to provide shareholders with regular and increasing dividends as earnings and cash flows increase.

12. EARNINGS PER SHARE

The following tables set forth the computation of basic and diluted earnings per share:

	Three Months Ended June 30,	
	2024	2023
Numerator:	(in millions, except share and per share amounts)	
Net income attributable to common shareholders	\$ 222	\$ 267
Denominator:		
Weighted-average common shares outstanding for basic earnings per share	576,375,433	490,778,304
Weighted-average effect of dilutive securities - Employee equity awards	2,575,343	2,852,781
Weighted-average common shares outstanding for diluted earnings per share	578,950,776	493,631,085
Basic and diluted earnings per share:		
Basic earnings per share	\$ 0.39	\$ 0.54
Diluted earnings per share	\$ 0.38	\$ 0.54
	Six Months Ended June 30,	
	2024	2023
Numerator:	(in millions, except share and per share amounts)	
Net income attributable to common shareholders	\$ 456	\$ 568
Denominator:		
Weighted-average common shares outstanding for basic earnings per share	575,913,549	490,357,081
Weighted-average effect of dilutive securities - Employee equity awards	3,027,384	3,845,307
Weighted-average common shares outstanding for diluted earnings per share	578,940,933	494,202,388
Basic and diluted earnings per share:		
Basic earnings per share	\$ 0.79	\$ 1.16
Diluted earnings per share	\$ 0.79	\$ 1.15

In the preceding table, employee equity awards from our PSU program, which are considered contingently issuable, are included in the computation of dilutive earnings per share on a weighted average basis when management determines that the applicable performance criteria would have been met if the performance period ended as of the date of the relevant computation.

Securities that were not included in the computation of diluted earnings per share because their effect was antidilutive were immaterial for the three and six months ended June 30, 2024 and 2023.

13. FAIR VALUE OF FINANCIAL INSTRUMENTS

The following tables present our financial assets and financial liabilities that were measured at fair value on a recurring basis as of June 30, 2024 and December 31, 2023.

	June 30, 2024			
	Total	Level 1	Level 2	Level 3
	(in millions)			
European government debt securities	\$ 168	\$ 168	\$ —	\$ —
Swedish mortgage bonds	6	—	6	—
Total assets at fair value	\$ 174	\$ 168	\$ 6	\$ —
	December 31, 2023			
	Total	Level 1	Level 2	Level 3
	(in millions)			
European government debt securities	\$ 170	\$ 170	\$ —	\$ —
State-owned enterprises and municipal securities	11	—	11	—
Swedish mortgage bonds	7	—	7	—
Total assets at fair value	\$ 188	\$ 170	\$ 18	\$ —

Financial Instruments Not Measured at Fair Value on a Recurring Basis

Some of our financial instruments are not measured at fair value on a recurring basis but are recorded at amounts that approximate fair value due to their liquid or short-term nature. Such financial assets and financial liabilities include: cash and cash equivalents, restricted cash and cash equivalents, receivables, net, certain other current assets, accounts payable and accrued expenses, Section 31 fees payable to SEC, accrued personnel costs, commercial paper and certain other current liabilities.

We have certain investments, primarily our investment in OCC, which are accounted for under the equity method of accounting. We have elected the measurement alternative for the majority of our equity securities, which primarily represent various strategic investments made through our corporate venture program. See “Equity Method Investments,” and “Equity Securities,” of Note 6, “Investments,” for further discussion.

We also consider our debt obligations to be financial instruments. As of June 30, 2024, the majority of our debt obligations were fixed-rate obligations. We are exposed to changes in interest rates as a result of borrowings under our 2022 Revolving Credit Facility, as the interest rates on this facility have a variable rate depending on the maturity of the borrowing and the implied underlying reference rate. We are also exposed to changes in interest rates on amounts outstanding from the sale of commercial paper under our commercial paper program. The fair value of our remaining debt obligations utilizing discounted cash flow analyses for our floating rate debt, and prevailing market rates for our fixed rate debt was \$9.0 billion as of June 30, 2024 and \$10.0 billion as of December 31, 2023. The discounted cash flow analyses are based on borrowing rates currently available to us for debt with similar terms and maturities. Our commercial paper and our fixed rate and floating rate debt are categorized as Level 2 in the fair value hierarchy.

For further discussion of our debt obligations, see Note 8, “Debt Obligations.”

Non-Financial Assets Measured at Fair Value on a Non-Recurring Basis

Our non-financial assets, which include goodwill, intangible assets, and other long-lived assets, are not required to be carried at fair value on a recurring basis. Fair value measures of non-financial assets are primarily used in the impairment analysis of these assets. Any resulting asset impairment would require that the non-financial asset be recorded at its fair value. Nasdaq uses Level 3 inputs to measure the fair value of the above assets on a non-recurring basis. As of June 30, 2024 and December 31, 2023, there were no non-financial assets measured at fair value on a non-recurring basis.

14. CLEARING OPERATIONS

Nasdaq Clearing

Nasdaq Clearing is authorized and supervised under EMIR as a multi-asset clearinghouse by the SFSA. Such authorization is effective for all member states of the European Union and certain other non-member states that are part of the European Economic Area, including Norway. The clearinghouse acts as the CCP for exchange and OTC trades in equity derivatives, fixed income derivatives, resale and repurchase contracts, power derivatives, emission allowance derivatives, and seafood derivatives. In June 2023, we entered into an agreement to sell our Nordic power trading and clearing business, which agreement was subsequently terminated in June 2024.

Through our clearing operations in the financial markets, which include the resale and repurchase market, the commodities markets, and the seafood market, Nasdaq Clearing is the legal counterparty for, and guarantees the fulfillment of, each contract cleared. These contracts are not used by Nasdaq Clearing for the purpose of trading on its own behalf. As the legal counterparty of each transaction, Nasdaq Clearing bears the counterparty risk between the purchaser and seller in the contract. In its guarantor role, Nasdaq Clearing has precisely equal and offsetting claims to and from clearing members on opposite sides of each contract, standing as the CCP on every contract cleared. In accordance with the rules and regulations of Nasdaq Clearing, default fund and margin collateral requirements are calculated for each clearing member's positions in accounts with the CCP. See "Default Fund Contributions and Margin Deposits" below for further discussion of Nasdaq Clearing's default fund and margin requirements.

Nasdaq Clearing maintains three member sponsored default funds: one related to financial markets, one related to commodities markets and one related to the seafood market. Under this structure, Nasdaq Clearing and its clearing members must contribute to the total regulatory capital related to the clearing operations of Nasdaq Clearing. This structure applies an initial separation of default fund contributions for the financial, commodities and seafood markets in order to create a buffer for each market's counterparty risks. See "Default Fund Contributions" below for further discussion of Nasdaq Clearing's default fund. A power of assessment and a liability waterfall have also been implemented to further align risk between Nasdaq Clearing and its clearing members. See "Power of Assessment" and "Liability Waterfall" below for further discussion.

Default Fund Contributions and Margin Deposits

As of June 30, 2024, clearing member default fund contributions and margin deposits were as follows:

	June 30, 2024		
	Cash Contributions	Non-Cash Contributions	Total Contributions
(in millions)			
Default fund contributions	\$ 993	\$ 124	\$ 1,117
Margin deposits	4,553	5,904	10,457
Total	\$ 5,546	\$ 6,028	\$ 11,574

Of the total default fund contributions of \$1,117 million, Nasdaq Clearing can utilize \$1,009 million as capital resources in the event of a counterparty default. The remaining balance of \$108 million pertains to member posted surplus balances.

Our clearinghouse holds material amounts of clearing member cash deposits which are held or invested primarily to provide security of capital while minimizing credit, market and liquidity risks. While we seek to achieve a reasonable rate of return, we are primarily concerned with preservation of capital and managing the risks associated with these deposits.

Clearing member cash contributions are maintained in demand deposits held at central banks and large, highly rated financial institutions or secured through direct investments, primarily central bank certificates and highly rated European government debt securities with original maturities primarily one year or less, reverse repurchase agreements and multilateral development bank debt securities. Investments in reverse repurchase agreements range in maturity from 1 to 8 days and are secured with highly rated government securities and multilateral development banks. The carrying value of these securities approximates their fair value due to the short-term nature of the instruments and reverse repurchase agreements.

Nasdaq Clearing has invested the total cash contributions of \$5,546 million as of June 30, 2024 and \$7,275 million as of December 31, 2023, in accordance with its investment policy as follows:

	June 30, 2024	December 31, 2023
(in millions)		
Demand deposits	\$ 3,943	\$ 5,344
Central bank certificates	1,094	1,301
Restricted cash and cash equivalents	\$ 5,037	\$ 6,645
European government debt securities	124	306
Reverse repurchase agreements	230	209
Multilateral development bank debt securities	155	115
Investments	\$ 509	\$ 630
Total	\$ 5,546	\$ 7,275

In the table above, the change from December 31, 2023 to June 30, 2024 includes currency translation adjustments, driven by the strengthening of the U.S. Dollar against the Swedish Krona and the Euro, of \$298 million for restricted cash and cash equivalents and \$35 million for investments.

For the six months ended June 30, 2024 and 2023, investments related to default funds and margin deposits, net includes purchases of investment securities of \$22,446 million and \$19,956 million respectively, and proceeds from sales and redemptions of investment securities of \$22,532 million, and \$19,853 million respectively.

In the investment activity related to default fund and margin contributions, we are exposed to counterparty risk related to reverse repurchase agreement transactions, which reflect the risk that the counterparty might become insolvent and, thus, fail to meet its obligations to Nasdaq Clearing. We mitigate this risk by only engaging in transactions with high credit quality reverse repurchase agreement counterparties and by limiting the acceptable collateral under the reverse repurchase agreement to high quality issuers, primarily government securities and other securities explicitly guaranteed by a government. The value of the underlying security is monitored during the lifetime of the contract, and in the event the market value of the underlying security falls below the reverse repurchase amount, our clearinghouse may require additional collateral or a reset of the contract.

Default Fund Contributions

Required contributions to the default funds are proportional to the exposures of each clearing member. When a clearing member is active in more than one market, contributions must be made to all markets' default funds in which the member is active. Clearing members' eligible contributions may include cash and non-cash contributions. Cash contributions received are maintained in demand deposits held at central banks and large, highly rated financial institutions or invested by Nasdaq Clearing, in accordance with its investment policy, either in central bank certificates, highly rated government debt securities, reverse repurchase agreements with highly rated government debt securities as collateral, or multilateral development bank debt securities. Nasdaq Clearing maintains and manages all cash deposits related to margin collateral. All risks and rewards of collateral ownership, including interest, belong to Nasdaq Clearing. Clearing members' cash contributions are included in default funds and margin deposits in the Condensed Consolidated Balance Sheets as both a current asset and a current liability. Non-cash contributions include highly rated government debt securities that must meet specific criteria approved by Nasdaq Clearing. Non-cash contributions are pledged assets that are not recorded in the Condensed Consolidated Balance Sheets as Nasdaq Clearing does not take legal ownership of these assets and the risks and rewards remain with the clearing members. These balances may fluctuate over time due to changes in the amount of deposits required and whether members choose to provide cash or non-cash contributions.

In addition to clearing members' required contributions to the liability waterfall, Nasdaq Clearing is also required to contribute capital to the liability waterfall and overall regulatory capital as specified under its clearinghouse rules. As of June 30, 2024, Nasdaq Clearing committed capital totaling \$122 million to the liability waterfall and overall regulatory capital, in the form of government debt securities, which are recorded as financial investments in the Condensed Consolidated Balance Sheets. The combined regulatory capital of the clearing members and Nasdaq Clearing is intended to secure the obligations of a clearing member exceeding such member's own margin and default fund deposits and may be used to cover losses sustained by a clearing member in the event of a default.

Margin Deposits

Nasdaq Clearing requires all clearing members to provide collateral, which may consist of cash and non-cash contributions, to guarantee performance on the clearing members' open positions, or initial margin. In addition, clearing members must also provide collateral to cover the daily margin call if needed. See "Default Fund Contributions" above for further discussion of cash and non-cash contributions.

Similar to default fund contributions, Nasdaq Clearing maintains and manages all cash deposits related to margin collateral. All risks and rewards of collateral ownership, including interest, belong to Nasdaq Clearing and are recorded in revenues. These cash deposits are recorded in default funds and margin deposits in the Condensed Consolidated Balance Sheets as both a current asset and a current liability. Pledged margin collateral is not recorded in our Condensed Consolidated Balance Sheets as all risks and rewards of collateral ownership, including interest, belong to the counterparty.

Nasdaq Clearing marks to market all outstanding contracts and requires payment from clearing members whose positions have lost value. The mark-to-market process helps identify any clearing members that may not be able to satisfy their financial obligations in a timely manner allowing Nasdaq Clearing the ability to mitigate the risk of a clearing member defaulting due to exceptionally large losses. In the event of a default, Nasdaq Clearing can access the defaulting member's margin and default fund deposits to cover the defaulting member's losses.

Regulatory Capital and Risk Management Calculations

Nasdaq Clearing manages risk through a comprehensive counterparty risk management framework, which comprises policies, procedures, standards and financial resources. The level of regulatory capital is determined in accordance with Nasdaq Clearing's regulatory capital and default fund policy, as approved by the SFSA. Regulatory capital calculations are continuously updated through a proprietary capital-at-risk calculation model that establishes the appropriate level of capital.

As mentioned above, Nasdaq Clearing is the legal counterparty for each contract cleared and thereby guarantees the fulfillment of each contract. Nasdaq Clearing accounts for this guarantee as a performance guarantee. We determine the fair value of the performance guarantee by considering daily settlement of contracts and other margining and default fund requirements, the risk management program, historical evidence of default payments, and the estimated probability of potential default payouts. The calculation is determined using proprietary risk management software that simulates gains and losses based on historical market prices, extreme but plausible market scenarios, volatility and other factors present at that point in time for those particular unsettled contracts. Based on this analysis, excluding any liability related to the Nasdaq commodities clearing default (see discussion above), the estimated liability was nominal and no liability was recorded as of June 30, 2024.

Power of Assessment

To further strengthen the contingent financial resources of the clearinghouse, Nasdaq Clearing has power of assessment that provides the ability to collect additional funds from its clearing members to cover a defaulting member's remaining obligations up to the limits established under the terms of the clearinghouse rules. The power of assessment corresponds to 230% of the clearing member's aggregate contribution to the financial, commodities and seafood markets' default funds.

Liability Waterfall

The liability waterfall is the priority order in which the capital resources would be utilized in the event of a default where the defaulting clearing member's collateral and default fund contribution would not be sufficient to cover the cost to settle its portfolio. If a default occurs and the defaulting clearing member's collateral, including cash deposits and pledged assets, is depleted, then capital is utilized in the following amount and order:

- junior capital contributed by Nasdaq Clearing, which totaled \$40 million as of June 30, 2024;
- a loss-sharing pool related only to the financial market that is contributed to by clearing members and only applies if the defaulting member's portfolio includes interest rate swap products;
- specific market default fund where the loss occurred (i.e., the financial, commodities, or seafood market), which includes capital contributions of the clearing members on a pro-rata basis; and
- fully segregated senior capital for each specific market contributed by Nasdaq Clearing, calculated in accordance with clearinghouse rules, which totaled \$17 million as of June 30, 2024.

If additional funds are needed after utilization of the liability waterfall, or if part of the waterfall has been utilized and needs to be replenished, then Nasdaq Clearing will utilize its power of assessment and additional capital contributions will be required by non-defaulting members up to the limits established under the terms of the clearinghouse rules.

In addition to the capital held to withstand counterparty defaults described above, Nasdaq Clearing also has committed capital of \$65 million to ensure that it can handle an orderly wind-down of its operation, and that it is adequately protected against investment, operational, legal, and business risks.

Market Value of Derivative Contracts Outstanding

The following table presents the market value of derivative contracts outstanding prior to netting:

	June 30, 2024	
	(in millions)	
Commodity and seafood options, futures and forwards	\$	44
Fixed-income options and futures		875
Stock options and futures		151
Index options and futures		48
Total	\$	1,118

In the table above:

- We determined the fair value of our option contracts using standard valuation models that were based on market-based observable inputs including implied volatility, interest rates and the spot price of the underlying instrument.
- We determined the fair value of our futures contracts based upon quoted market prices and average quoted market yields.
- We determined the fair value of our forward contracts using standard valuation models that were based on market-based observable inputs including benchmark rates and the spot price of the underlying instrument.

Derivative Contracts Cleared

The following table presents the total number of derivative contracts cleared through Nasdaq Clearing for the six months ended June 30, 2024 and 2023:

	Six Months Ended June 30,	
	2024	2023
Commodity and seafood options, futures and forwards	114,432	111,406
Fixed-income options and futures	9,699,691	9,765,001
Stock options and futures	11,827,220	10,695,634
Index options and futures	18,480,430	21,203,826
Total	40,121,773	41,775,867

In the table above, the total volume in cleared power related to commodity contracts was 122 Terawatt hours (TWh) and 162 TWh for the six months ended June 30, 2024 and 2023, respectively.

Resale and Repurchase Agreements Contracts Outstanding and Cleared

The outstanding contract value of resale and repurchase agreements was \$3.4 billion and \$2.4 billion as of June 30, 2024 and 2023, respectively. The total number of resale and repurchase agreements contracts cleared was 2,431,690 and 2,418,638 for the six months ended June 30, 2024 and 2023, respectively.

15. LEASES

We have operating leases, which are primarily real estate leases, predominantly for our U.S. and European headquarters, data centers and for general office space. The following table provides supplemental balance sheet information related to Nasdaq's operating leases:

Leases	Balance Sheet Classification	June 30, 2024	December 31, 2023
(in millions)			
Assets:			
Operating lease assets	Operating lease assets	\$ 400	\$ 402
Liabilities:			
Current lease liabilities	Other current liabilities	\$ 63	\$ 62
Non-current lease liabilities	Operating lease liabilities	409	417
Total lease liabilities		\$ 472	\$ 479

The following table summarizes Nasdaq's lease cost:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
(in millions)				
Operating lease cost	\$ 19	\$ 22	\$ 40	\$ 50
Variable lease cost	9	11	18	23
Sublease income	(1)	(1)	(2)	(2)
Total lease cost	\$ 27	\$ 32	\$ 56	\$ 71

In the table above, operating lease costs include short-term lease cost, which was immaterial.

In the first quarter of 2023, we initiated a review of our real estate and facility capacity requirements due to our new and evolving work models. As a result of this ongoing review, for the six months ended June 30, 2023, we recorded impairment charges of \$23 million, of which \$13 million related to operating lease asset impairment and is included in operating lease cost in the table above, \$5 million related to exit costs and is included in variable lease cost in the table above and \$5 million related to impairment of leasehold improvements, which are recorded in depreciation and amortization expense in the Condensed Consolidated Statements of Income. We fully impaired our lease assets for locations that we vacated with no intention to sublease. Substantially all of the property, equipment and leasehold improvements associated with the vacated leased office space were fully impaired as there are no expected future cash flows for these items.

The following table reconciles the undiscounted cash flows for the following years and total of the remaining years to the operating lease liabilities recorded in our Condensed Consolidated Balance Sheets.

	June 30, 2024
(in millions)	
Remainder of 2024	\$ 42
2025	73
2026	59
2027	55
2028	54
2029+	280
Total lease payments	\$ 563
Less: interest	(91)
Present value of lease liabilities	\$ 472

In the table above, interest is calculated using the interest rate for each lease. Present value of lease liabilities includes the current portion of \$63 million.

Total lease payments in the table above excludes \$83 million of legally binding minimum lease payments for leases signed but not yet commenced. The increase from 2023 related to a new lease signed in the first quarter of 2024 for our European headquarters. This lease will commence in 2025 with a lease term of 10 years. These payments also include a data center lease for which we have not yet obtained full control of the leased premises.

The following table provides information related to Nasdaq's lease term and discount rate:

	June 30, 2024
Weighted-average remaining lease term (in years)	9.3
Weighted-average discount rate	3.9 %

The following table provides supplemental cash flow information related to Nasdaq's operating leases:

	Six Months Ended June 30,	
	2024	2023
(in millions)		
Cash paid for amounts included in the measurement of operating lease liabilities	\$ 42	\$ 38
Lease assets obtained in exchange for operating lease liabilities	\$ 22	\$ 8

16. INCOME TAXES

Income Tax Provision

The following tables present our income tax provision and effective tax rate:

	Three Months Ended June 30,	
	2024	2023
(in millions)		
Income tax provision	\$ 119	\$ 70
Effective tax rate	34.9 %	20.8 %
	Six Months Ended June 30,	
	2024	2023
(in millions)		
Income tax provision	\$ 198	\$ 165
Effective tax rate	30.3 %	22.5 %

The higher effective tax rate for the three and six months ended June 30, 2024, as compared to the prior year periods, was primarily due to the completion of an intra-group transfer of certain intellectual property, or IP, assets to our U.S. headquarters, which resulted in a one-time net tax expense of \$33 million. The effective tax rate in 2023 included a higher tax benefit from a favorable audit settlement. The effective tax rate may vary from period to period depending on, among other factors, the geographic and business mix of earnings and losses. These and other factors, including history of pre-tax earnings and losses, are taken into account in assessing the ability to realize deferred tax assets.

Tax Audits

Nasdaq and its eligible subsidiaries file a consolidated U.S. federal income tax return, applicable state and local income tax returns and non-U.S. income tax returns. We are subject to examination by federal, state and local, and foreign tax authorities. Our federal income tax return is under audit for tax year 2018 and is subject to examination by the Internal Revenue Service for the years 2020 through 2022. Several state tax returns are currently under examination by the respective tax authorities for the years 2014 through 2022. Non-U.S. tax returns are subject to examination by the respective tax authorities for the years 2018 through 2023.

We regularly assess the likelihood of additional assessments by each jurisdiction and have established tax reserves that we believe are adequate in relation to the potential for additional assessments. Examination outcomes and the timing of examination settlements are subject to uncertainty. Although the results of such examinations may have an impact on our unrecognized tax benefits, we do not anticipate that such impact will be material to our condensed consolidated financial position or results of operations, but may be material to our operating results for a particular period and the effective tax rate for that period. We do not expect the settlement of any tax audits to be material in the next twelve months.

17. COMMITMENTS, CONTINGENCIES AND GUARANTEES

Guarantees Issued and Credit Facilities Available

In addition to the default fund contributions and margin collateral pledged by clearing members discussed in Note 14, "Clearing Operations," we have obtained financial guarantees and credit facilities, which are guaranteed by us through counter indemnities, to provide further liquidity related to our clearing businesses. Financial guarantees issued to us totaled \$4 million as of June 30, 2024 and December 31, 2023. As discussed in "Other Credit Facilities," of Note 8, "Debt Obligations," we also have credit facilities primarily related to our Nasdaq Clearing operations, which are available in multiple currencies, and totaled \$181 million as of June 30, 2024 and \$191 million as of December 31, 2023 in available liquidity, none of which was utilized.

Other Guarantees

Through our clearing operations in the financial markets, Nasdaq Clearing is the legal counterparty for, and guarantees the performance of, its clearing members. See Note 14, "Clearing Operations," for further discussion of Nasdaq Clearing performance guarantees.

We have provided a guarantee related to lease obligations for The Nasdaq Entrepreneurial Center, Inc., which is a not-for-profit organization designed to convene, connect and engage aspiring and current entrepreneurs. This entity is not included in the condensed consolidated financial statements of Nasdaq.

We believe that the potential for us to be required to make payments under these arrangements is unlikely. Accordingly, no contingent liability is recorded in the Condensed Consolidated Balance Sheets for the above guarantees.

Routing Brokerage Activities

One of our broker-dealer subsidiaries, Nasdaq Execution Services, provides a guarantee to securities clearinghouses and exchanges under its standard membership agreements, which require members to guarantee the performance of other members. If a member becomes unable to satisfy its obligations to a clearinghouse or exchange, other members would be required to meet its shortfalls. To mitigate these performance risks, the exchanges and clearinghouses often

require members to post collateral, as well as meet certain minimum financial standards. Nasdaq Execution Services' maximum potential liability under these arrangements cannot be quantified. However, we believe that the potential for Nasdaq Execution Services to be required to make payments under these arrangements is unlikely. Accordingly, no contingent liability is recorded in the Condensed Consolidated Balance Sheets for these arrangements.

Legal and Regulatory Matters

CFTC Matter

In June 2022, NASDAQ Futures, Inc. ("NFX"), a non-operational, wholly-owned subsidiary of Nasdaq, received a telephonic "Wells Notice" from the staff of the CFTC relating to certain alleged potential violations by NFX of provisions of the Commodity Exchange Act and CFTC rules thereunder during the period beginning July 2015 through October 2018. The alleged potential violations concern the accuracy of NFX's description of one of its market maker incentive programs. The Wells Notice informed NFX that the CFTC staff made, subject to consideration of NFX's response, a preliminary determination to recommend that the CFTC authorize an enforcement action against NFX in connection with its former futures exchange business. Nasdaq sold NFX's futures exchange business to a third-party in November 2019, including the portfolio of open interest in NFX contracts. During 2020, all remaining open interest in NFX contracts was migrated to other exchanges and NFX ceased operation. A Wells Notice is neither a formal charge of wrongdoing nor a final determination that the recipient has violated any law. NFX has submitted a response to the Wells Notice that contests all aspects of the CFTC staff's position. The CFTC staff subsequently informed us that it planned to formally recommend that the CFTC authorize a civil enforcement action. We have been engaged, however, in discussions with the CFTC staff about potentially agreeing to a settlement of this matter. The terms of any potential settlement offer are not finalized, are subject to change, and would require the CFTC's approval, but we anticipate that any settlement will involve the payment of a monetary penalty. While we cannot predict the ultimate outcome of this matter, including whether it will result in a settlement agreement, at this time we do not believe the outcome will have a material impact on our business or operating results. However, in the event that the parties are unable to reach a settlement agreement, the CFTC may still pursue a civil enforcement action, which could have a material negative impact on our business or operating results.

SFSA Inquiry

In September 2023, Nasdaq Stockholm AB, a wholly-owned subsidiary of Nasdaq and the operator of the Nasdaq Stockholm exchange, received a written notification from the SFSA regarding a review initiated with regard to the obligation of Nasdaq Stockholm AB to report suspected market abuse. The review was initiated in connection with an investigation of alleged insider trading in the shares of four companies listed on the Nasdaq Stockholm exchange. In June 2024, the SFSA issued Nasdaq Stockholm AB an administrative fine of SEK100 million, or \$9 million, for infringements of the Market Abuse Regulation and the Swedish Securities Market Act. Nasdaq Stockholm AB will not appeal the decision.

Other Matters

Except as disclosed above and in our prior reports filed under the Exchange Act, we are not currently a party to any litigation or proceeding that we believe could have a material adverse effect on our business, consolidated financial condition, or operating results. However, from time to time, we have been threatened with, or named as a defendant in, lawsuits or involved in regulatory proceedings.

In the normal course of business, Nasdaq discusses matters with its regulators raised during regulatory examinations or otherwise subject to their inquiries. Management believes that censures, fines, penalties or other sanctions that could result from any ongoing examinations or inquiries will not have a material impact on its consolidated financial position or results of operations. However, we are unable to predict the outcome or the timing of the ultimate resolution of these matters, or the potential fines, penalties or injunctive or other equitable relief, if any, that may result from these matters.

Tax Audits

We are engaged in ongoing discussions and audits with taxing authorities on various tax matters, the resolutions of which are uncertain. Currently, there are matters that may lead to assessments, some of which may not be resolved for several years. Based on currently available information, we believe we have adequately provided for any assessments that could result from those proceedings where it is more likely than not that we will be assessed. We review our positions on these matters as they progress. See "Tax Audits," of Note 16, "Income Taxes," for further discussion.

18. BUSINESS SEGMENTS

In the fourth quarter of 2023, following the completion of the Adenza acquisition, including its two flagship solutions, AxiomSL and Calypso, we aligned our business more closely with the foundational shifts that are driving the evolution of the global financial system. We now manage, operate and provide our products and services in three business segments: Capital Access Platforms, Financial Technology and Market Services. See Note 1, “Organization and Nature of Operations,” for further discussion of our reportable segments.

This Quarterly Report on Form 10-Q presents our results in alignment with the new corporate structure. All periods presented are restated to reflect the new structure.

Our management allocates resources, assesses performance and manages these businesses as three separate segments. We evaluate the performance of our segments based on several factors, of which the primary financial measure is operating income. Results of individual businesses are presented based on our management accounting practices and structure. Our chief operating decision maker does not review total assets or statements of income below operating income by segments as key performance metrics; therefore, such information is not presented below.

The following tables present certain information regarding our business segments for the three and six months ended June 30, 2024 and 2023:

	Three Months Ended June 30,	
	2024	2023
(in millions)		
<u>Capital Access Platforms</u>		
Total revenues	\$ 481	\$ 438
Operating income	271	241
<u>Financial Technology</u>		
Total revenues	420	235
Operating income	199	96
<u>Market Services</u>		
Total revenues	883	750
Transaction-based expenses	(633)	(508)
Revenues less transaction-based expenses	250	242
Operating income	146	143
<u>Corporate Items</u>		
Total revenues	8	10
Operating loss	(193)	(98)
<u>Consolidated</u>		
Total revenues	\$ 1,792	\$ 1,433
Transaction-based expenses	(633)	(508)
Revenues less transaction-based expenses	\$ 1,159	\$ 925
Operating income	\$ 423	\$ 382
	Six Months Ended June 30,	
	2024	2023
(in millions)		
<u>Capital Access Platforms</u>		
Total revenues	\$ 960	\$ 852
Operating income	551	465
<u>Financial Technology</u>		
Total revenues	813	463
Operating income	375	183
<u>Market Services</u>		
Total revenues	1,678	1,631
Transaction-based expenses	(1,192)	(1,128)
Revenues less transaction-based expenses	486	503
Operating income	277	305
<u>Corporate Items</u>		
Total revenues	18	20
Operating loss	(370)	(159)
<u>Consolidated</u>		
Total revenues	\$ 3,469	\$ 2,966
Transaction-based expenses	(1,192)	(1,128)
Revenues less transaction-based expenses	\$ 2,277	\$ 1,838
Operating income	\$ 833	\$ 794

The items below are allocated to Corporate Items in our management reports as we believe they do not contribute to a meaningful evaluation of a particular segment's ongoing operating performance. Management does not consider these items for the purpose of evaluating the performance of our segments or their managers or when making decisions to allocate resources. Therefore, we believe performance measures excluding the below items provide management with a useful representation of our segments' ongoing activity in each period. These items, which are presented in the tables below, include the following:

- *Amortization expense of acquired intangible assets:* We amortize intangible assets acquired in connection with various acquisitions. Intangible asset amortization expense can vary from period to period due to episodic acquisitions completed, rather than from our ongoing business operations. As such, if intangible asset amortization is included in performance measures, it is more difficult to assess the day-to-day operating performance of the segments, and the relative operating performance of the segments between periods.
- *Merger and strategic initiatives expense:* We have pursued various strategic initiatives and completed acquisitions and divestitures in recent years that have resulted in expenses which would not have otherwise been incurred. These expenses generally include integration costs, as well as legal, due diligence and other third-party transaction costs. The frequency and the amount of such expenses vary significantly based on the size, timing and complexity of the transaction. For the three and six months ended June 30, 2024, and for the three months ended June 30, 2023, these costs primarily relate to the Adenza acquisition. For the three and six months ended June 30, 2024, these costs were partially offset by the recognition of a termination fee due to Nasdaq in the second quarter of 2024, related to the termination of the proposed divestiture of our Nordic power trading and clearing business.
- *Restructuring charges:* In the fourth quarter of 2023, following the closing of the Adenza acquisition, our management approved, committed to and initiated a restructuring program, "Adenza Restructuring" to optimize our efficiencies as a combined organization. In October 2022, following our September 2022 announcement to realign our segments and leadership, we initiated a divisional alignment program with a focus on realizing the full potential of this structure. See Note 19, "Restructuring Charges," for further discussion of these plans.
- *Revenues and expenses - divested businesses:* In June 2023, we entered into an agreement to sell our Nordic power trading and clearing business, which agreement was subsequently terminated in June 2024. Revenues and expenses related to this business for the three and six months ended June 30, 2024 and 2023, continue to be included as revenues and expenses - divested businesses. Historically, these amounts were included in our Market Services and Capital Access Platforms results.

- *Other items:* We have included certain other charges or gains in corporate items, to the extent we believe they should be excluded when evaluating the ongoing operating performance of each individual segment. Other items primarily include:

- *Lease asset impairments:* For the three and six months ended June 30, 2023, this included impairment charges related to our operating lease assets and leasehold improvements associated with vacating certain leased office space, which are recorded in occupancy and depreciation and amortization expense in our Condensed Consolidated Statements of Income.
- *Legal and regulatory matters:* For the three and six months ended June 30, 2024, this primarily related to settlement of an SFSA fine, see "SFSA Inquiry" of Note 17, "Commitments, Contingencies and Guarantees," for further discussion, and accruals related to certain legal matters. For the six months ended June 30, 2023, this primarily included insurance recoveries related to certain legal matters. The fine is recorded in regulatory expense and the accruals and insurance recoveries are recorded in professional and contract services and general, administrative and other expense in the Condensed Consolidated Statements of Income.
- *Pension settlement charge:* For the six months ended June 30, 2024, we recorded a pre-tax charge as a result of settling our U.S. pension plan. The plan was terminated and partially settled in 2023, with final settlement occurring during the first quarter of 2024. The pre-tax charge is recorded in compensation and benefits in the Condensed Consolidated Statements of Income. See Note 9, "Retirement Plans," for further discussion.

The following tables summarize our Corporate Items:

	Three Months Ended June 30,	
	2024	2023
	(in millions)	
Revenues - divested businesses	\$ 8	\$ 10
Expenses:		
Amortization expense of acquired intangible assets	122	37
Merger and strategic initiatives expense	4	45
Restructuring charges	56	14
Lease asset impairments	—	5
Legal and regulatory matters	13	—
Expenses - divested businesses	4	6
Other	2	1
Total expenses	\$ 201	\$ 108
Operating loss	\$ (193)	\$ (98)

	Six Months Ended June 30,	
	2024	2023
	(in millions)	
Revenues - divested businesses	\$ 18	\$ 20
Expenses:		
Amortization expense of acquired intangible assets	244	75
Merger and strategic initiatives expense	13	47
Restructuring charges	82	33
Lease asset impairments	—	23
Legal and regulatory matters	16	(11)
Pension Settlement	23	—
Expenses - divested businesses	8	11
Other	2	1
Total expenses	\$ 388	\$ 179
Operating loss	\$ (370)	\$ (159)

For further discussion of our segments' results, see "Segment Operating Results," of "Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations."

19. RESTRUCTURING CHARGES

In the fourth quarter of 2023, following the closing of the Adenza acquisition, our management approved, committed to and initiated a restructuring program, "Adenza Restructuring" to optimize our efficiencies as a combined organization. In connection with this program, we expect to incur approximately \$80 million in pre-tax charges principally related to employee-related costs, contract terminations, real estate impairments and other related costs. We expect to achieve benefits primarily in the form of expense and revenue synergies. Costs related to the Adenza Restructuring program will be recorded as restructuring charges in the Condensed Consolidated Statements of Income.

In October 2022, following our September 2022 announcement to realign our segments and leadership, we initiated a divisional alignment program with a focus on realizing the full potential of this structure. In connection with the program, we expect to incur \$115 million to \$145 million in pre-tax charges principally related to employee-related costs, consulting, asset impairments and contract terminations over a two-year period. Costs related to the divisional alignment program will be recorded as restructuring charges in the Condensed Consolidated Statements of Income.

The following table presents a summary of the Adenza restructuring program and our divisional alignment program charges for the three and six months ended June 30, 2024 and 2023 as well as total program costs incurred since the inception date of each program.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(in millions)			
Asset impairment charges				
Adenza restructuring	\$ 24	\$ —	\$ 24	\$ —
Divisional realignment	4	—	4	12
Consulting services				
Adenza restructuring	3	—	3	—
Divisional realignment	11	7	21	10
Employee-related costs				
Adenza restructuring	8	—	12	—
Divisional realignment	3	4	6	7
Other				
Adenza restructuring	2	—	5	—
Divisional realignment	1	3	7	4
Total restructuring charges	<u>\$ 56</u>	<u>\$ 14</u>	<u>\$ 82</u>	<u>\$ 33</u>
Total Program Costs Incurred				
Adenza restructuring	\$ 54			
Divisional realignment	\$ 123			

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of the financial condition and results of operations of Nasdaq should be read in conjunction with our condensed consolidated financial statements and related notes included in this Form 10-Q.

OVERVIEW

Nasdaq is a global technology company serving corporate clients, investment managers, banks, brokers, and exchange operators as they navigate and interact with the global capital markets and the broader financial system. We aspire to deliver world-leading platforms that improve the liquidity, transparency, and integrity of the global economy. Our diverse offering of data, analytics, software, exchange capabilities, and client-centric services enables clients to optimize and execute their business vision with confidence.

Our organizational structure aligns our businesses with the foundational shifts that are driving the evolution of the global financial system. In order to amplify our strategy, we aligned the Company more closely with evolving client needs into Capital Access Platforms, Financial Technology and Market Services reportable segments. All prior periods have been restated to conform to the current period presentation. See Note 18, “Business Segments,” to the condensed consolidated financial statements for further discussion of our reportable segments and geographic data, as well as how management allocates resources, assesses performance and manages these businesses as three separate segments.

Second Quarter 2024 and Recent Developments

- Nasdaq extended its listings leadership in the U.S., leading U.S. exchanges for eligible operating company IPOs with a 72% total win rate in the second quarter of 2024.
- Nasdaq executed the highest ever one-day notional Closing Cross volume in June. During the annual Russell U.S. indexes reconstitution, Nasdaq successfully facilitated approximately 2.9 billion shares traded in 0.878 seconds across Nasdaq-listed securities, representing a record \$95.3 billion dollars in market value.
- ETP AUM linked to Nasdaq indices reached record levels, ending the second quarter of 2024 at \$569 billion.
- In the second quarter of 2024, we returned \$138 million to shareholders through dividend payments and \$58 million in repurchases of our common stock.
- In July 2024, the board of directors approved a regular quarterly cash dividend of \$0.24 per share on our outstanding common stock.

Nasdaq’s Operating Results

The following tables summarize our financial performance for the three and six months ended June 30, 2024 compared to the same periods in 2023. The comparability of our results of operations between reported periods is impacted by the acquisition of Adenza in November 2023. See Note 4, “Acquisition,” to the condensed consolidated financial statements for further discussion. For a detailed discussion of our results of operations, see “Segment Operating Results” below.

	Three Months Ended June 30,		Percentage Change
	2024	2023	
(in millions, except per share amounts)			
Revenues less transaction-based expenses	\$ 1,159	\$ 925	25.3 %
Operating expenses	736	543	35.5 %
Operating income	\$ 423	\$ 382	10.7 %
Net income attributable to Nasdaq	\$ 222	\$ 267	(16.9)%
Diluted earnings per share	\$ 0.38	\$ 0.54	(29.6)%
Cash dividends declared per common share	\$ 0.24	\$ 0.22	9.1 %
Six Months Ended June 30,			
	2024	2023	Percentage Change
(in millions, except per share amounts)			
Revenues less transaction-based expenses	\$ 2,277	\$ 1,838	23.9 %
Operating expenses	1,444	1,044	38.3 %
Operating income	\$ 833	\$ 794	4.9 %
Net income attributable to Nasdaq	\$ 456	\$ 568	(19.7)%
Diluted earnings per share	\$ 0.79	\$ 1.15	(31.3)%
Cash dividends declared per common share	\$ 0.46	\$ 0.42	9.5 %

In countries with currencies other than the U.S. dollar, revenues and expenses are translated using monthly average exchange rates. Impacts on our revenues less transaction-based expenses and operating income associated with fluctuations in foreign currency are discussed in more detail under “Item 3. Quantitative and Qualitative Disclosures about Market Risk.”

The following chart summarizes our ARR (in millions):

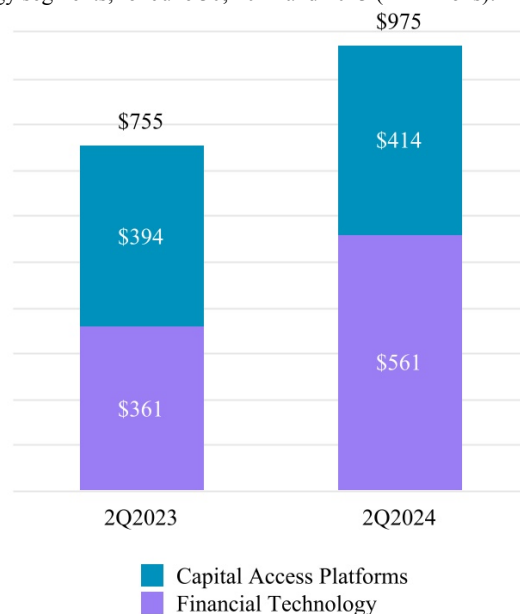


ARR for a given period is the current annualized value derived from subscription contracts with a defined contract value. This excludes contracts that are not recurring, are one-time in nature, or where the contract value fluctuates based on defined metrics. ARR is currently one of our key performance metrics to assess the health and trajectory of our recurring business. ARR does not have any standardized definition and is therefore unlikely to be comparable to similarly titled measures presented by other companies. ARR should be viewed independently of revenue and deferred revenue and is not intended to be combined with or to replace either of those items. For AxiomSL and Calypso recurring revenue contracts, the amount included in ARR is consistent with the amount that we invoice the customer during the current period. Additionally, for AxiomSL and Calypso recurring revenue contracts that include annual values that increase over time, we include in ARR only the annualized value of components of the contract that are considered active as of the date of the ARR calculation. We do not include the future committed increases in the contract value as of the date of the ARR calculation. ARR is not a forecast and the active contracts at the end of a reporting period used in calculating ARR may or may not be extended or renewed by our customers.

The ARR chart includes:

- Proprietary market data subscriptions and annual listing fees within our Data & Listing Services business, index data subscriptions and guaranteed minimum on futures contracts within our Index business and subscription contracts under our Workflow & Insights business.
- SaaS subscription and support contracts related to Verafin, surveillance, market technology, AxiomSL, Calypso and trade management services, excluding one-time service requests.

The following chart summarizes our quarterly annualized SaaS revenues for Solutions, which comprises our Capital Access Platforms and Financial Technology segments, for June 30, 2024 and 2023 (in millions):

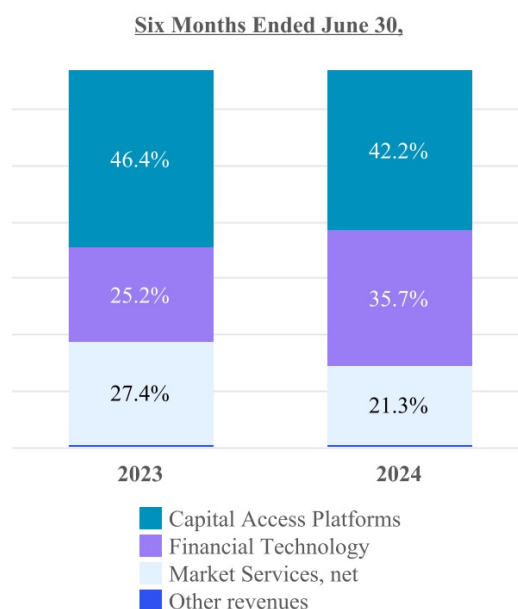
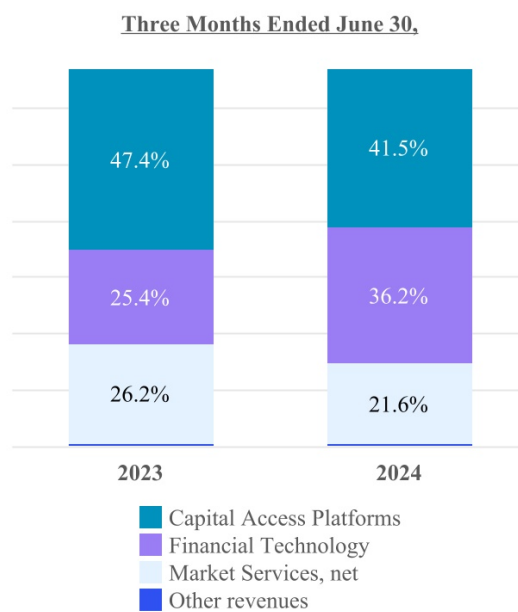


Segment Operating Results

The following tables present our revenues by segment:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Capital Access Platforms	\$ 481	\$ 438	9.8 %
Financial Technology	420	235	78.7 %
Market Services	883	750	17.7 %
Other revenues	8	10	(20.0)%
Total revenues	\$ 1,792	\$ 1,433	25.1 %
Transaction rebates	(483)	(444)	8.8 %
Brokerage, clearance and exchange fees	(150)	(64)	134.4 %
Total revenues less transaction-based expenses	\$ 1,159	\$ 925	25.3 %
	(in millions)		
	Six Months Ended June 30,		Percentage Change
	2024	2023	
Capital Access Platforms	\$ 960	\$ 852	12.7 %
Financial Technology	813	463	75.6 %
Market Services	1,678	1,631	2.9 %
Other revenues	18	20	(10.0)%
Total revenues	\$ 3,469	\$ 2,966	17.0 %
Transaction rebates	(965)	(931)	3.7 %
Brokerage, clearance and exchange fees	(227)	(197)	15.2 %
Total revenues less transaction-based expenses	\$ 2,277	\$ 1,838	23.9 %

The following charts present our Capital Access Platforms, Financial Technology and Market Services segments as a percentage of our total revenues, less transaction-based expenses.



CAPITAL ACCESS PLATFORMS

The following tables present revenues from our Capital Access Platforms segment:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Data & Listing Services	\$ 187	\$ 187	— %
Index	167	129	29.5 %
Workflow & Insights	127	122	4.1 %
Total Capital Access Platforms	\$ 481	\$ 438	9.8 %
	Six Months Ended June 30,		
	2024	2023	Percentage Change
	(in millions)		
Data & Listing Services	\$ 372	\$ 371	0.3 %
Index	336	239	40.6 %
Workflow & Insights	252	242	4.1 %
Total Capital Access Platforms	\$ 960	\$ 852	12.7 %
	As of June 30,		
	2024	2023	
ARR (in millions)	\$ 1,226	\$ 1,216	

Data & Listing Services Revenues

The following tables present key drivers from our Data & Listing Services business:

	Three Months Ended June 30,	
	2024	2023
	Six Months Ended June 30,	
	2024	2023
	(in millions)	
<i>IPOs</i>		
The Nasdaq Stock Market	39	23
Exchanges that comprise Nasdaq Nordic and Nasdaq Baltic	5	1
<i>Total new listings</i>		
The Nasdaq Stock Market	84	62
Exchanges that comprise Nasdaq Nordic and Nasdaq Baltic	10	6
	Six Months Ended June 30,	
	2024	2023
	(in millions)	
<i>IPOs</i>		
The Nasdaq Stock Market	66	63
Exchanges that comprise Nasdaq Nordic and Nasdaq Baltic	6	3
<i>Total new listings</i>		
The Nasdaq Stock Market	163	143
Exchanges that comprise Nasdaq Nordic and Nasdaq Baltic	12	13
	As of June 30,	
	2024	2023
ARR (in millions)	\$ 668	\$ 678
<i>Number of listed companies</i>		
The Nasdaq Stock Market	4,004	4,106
Exchanges that comprise Nasdaq Nordic and Nasdaq Baltic	1,198	1,249

In the table above:

- For the three months ended June 30, 2024 and 2023, IPOs included 8 and 5 SPACs, respectively. For the six months ended June 30, 2024 and 2023, IPOs included 13 and 15 SPACs, respectively. Number of total listed companies on The Nasdaq Stock Market for the six months ended June 30, 2024 and 2023 included 645 and 547 ETPs, respectively.
- IPOs, new listings (which includes IPOs) and total listed companies for exchanges that comprise Nasdaq Nordic and Nasdaq Baltic represent companies listed on the Nasdaq Nordic and Nasdaq Baltic exchanges and companies listed on the alternative markets of Nasdaq First North.

Data & Listing Services revenues were essentially unchanged for the three and six months ended June 30, 2024 compared with the same periods in 2023 as higher data sales, higher data usage, new listings and pricing were partially offset by the impact of 2023 delistings and downgrades and lower amortization of prior period initial listing fees.

Index Revenues

The following table presents key drivers from our Index business:

	As of or Three Months Ended June 30,	
	2024	2023
Number of licensed ETPs	372	386
TTM change in period end ETP AUM tracking Nasdaq indices (in billions)		
Beginning balance	\$ 418	\$ 321
Net appreciation	115	73
Net impact of ETP sponsor switches	(17)	(1)
Net inflows	53	25
Ending balance	\$ 569	\$ 418
Quarterly average ETP AUM tracking Nasdaq indices (in billions)	\$ 531	\$ 381
ARR (in millions)	\$ 74	\$ 72

In the table above, TTM represents trailing twelve months.

Index revenues increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to higher AUM in exchange traded products linked to Nasdaq indices and growth in trading volume on futures contracts linked to the Nasdaq-100 Index. The increase in the first six months also includes a \$16 million one-time item related to a legal settlement to recoup revenue.

Workflow & Insights Revenues

The following table presents key drivers from our Workflow & Insights business:

	As of or Three Months Ended June 30	
	2024	2023
	(in millions)	
ARR	\$ 484	\$ 466
Quarterly annualized SaaS revenues	414	394

Workflow & Insights revenues increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to an increase in analytics revenues. The increase was primarily due to higher Data Link sales and growth in our eVestment product offerings.

FINANCIAL TECHNOLOGY

The following table presents revenues from our Financial Technology segment:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Financial Crime Management Technology	\$ 67	\$ 54	24.1 %
Regulatory Technology	95	35	171.4 %
Capital Markets Technology	258	146	76.7 %
Total Financial Technology	\$ 420	\$ 235	78.7 %
	Six Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Financial Crime Management Technology	\$ 131	\$ 106	23.6 %
Regulatory Technology	186	67	177.6 %
Capital Markets Technology	496	290	71.0 %
Total Financial Technology	\$ 813	\$ 463	75.6 %

Financial Crime Management Technology Revenues

The following tables present revenues and key drivers for our Financial Crime Management Technology business:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(in millions)		(in millions)	
Revenues	\$ 67	\$ 54	\$ 131	\$ 106

	As of or Three Months Ended June 30	
	2024	2023
	(in millions)	
ARR and Quarterly annualized SaaS revenues	\$ 258	\$ 207

Financial Crime Management Technology revenues increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to price increases, new sales to existing clients and new customer acquisitions, particularly small and medium-sized businesses.

Regulatory Technology Revenues

The following tables present revenues and key drivers for our Regulatory Technology business:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(in millions)		(in millions)	
Revenues	\$ 95	\$ 35	\$ 186	\$ 67
	As of or Three Months Ended June 30			
	2024		2023	
	(in millions)			
ARR	\$ 338		\$ 132	
Quarterly annualized SaaS revenues	180		116	

Regulatory Technology revenues increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to the inclusion of revenues from AxiomSL associated with our acquisition of Adenza and higher surveillance revenues.

Capital Markets Technology Revenues

The following tables present revenues and key drivers for our Capital Markets Technology business:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(in millions)		(in millions)	
Revenues	\$ 258	\$ 146	\$ 496	\$ 290
	As of or Three Months Ended June 30			
	2024		2023	
	(in millions)			
ARR	\$ 846		\$ 512	
Quarterly annualized SaaS revenues	123		38	

Capital Markets Technology revenues increased in the second quarter and first six months of 2024 compared with the same periods in 2023. The increase was primarily due to the inclusion of revenues from Calypso associated with our acquisition of Adenza and higher trade management services revenues mainly driven by demand for colocation and connectivity services and pricing, partially offset by lower market technology revenues related to lower professional fees due to a large project delivery in the comparative periods of 2023.

MARKET SERVICES

The following tables present revenues from our Market Services segment:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Market Services	\$ 883	\$ 750	17.7 %
Transaction-based expenses:			
Transaction rebates	(483)	(444)	8.8 %
Brokerage, clearance and exchange fees	(150)	(64)	134.4 %
Total Market Services, net	\$ 250	\$ 242	3.3 %
	Six Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Market Services	\$ 1,678	\$ 1,631	2.9 %
Transaction-based expenses:			
Transaction rebates	(965)	(931)	3.7 %
Brokerage, clearance and exchange fees	(227)	(197)	15.2 %
Total Market Services, net	\$ 486	\$ 503	(3.4)%

Our Market Services segment includes equity derivatives trading, cash equity trading, Nordic fixed income trading & clearing, U.S. Tape plans and other revenues. The following tables present net revenues by product from our Market Services segment:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
U.S. Equity Derivative Trading	\$ 90	\$ 89	1.1 %
Cash Equity Trading	112	103	8.7 %
U.S. Tape plans	31	35	(11.4)%
Other	17	15	13.3 %
Total Market Services, net	\$ 250	\$ 242	3.3 %
	Six Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
U.S. Equity Derivative Trading	\$ 181	\$ 191	(5.2)%
Cash Equity Trading	212	206	2.9 %
U.S. Tape plans	59	72	(18.1)%
Other	34	34	— %
Total Market Services, net	\$ 486	\$ 503	(3.4)%

In the tables above, Other includes Nordic fixed income trading & clearing, Nordic derivatives and Canadian cash equities trading.

U.S. Equity Derivative Trading

The following tables present total revenues, transaction-based expenses, and total revenues less transaction-based expenses as well as key drivers from our U.S. Equity Derivative Trading business:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
U.S. Equity Derivative Trading Revenues	\$ 334	\$ 297	12.5 %
Section 31 fees	19	10	90.0 %
Transaction-based expenses:			
Transaction rebates	(243)	(207)	17.4 %
Section 31 fees	(19)	(10)	90.0 %
Brokerage and clearance fees	(1)	(1)	— %
U.S. Equity Derivative Trading Revenues, net	\$ 90	\$ 89	1.1 %
	Six Months Ended June 30,		
	2024	2023	Percentage Change
	(in millions)		
U.S. Equity Derivative Trading Revenues	\$ 657	\$ 624	5.3 %
Section 31 fees	30	33	(9.1)%
Transaction-based expenses:			
Transaction rebates	(474)	(431)	10.0 %
Section 31 fees	(30)	(33)	(9.1)%
Brokerage and clearance fees	(2)	(2)	— %
U.S. Equity Derivative Trading Revenues, net	\$ 181	\$ 191	(5.2)%

Section 31 fees are recorded as U.S. equity derivative and cash equity trading revenues with a corresponding amount recorded in transaction-based expenses. We are assessed these fees from the SEC and pass them through to our customers in the form of incremental fees. Pass-through fees can increase or decrease due to rate changes by the SEC, our percentage of the overall industry volumes processed on our systems, and differences in actual dollar value traded. Section 31 fees increased in the second quarter of 2024 compared with the same period in 2023 primarily due to higher average SEC fee rates as a result of an increase in the SEC fee rate in May 2024. Section 31 fees decreased in the first six months of 2024 compared with the same period in 2023 primarily due to lower average SEC fee rates. Since the amount recorded in revenues is equal to the amount recorded as Section 31 fees, there is no impact on our net revenues.

	Three Months Ended June 30,	
	2024	2023
<i>U.S. equity options</i>		
Total industry average daily volume (in millions)	42.1	39.2
Nasdaq PHLX matched market share	9.9 %	11.5 %
The Nasdaq Options Market matched market share	5.5 %	6.4 %
Nasdaq BX Options matched market share	2.3 %	3.0 %
Nasdaq ISE Options matched market share	6.9 %	6.0 %
Nasdaq GEMX Options matched market share	2.6 %	2.2 %
Nasdaq MRX Options matched market share	2.1 %	1.6 %
Total matched market share executed on Nasdaq's exchanges	29.3 %	30.7 %
	Six Months Ended June 30,	
	2024	2023

	Six Months Ended June 30,	
	2024	2023
<i>U.S. equity options</i>		
Total industry average daily volume (in millions)	42.7	40.8
Nasdaq PHLX matched market share	10.1 %	11.3 %
The Nasdaq Options Market matched market share	5.4 %	6.8 %
Nasdaq BX Options matched market share	2.3 %	3.1 %
Nasdaq ISE Options matched market share	6.6 %	5.8 %
Nasdaq GEMX Options matched market share	2.6 %	2.1 %
Nasdaq MRX Options matched market share	2.3 %	1.6 %
Total matched market share executed on Nasdaq's exchanges	29.3 %	30.7 %

U.S. equity derivative trading revenues increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to higher gross capture rate and higher industry trading volumes, partially offset by lower overall matched market share executed on Nasdaq's exchanges. The U.S. equity derivative trading revenues less transaction-based expenses were essentially unchanged in the second quarter compared with the same period in 2023 as higher industry trading volumes were offset by lower capture rate and lower overall matched market share executed on Nasdaq's exchanges. The U.S. equity derivative trading revenues less transaction-based expenses decreased in first six months of 2024 compared with the same period in 2023 primarily due to lower overall matched market share executed on Nasdaq's exchanges and lower capture rate, partially offset by higher industry volumes.

Transaction rebates, in which we credit a portion of the execution charge to the market participant, increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to higher rebate capture rate and higher industry trading volumes, partially offset by lower overall U.S. matched market share executed on Nasdaq's exchanges.

Cash Equity Trading Revenues

The following tables present total revenues, transaction-based expenses, and total revenues less transaction-based expenses as well as key drivers and other metrics from our Cash Equity Trading business:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Cash Equity Trading Revenues	\$ 353	\$ 339	4.1 %
Section 31 fees	124	49	153.1 %
Transaction-based expenses:			
Transaction rebates	(235)	(232)	1.3 %
Section 31 fees	(124)	(49)	153.1 %
Brokerage and clearance fees	(6)	(4)	50.0 %
Cash equity trading revenues, net	\$ 112	\$ 103	8.7 %
	Six Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Cash Equity Trading Revenues	\$ 703	\$ 705	(0.3)%
Section 31 fees	184	152	21.1 %
Transaction-based expenses:			
Transaction rebates	(480)	(489)	(1.8)%
Section 31 fees	(184)	(152)	21.1 %
Brokerage and clearance fees	(11)	(10)	10.0 %
Cash equity trading revenues, net	\$ 212	\$ 206	2.9 %

See the discussion in "U.S. Equity Derivative Trading" for an explanation of Section 31 fees for the second quarter of 2024 as compared with the same period in 2023. Section 31 fees increased in the first six months of 2024 compared with the same period in 2023 primarily due to higher trading volumes partially offset by lower average SEC fee rates. Since the amount recorded in revenues is equal to the amount recorded as Section 31 fees, there is no impact on our net revenues.

	Three Months Ended June 30,	
	2024	2023
<i>Total U.S.-listed securities</i>		
Total industry average daily share volume (in billions)	11.8	10.8
Matched share volume (in billions)	119.3	113.7
The Nasdaq Stock Market matched market share	15.6 %	16.3 %
Nasdaq BX matched market share	0.3 %	0.4 %
Nasdaq PSX matched market share	0.2 %	0.4 %
Total matched market share executed on Nasdaq's exchanges	16.1 %	17.1 %
Market share reported to the FINRA/Nasdaq Trade Reporting Facility	42.9 %	34.2 %
Total market share	59.0 %	51.3 %
<i>Nasdaq Nordic and Nasdaq Baltic securities</i>		
Average daily number of equity trades executed on Nasdaq's exchanges	663,897	687,158
Total average daily value of shares traded (in billions)	\$ 4.7	\$ 4.7
Total market share executed on Nasdaq's exchanges	73.5 %	71.4 %
	Six Months Ended June 30,	
	2024	2023
<i>Total U.S.-listed securities</i>		
Total industry average daily share volume (in billions)	11.8	11.3
Matched share volume (in billions)	236.0	235.5
The Nasdaq Stock Market matched market share	15.7 %	16.1 %
Nasdaq BX matched market share	0.3 %	0.3 %
Nasdaq PSX matched market share	0.2 %	0.4 %
Total matched market share executed on Nasdaq's exchanges	16.2 %	16.8 %
Market share reported to the FINRA/Nasdaq Trade Reporting Facility	42.2 %	32.9 %
Total market share	58.4 %	49.7 %
<i>Nasdaq Nordic and Nasdaq Baltic securities</i>		
Average daily number of equity trades executed on Nasdaq's exchanges	665,183	739,480
Total average daily value of shares traded (in billions)	\$ 4.7	\$ 5.0
Total market share executed on Nasdaq's exchanges	72.6 %	70.1 %

In the tables above, total market share includes transactions executed on The Nasdaq Stock Market's, Nasdaq BX's and Nasdaq PSX's systems plus trades reported through the FINRA/Nasdaq Trade Reporting Facility.

Cash equity trading revenues increased in the second quarter of 2024 compared with the same period in 2023 primarily due to higher U.S. industry trading volumes, partially offset by lower overall U.S. matched market share executed on Nasdaq's exchanges and lower gross capture. Cash equity trading revenues was essentially unchanged in the first six months of 2024 compared with the same period in 2023 primarily due to higher U.S. industry trading volumes, offset by lower overall U.S. matched market share executed on Nasdaq's exchanges.

Cash equity trading revenues less transaction-based expenses increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to higher U.S. industry trading volumes and higher capture rate, partially offset by lower overall U.S. matched market share executed on Nasdaq's exchanges.

Transaction rebates increased in the second quarter of 2024 compared with the same period in 2023 primarily due to higher U.S. industry volumes, partially offset by lower overall U.S. matched market share executed on Nasdaq's exchanges and lower rebate capture rate. Transaction rebates decreased in the first six months of 2024 compared with the same period in 2023 primarily due to lower U.S. matched market share executed on Nasdaq's exchanges and lower rebate capture rate, partially offset by higher U.S. trading volumes. For The Nasdaq Stock Market and Nasdaq PSX, we credit a portion of the per share execution charge to the market participant that provides the liquidity, and for Nasdaq BX, we credit a portion of the per share execution charge to the market participant that takes the liquidity.

U.S. Tape Plans

The following tables present revenues from our U.S. Tape plans business:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
(in millions)			
U.S. Tape plans	\$ 31	\$ 35	(11.4)%
	Six Months Ended June 30,		Percentage Change
	2024	2023	
(in millions)			
U.S. Tape plans	\$ 59	\$ 72	(18.1)%

U.S. Tape plans revenues decreased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to lower industry-wide usage volume. The decrease in the first six months of 2024 also reflected the impact of one-time industry-wide adjustments.

Other

Other includes Nordic fixed income trading and clearing, Nordic derivatives and Canadian cash equities trading. The following tables present revenues and a key driver from our Other business:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
(in millions)			
Other	\$ 17	\$ 15	13.3 %
	Six Months Ended June 30,		Percentage Change
	2024	2023	
(in millions)			
Other	\$ 34	\$ 34	— %

In the tables above, other includes transaction rebates of \$5 million for the three months ended June 30, 2024 and 2023, and \$11 million for the six months ended June 30, 2024 and 2023.

	Three Months Ended June 30,	
	2024	2023
<i>Nasdaq Nordic and Nasdaq Baltic options and futures</i>		
Total average daily volume of options and futures contracts	251,677	307,754
	Six Months Ended June 30,	
	2024	2023
<i>Nasdaq Nordic and Nasdaq Baltic options and futures</i>		
Total average daily volume of options and futures contracts	246,527	326,687

In the tables above, Nasdaq Nordic and Nasdaq Baltic total average daily volume of options and futures contracts include Finnish option contracts traded on Eurex for which Nasdaq and Eurex have a revenue sharing arrangement. The revenue sharing arrangement ended in the fourth quarter of 2023.

Other revenues increased in the second quarter of 2024 compared with the same period in 2023 primarily due to an increase in Canadian cash equities trading and Nordic fixed income trading and clearing revenues. Other revenues is unchanged in the first six months of 2024 compared with the same period in 2023.

OTHER REVENUES

For the three and six months ended June 30, 2024 and 2023, other revenues include revenues related to our Nordic power trading and clearing business, following our announcement in June 2023 that we entered into an agreement to sell this business. This agreement was subsequently terminated in June 2024. Revenues from this business will continue to be reflected in Other Revenues. Prior to June 2023, these revenues were included in our Market Services and Capital Access Platforms segments.

EXPENSES

Operating Expenses

The following tables present our operating expenses:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Compensation and benefits	\$ 328	\$ 261	25.7 %
Professional and contract services	39	30	30.0 %
Technology and communication infrastructure	69	56	23.2 %
Occupancy	27	32	(15.6)%
General, administrative and other	30	22	36.4 %
Marketing and advertising	12	9	33.3 %
Depreciation and amortization	153	65	135.4 %
Regulatory	18	9	100.0 %
Merger and strategic initiatives	4	45	(91.1)%
Restructuring charges	56	14	300.0 %
Total operating expenses	\$ 736	\$ 543	35.5 %

	Six Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Compensation and benefits	\$ 669	\$ 517	29.4%
Professional and contract services	72	61	18.0%
Technology and communication infrastructure	135	110	22.7%
Occupancy	56	71	(21.1)%
General, administrative and other	58	35	65.7%
Marketing and advertising	23	19	21.1%
Depreciation and amortization	308	134	129.9%
Regulatory	28	17	64.7%
Merger and strategic initiatives	13	47	(72.3)%
Restructuring charges	82	33	148.5%
Total operating expenses	\$ 1,444	\$ 1,044	38.3%

The increase in compensation and benefits expense for the second quarter and first six months of 2024 compared with the same periods in 2023 was primarily driven by increased headcount related to Adenza and higher incentive compensation. The increase in the first six months of 2024 also includes a pre-tax charge of \$23 million resulting from the finalization of the termination of our pension plan.

Headcount, including employees of non-wholly owned consolidated subsidiaries, increased to 8,658 employees as of June 30, 2024 from 6,565 employees as of June 30, 2023, primarily due to our acquisition of Adenza.

Professional and contract services expense increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to increased legal and consulting expenses.

Technology and communication infrastructure expense increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to an increase in expenses related to the inclusion of Adenza and an increase in investment in technology expense related to our cloud initiatives and software.

Occupancy expense decreased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to \$5 million and \$18 million in impairment charges and exit related costs recorded in the second quarter and first six months of 2023, respectively, following the abandonment of leased office space.

General, administrative and other expense increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to insurance recoveries related to legal matters recorded in the second quarter and first six months of 2023, as well as increased expenses related to the inclusion of Adenza and higher travel costs in the second quarter and first six months of 2024.

Marketing and advertising expense increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to higher client incentive spending resulting from higher IPO activity.

Depreciation and amortization expense increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to an increase in amortization related to the intangible assets acquired as part of the Adenza acquisition.

Regulatory expense increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to the fine incurred in connection with the SFSA inquiry. See "SFSA Inquiry" of Note 17, "Commitments, Contingencies and Guarantees," to the condensed consolidated financial statements for further discussion.

We have pursued various strategic initiatives and completed acquisitions and divestitures in recent years, which have resulted in expenses which would not have otherwise been incurred. These expenses generally include integration costs, as well as legal, due diligence and other third-party transaction costs and vary based on the size and frequency of the activities described above. For the three and six months ended June 30, 2024, and for the three months ended June 30, 2023, these costs primarily relate to the Adenza acquisition. For the three and six months ended June 30, 2024, these costs were partially offset by the recognition of a termination fee due to Nasdaq in the second quarter of 2024, related to the termination of the proposed divestiture of our Nordic power trading and clearing business.

Restructuring charges increased in the second quarter and first six months of 2024 compared with the same periods in 2023 as a result of charges from our Adenza restructuring program and our divisional alignment program. See Note 19, "Restructuring Charges," to the condensed consolidated financial statements for further discussion. By 2025, we expect to achieve benefits of the 2022 divisional alignment program through combined annual run-rate operating efficiencies and revenue synergies of approximately \$30 million annually. We expect to achieve \$80 million of net expense synergies two years following the closing of the Adenza acquisition.

Non-operating Income and Expenses

The following tables present our non-operating income and expenses:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Interest income	\$ 6	\$ 8	(25.0)%
Interest expense	(102)	(36)	183.3 %
Net interest expense	(96)	(28)	242.9 %
Other income (loss)	12	(6)	(300.0)%
Net income (loss) from unconsolidated investees	2	(11)	(118.2)%
Total non-operating expense	\$ (82)	\$ (45)	82.2 %
	Six Months Ended June 30,		
	2024	2023	Percentage Change
	(in millions)		
Interest income	\$ 12	\$ 15	(20.0)%
Interest expense	(211)	(73)	189.0 %
Net interest expense	(199)	(58)	243.1 %
Other income (loss)	13	(7)	(285.7)%
Net income (loss) from unconsolidated investees	6	3	100.0 %
Total non-operating income (expenses)	\$ (180)	\$ (62)	190.3 %

The following tables present our interest expense:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Interest expense on debt	\$ 99	\$ 34	191.2 %
Accretion of debt issuance costs and debt discount	2	1	100.0 %
Other fees	1	1	— %
Interest expense	\$ 102	\$ 36	183.3 %
	Six Months Ended June 30,		
	2024	2023	Percentage Change
	(in millions)		
Interest expense on debt	\$ 202	\$ 69	192.8 %
Accretion of debt issuance costs and debt discount	7	3	133.3 %
Other fees	2	1	100.0 %
Interest expense	\$ 211	\$ 73	189.0 %

Interest income decreased in the second quarter and first six months of 2024 compared with the same periods in 2023 due to lower average cash balance.

Interest expense increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to debt issued in June 2023 to finance the Adenza acquisition. See "Financing of the Adenza Acquisition," of Note 8, "Debt Obligations," to the condensed consolidated financial statements for further discussion.

Other income (loss) primarily represents realized and unrealized gains and losses from strategic investments related to our corporate venture program.

Net income (loss) from unconsolidated investees increased in the second quarter and first six months of 2024 compared with the same periods in 2023 primarily due to lower income recognized from our equity method investment in OCC. See "Equity Method Investments," of Note 6, "Investments," to the condensed consolidated financial statements for further discussion.

Tax Matters

The following tables present our income tax provision and effective tax rate:

	Three Months Ended June 30,		Percentage Change
	2024	2023	
	(\$ in millions)		
Income tax provision	\$ 119	\$ 70	70.0 %
Effective tax rate	34.9 %	20.8 %	

	Six Months Ended June 30,		Percentage Change
	2024	2023	
	(in millions)		
Income tax provision	\$ 198	\$ 165	20.0 %
Effective tax rate	30.3 %	22.5 %	

For further discussion of our tax matters, see Note 16, "Income Taxes," to the condensed consolidated financial statements.

NON-GAAP FINANCIAL MEASURES

In addition to disclosing results determined in accordance with U.S. GAAP, we also provide non-GAAP net income attributable to Nasdaq and non-GAAP diluted earnings per share in this Quarterly Report on Form 10-Q. Management uses this non-GAAP information internally, along with U.S. GAAP information, in evaluating our performance and in making financial and operational decisions. We believe our presentation of these measures provides investors with greater transparency and supplemental data relating to our financial condition and results of operations. In addition, we believe the presentation of these measures is useful to investors for period-to-period comparisons of our ongoing operating performance.

These measures are not in accordance with, or an alternative to, U.S. GAAP, and may be different from non-GAAP measures used by other companies. In addition, other companies, including companies in our industry, may calculate such measures differently, which reduces their usefulness as comparative measures. Investors should not rely on any single financial measure when evaluating our business. This non-GAAP information should be considered as supplemental in nature and is not meant as a substitute for our operating results in accordance with U.S. GAAP. We recommend investors review the U.S. GAAP financial measures included in this Quarterly Report on Form 10-Q, including our condensed consolidated financial statements and the notes thereto. When viewed in conjunction with our U.S. GAAP results and the accompanying reconciliation, we believe these non-GAAP measures provide greater transparency and a more complete understanding of factors affecting our business than U.S. GAAP measures alone.

We understand that analysts and investors regularly rely on non-GAAP financial measures, such as non-GAAP net income attributable to Nasdaq and non-GAAP diluted earnings per share, to assess operating performance. We use non-GAAP net income attributable to Nasdaq and non-GAAP diluted earnings per share because they highlight

trends more clearly in our business that may not otherwise be apparent when relying solely on U.S. GAAP financial measures, since these measures eliminate from our results specific financial items that have less bearing on our ongoing operating performance. We believe that excluding the following items from the non-GAAP net income attributable to Nasdaq provides a more meaningful analysis of Nasdaq's ongoing operating performance and comparisons in Nasdaq's performance between periods:

- *Amortization expense of acquired intangible assets:* We amortize intangible assets acquired in connection with various acquisitions. Intangible asset amortization expense can vary from period to period due to episodic acquisitions completed, rather than from our ongoing business operations. As such, if intangible asset amortization is included in performance measures, it is more difficult to assess the day-to-day operating performance of the businesses and the relative operating performance of the businesses between periods.
- *Merger and strategic initiatives expense:* We have pursued various strategic initiatives and completed acquisitions and divestitures in recent years that have resulted in expenses which would not have otherwise been incurred. The frequency and the amount of such expenses vary significantly based on the size, timing and complexity of the transaction. These expenses primarily include integration costs, as well as legal, due diligence and other third-party transaction costs. For the three and six months ended June 30, 2024, and for the three months ended June 30, 2023, these costs primarily relate to the Adenza acquisition. For the three and six months ended June 30, 2024, these costs were partially offset by the recognition of a termination fee due to Nasdaq in the second quarter of 2024, related to the termination of the proposed divestiture of our Nordic power trading and clearing business.
- *Restructuring charges:* In the fourth quarter of 2023, following the closing of the Adenza acquisition, our management approved, committed to and initiated a restructuring program, "Adenza Restructuring" to optimize our efficiencies as a combined organization. In October 2022, following our September 2022 announcement to realign our segments and leadership, we initiated a divisional alignment program with a focus on realizing the full potential of this structure. See Note 19, "Restructuring Charges," to the condensed consolidated financial statements for further discussion of our Adenza restructuring program and our divisional alignment program.
- *Net income (loss) from unconsolidated investees:* We exclude our share of the earnings and losses of our equity method investments. This provides a more meaningful analysis of Nasdaq's ongoing operating performance or comparisons in Nasdaq's performance between periods. See "Equity Method Investments," of Note 6, "Investments," to the condensed consolidated financial statements for further discussion.

- *Other items:* We have excluded certain other charges or gains, including certain tax items, that are the result of other non-comparable events to measure operating performance. We believe the exclusion of such amounts allows management and investors to better understand the ongoing financial results of Nasdaq. Other significant items include:
 - *Lease asset impairments:* For the three and six months ended June 30, 2023, other items include impairment charges related to our operating lease assets and leasehold improvements associated with vacating certain leased office space, which are recorded in occupancy and depreciation and amortization expense in our Condensed Consolidated Statements of Income.
 - *Legal and regulatory matters:* For the three and six months ended June 30, 2024, other items primarily include settlement of a SFSA fine, see “SFSA Inquiry” of Note 17, “Commitments, Contingencies and Guarantees,” to the condensed consolidated financial statements for further discussion, and accruals related to certain legal matters. For the six months ended June 30, 2023, other items include insurance recoveries related to certain legal matters. The fine is recorded in regulatory expense and the accruals related to legal matters and insurance recoveries are recorded in professional and contract services and general, administrative and other expense in the Condensed Consolidated Statements of Income.
 - *Pension settlement charge:* For the six months ended June 30, 2024, we recorded a pre-tax charge as a result of settling our U.S. pension plan. The plan was terminated and partially settled in 2023, with final settlement occurring during the first quarter of 2024. The loss is recorded in compensation and benefits in the Condensed Consolidated Statements of Income. See Note 9, “Retirement Plans,” to the condensed consolidated financial statements for further discussion.
 - *Other (income) loss:* For the three and six months ended June 30, 2024, other items include net gains from strategic investments entered into through our corporate venture program, which are included in other income (loss) in our Consolidated Statements of Income
- *Significant tax items:* The non-GAAP adjustment to the income tax provision for all periods primarily includes the tax impact of each non-GAAP adjustment. In addition, for the three and six months ended June 30, 2024, tax items also include a one-time net tax expense of \$33 million related to the completion of an intra-group transfer of certain IP assets to our U.S. headquarters.

The following tables present reconciliations between U.S. GAAP net income attributable to Nasdaq and diluted earnings per share and non-GAAP net income attributable to Nasdaq and diluted earnings per share:

	Three Months Ended June 30,	
	2024	2023
	(in millions, except per share amounts)	
U.S. GAAP net income attributable to Nasdaq	\$ 222	\$ 267
Non-GAAP adjustments:		
Amortization expense of acquired intangible assets	122	37
Merger and strategic initiatives expense	4	45
Restructuring charges	56	14
Lease asset impairments	—	5
Net (income) loss from unconsolidated investees	(2)	11
Legal and regulatory matters	13	—
Other (income) loss	(10)	8
Total non-GAAP adjustments	\$ 183	\$ 120
Total non-GAAP tax adjustments	(41)	(37)
Tax on intra-group transfer of IP assets	33	—
Total non-GAAP adjustments, net of tax	\$ 175	\$ 83
Non-GAAP net income attributable to Nasdaq	\$ 397	\$ 350
U.S. GAAP effective tax rate	34.9 %	20.8 %
Total adjustments from non-GAAP tax rate	(10.7)%	2.6 %
Non-GAAP effective tax rate	24.2 %	23.4 %
Weighted-average common shares outstanding for diluted earnings per share	578.9	493.6
U.S. GAAP diluted earnings per share	\$ 0.38	\$ 0.54
Total adjustments from non-GAAP net income	0.31	0.17
Non-GAAP diluted earnings per share	\$ 0.69	\$ 0.71

	Six Months Ended June 30,	
	2024	2023
(in millions, except per share amounts)		
U.S. GAAP net income attributable to Nasdaq	\$ 456	\$ 568
Non-GAAP adjustments:		
Amortization expense of acquired intangible assets	244	75
Merger and strategic initiatives expense	13	47
Restructuring charges	82	33
Lease asset impairments	—	23
Net (income) loss from unconsolidated investees	(6)	(3)
Legal and regulatory matters	16	(11)
Pension settlement charge	23	—
Other (income) loss	(9)	9
Total non-GAAP adjustments	\$ 363	\$ 173
Total non-GAAP tax adjustments	(88)	(52)
Tax on intra-group transfer of IP assets	33	—
Total non-GAAP adjustments, net of tax	\$ 308	\$ 121
Non-GAAP net income attributable to Nasdaq	\$ 764	\$ 689
U.S. GAAP effective tax rate	30.3 %	22.5 %
Total adjustments from non-GAAP tax rate	(5.4)%	1.5 %
Non-GAAP effective tax rate	24.9 %	24.0 %
Weighted-average common shares outstanding for diluted earnings per share	578.9	494.2
U.S. GAAP diluted earnings per share	\$ 0.79	\$ 1.15
Total adjustments from non-GAAP net income	0.53	0.24
Non-GAAP diluted earnings per share	\$ 1.32	\$ 1.39

LIQUIDITY AND CAPITAL RESOURCES

Historically, we have funded our operating activities and met our commitments through cash generated by operations, augmented by the periodic issuance of debt. Currently, our cost and availability of funding remain healthy. We continue to prudently assess our capital deployment strategy through balancing acquisitions, internal investments, debt repayments, and shareholder return activity, including share repurchases and dividends.

We expect that our current cash and cash equivalents combined with cash flows provided by operating activities, supplemented with our borrowing capacity and access to additional financing, including our revolving credit facility and our commercial paper program, provides us additional flexibility to meet our ongoing obligations and the capital deployment strategic actions described above, while allowing us to invest in activities and product development that support the long-term growth of our operations.

Principal factors that could affect the availability of our internally-generated funds include:

- deterioration of our revenues in any of our business segments;
- changes in regulatory and working capital requirements; and
- an increase in our expenses.

Principal factors that could affect our ability to obtain cash from external sources include:

- operating covenants contained in our credit facilities that limit our total borrowing capacity;
- credit rating downgrades, which could limit our access to additional debt;
- a significant decrease in the market price of our common stock; and
- volatility or disruption in the public debt and equity markets.

The following table summarizes selected measures of our liquidity and capital resources:

	June 30, 2024	December 31, 2023
(in millions)		
Cash and cash equivalents	\$ 416	\$ 453
Financial investments	174	188
Working capital	(482)	71

The decrease in working capital is primarily driven by the reclassification of the 2025 Notes to short-term debt in the second quarter of 2024, see “*Debt Obligations*” below, increased deferred revenue due to the acquisition of Adenza, and increased Section 31 fees payable to the SEC.

Cash and Cash Equivalents

Cash and cash equivalents includes all non-restricted cash in banks and highly liquid investments with original maturities of 90 days or less at the time of purchase. The balance retained in cash and cash equivalents is a function of anticipated or possible short-term cash needs, prevailing interest rates, our investment policy, and alternative investment choices. As of June 30, 2024, our cash and cash equivalents of \$416 million were primarily invested in commercial paper, money market funds and bank deposits.

Repatriation of Cash

Our cash and cash equivalents held outside of the U.S. in various foreign subsidiaries totaled \$176 million as of June 30, 2024 and \$236 million as of December 31, 2023. The remaining balance held in the U.S. totaled \$240 million as of June 30, 2024 and \$217 million as of December 31, 2023.

Cash Flow Analysis

The following table summarizes the changes in cash flows:

	Six Months Ended June 30,	
	2024	2023
Net cash provided by (used in):	(in millions)	
Operating activities	\$ 990	\$ 979
Investing activities	(18)	(292)
Financing activities	(2,333)	4,416

Net Cash Provided by Operating Activities

Net cash provided by operating activities primarily consists of net income adjusted for certain non-cash items, including depreciation and amortization expense, expense associated with share-based compensation, deferred income taxes and the effects of changes in working capital. Changes in working capital include changes in accounts receivable and deferred revenue which are impacted by the timing of customer billings and related collections from our customers; accounts payable and accrued expenses due to timing of payments; accrued personnel costs, which are impacted by employee performance targets and the timing of payments related to employee bonus incentives; and Section 31 fees payable to the SEC, which is impacted by the changes in SEC fee rates and the timing of collections from customers and payments to the SEC.

Net cash provided by operating activities increased \$11 million for the six months ended June 30, 2024 compared with the same period in 2023. The increase was primarily driven by changes in our operating assets and liabilities and timing of various payments and receipts of \$40 million, partially offset by a decrease of \$29 million driven by the decrease in net income adjusted for certain noncash operating activities.

The changes in our operating assets and liabilities primarily included higher cash inflows from Section 31 fees payable to SEC due to higher Section 31 fee rate as of May 2024, as well as various other increased cash inflows impacting our working capital. This was partially offset by higher cash outflows from receivables, net primarily due to higher Trading Services receivables driven by higher Section 31 fee rate as well as the growth in our index licensing revenues and higher accounts payable and accrued expenses, primarily due to an increase in our accrued interest and interest paid relating to the senior unsecured notes issued in June 2023 in connection with the Adenza acquisition. Non-cash charges in the first six months of 2024 primarily included \$308 million of depreciation and amortization and \$69 million of share-based compensation.

Net Cash Used in Investing Activities

Net cash used in investing activities for the six months ended June 30, 2024 primarily related to purchases of property and equipment of \$91 million and \$18 million from other investing activities primarily related to our corporate venture program, partially offset by net proceeds from sales and redemptions of investments related to default funds and margin deposits of \$86 million and proceeds from the sales and redemptions of trading securities, net, of \$5 million.

Net cash used in investing activities for the six months ended June 30, 2023 primarily related to net purchases of trading securities of \$115 million, net purchases of investments related to default funds and margin deposits of \$103 million, and purchases of property and equipment of \$79 million, partially offset by proceeds of \$5 million from other investing activities.

Net Cash Provided by (Used in) Financing Activities

Net cash used in financing activities for the six months ended June 30, 2024 primarily related to a decrease related to our default funds and margin deposits of \$1,396 million, \$340 million relating to repayment of the 2023 Term Loan, \$265 million of dividend payments to our shareholders, \$241 million from repayments of our commercial paper, net, \$58 million in repurchases of common stock and \$54 million of payments related to employee shares withheld for taxes.

Net cash provided by financing activities for the six months ended June 30, 2023 primarily related to \$5,016 million proceeds from issuances of senior unsecured notes, in connection with the Adenza transaction, net of debt issuance costs and an increase in default funds and margin deposits of \$364 million, partially offset by \$524 million from repayments of our commercial paper, net, \$206 million of dividend payments to our shareholders, \$159 million in repurchases of common stock and \$68 million of payments related to employee shares withheld for taxes.

See Note 8, "Debt Obligations," to the condensed consolidated financial statements for further discussion of our debt obligations.

See "Share Repurchase Program," and "Cash Dividends on Common Stock," of Note 11, "Nasdaq Stockholders' Equity," to the condensed consolidated financial statements for further discussion of our share repurchase program and cash dividends declared and paid on our common stock.

Financial Investments

Our financial investments totaled \$174 million as of June 30, 2024 and \$188 million as of December 31, 2023. Of these securities, \$167 million as of June 30, 2024 and \$168 million as of December 31, 2023 are assets primarily utilized to meet regulatory capital requirements, mainly for our clearing operations at Nasdaq Clearing. See Note 6, "Investments," to the condensed consolidated financial statements for further discussion.

Regulatory Capital Requirements

Clearing Operations Regulatory Capital Requirements

We are required to maintain minimum levels of regulatory capital for the clearing operations of Nasdaq Clearing. The level of regulatory capital required to be maintained is dependent upon many factors, including market conditions and creditworthiness of the counterparty. As of June 30, 2024, our required regulatory capital of \$122 million was primarily comprised of highly rated European government debt securities that are included in financial investments in the Condensed Consolidated Balance Sheets.

Broker-Dealer Net Capital Requirements

Our broker-dealer subsidiaries, Nasdaq Execution Services, NFSTX, LLC, and Nasdaq Capital Markets Advisory, are subject to regulatory requirements intended to ensure their general financial soundness and liquidity. These requirements obligate these subsidiaries to comply with minimum net capital requirements. As of June 30, 2024, the combined required minimum net capital totaled \$1 million and the combined excess capital totaled \$23 million, substantially all of which is held in cash and cash equivalents in the Condensed Consolidated Balance Sheets. The required minimum net capital is included in restricted cash and cash equivalents in the Condensed Consolidated Balance Sheets.

Nordic and Baltic Exchange Regulatory Capital Requirements

The entities that operate trading venues in the Nordic and Baltic countries are each subject to local regulations and are required to maintain regulatory capital intended to ensure their general financial soundness and liquidity. As of June 30, 2024, our required regulatory capital of \$36 million was primarily invested in European government bills and mortgage bonds and Icelandic government bonds that are included in financial investments in the Condensed Consolidated Balance Sheets and cash, which is included in restricted cash and cash equivalents in the Condensed Consolidated Balance Sheets.

Other Capital Requirements

We operate several other businesses which are subject to local regulation and are required to maintain certain levels of regulatory capital. As of June 30, 2024, other required regulatory capital of \$23 million, primarily related to Nasdaq Central Securities Depository, was primarily invested in European government debt securities that are included in financial investments in the Condensed Consolidated Balance Sheets.

Equity and dividends

Share Repurchase Program

See “Share Repurchase Program,” of Note 11, “Nasdaq Stockholders’ Equity,” to the condensed consolidated financial statements for further discussion of our share repurchase program.

Cash Dividends on Common Stock

The following table presents our quarterly cash dividends paid per common share on our outstanding common stock:

	2024	2023
First quarter	\$ 0.22	\$ 0.20
Second quarter	0.24	0.22
Total	<u>\$ 0.46</u>	<u>\$ 0.42</u>

See “Cash Dividends on Common Stock,” of Note 11, “Nasdaq Stockholders’ Equity,” to the condensed consolidated financial statements for further discussion of the dividends.

Debt Obligations

The following table summarizes our debt obligations by contractual maturity:

	<u>Maturity Date</u>	<u>June 30, 2024</u>	<u>December 31, 2023</u>
Short-term debt:		(in millions)	
Commercial paper		\$ 50	\$ 291
2025 Notes	June 2025	498	\$ 497
Total short-term debt		<u>\$ 548</u>	<u>\$ 788</u>
Long-term debt - senior unsecured notes:			
2026 Notes	June 2026	499	499
2028 Notes	June 2028	993	991
2029 Notes	March 2029	639	658
2030 Notes	February 2030	639	658
2031 Notes	January 2031	645	645
2032 Notes	February 2032	795	819
2033 Notes	July 2033	655	674
2034 Notes	February 2034	1,240	1,239
2040 Notes	December 2040	644	644
2050 Notes	April 2050	487	487
2052 Notes	March 2052	541	541
2053 Notes	August 2053	738	738
2063 Notes	June 2063	738	738
2023 Term Loan	November 2026	—	339
2022 Revolving Credit Facility	December 2027	(4)	(4)
Total long-term debt		<u>\$ 9,249</u>	<u>\$ 9,666</u>
Total debt obligations		<u>\$ 9,797</u>	<u>\$ 10,454</u>

In the table above, the 2025 Notes were reclassified to short-term debt as of June 30, 2024, including the balance as of December 31, 2023, for presentation purposes.

For the six months ended June 30, 2024, the weighted average interest rate on our debt obligations was approximately 3.98%. This rate can fluctuate based on changes in interest rates for our variable rate debts, changes in foreign currency exchange rates and changes in the amount and duration of outstanding debt. In addition to the 2022 Revolving Credit Facility, we also have other credit facilities primarily to support our Nasdaq Clearing operations in Europe, as well as to provide a cash pool credit line. These European credit facilities, which are available in multiple currencies, totaled \$181 million as of June 30, 2024 and \$191 million as of December 31, 2023 in available liquidity, none of which was utilized.

Financing of the Adenza Acquisition

In June 2023, Nasdaq issued six series of notes for total proceeds of \$5,016 million, net of debt issuance costs of \$38 million, with various maturity dates ranging from 2025 to 2063. The net proceeds from these notes were used to finance the majority of the cash consideration due in connection with the Adenza acquisition.

In addition, in connection with the financing of the Adenza acquisition, we entered into the 2023 Term Loan agreement. The 2023 Term Loan provided us with the ability to borrow up to \$600 million to finance a portion of the cash consideration for the Adenza acquisition and other amounts incurred in connection with this transaction. On November 1, 2023, we borrowed \$599 million, net of fees, under this term loan towards payment of the cash consideration due in connection with the Adenza acquisition. As of June 30, 2024 the term loan is fully repaid.

As of June 30, 2024, we were in compliance with the covenants of all of our debt obligations.

See Note 8, “Debt Obligations,” to the condensed consolidated financial statements for further discussion of our debt obligations.

Contractual Obligations and Contingent Commitments

Nasdaq had no significant changes to our contractual obligations and contingent commitments from those disclosed in “Part I. Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report Form 10-K that was filed with the SEC February 21, 2024.

Off-Balance Sheet Arrangements

For discussion of off-balance sheet arrangements see:

- Note 14, “Clearing Operations,” to the condensed consolidated financial statements for further discussion of our non-cash default fund contributions and margin deposits received for clearing operations; and
- Note 17, “Commitments, Contingencies and Guarantees,” to the condensed consolidated financial statements for further discussion of:
 - Guarantees issued and credit facilities available;

- Other guarantees; and
- Routing brokerage activities.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

As a result of our operating, investing and financing activities, we are exposed to market risks such as interest rate risk and foreign currency exchange rate risk. We are also exposed to credit risk as a result of our normal business activities.

We have implemented policies and procedures to measure, manage, monitor and report risk exposures, which are reviewed regularly by management and the board of directors. We identify risk exposures and monitor and manage such risks on a daily basis.

We perform sensitivity analyses to determine the effects of market risk exposures. We may use derivative instruments solely to hedge financial risks related to our financial positions or risks that are incurred during the normal course of business. We do not use derivative instruments for speculative purposes.

Interest Rate Risk

We are subject to the risk of fluctuating interest rates in the normal course of business. Our exposure to market risk for changes in interest rates relates primarily to our financial investments and debt obligations, which are discussed below.

Financial Investments

As of June 30, 2024, our investment portfolio was primarily comprised of highly rated European government debt securities, which pay a fixed rate of interest. These securities are subject to interest rate risk and the fair value of these securities will decrease if market interest rates increase. If market interest rates were to increase immediately and uniformly by a hypothetical 100 basis points from levels as of June 30, 2024, the fair value of this portfolio would decline by \$3 million.

Debt Obligations

As of June 30, 2024, substantially all of our debt obligations were fixed-rate obligations. Interest rates on certain tranches of notes are subject to adjustment to the extent our debt rating is downgraded below investment grade, as further discussed in Note 8, “Debt Obligations,” to the condensed consolidated financial statements. While changes in interest rates will have no impact on the interest we pay on fixed-rate obligations, we are exposed to changes in interest rates as a result of the borrowings under our 2022 Revolving Credit Facility and our commercial paper program as these facilities have a variable interest rate. As of June 30, 2024, we have \$50 million of outstanding borrowings under our commercial paper program. A hypothetical 100 basis points increase in interest rates on our outstanding commercial paper would increase our annual interest expense by approximately \$1 million based on borrowings as of June 30, 2024.

We may utilize interest rate swap agreements to achieve a desired mix of variable and fixed rate debt.

Foreign Currency Exchange Rate Risk

We are subject to foreign currency exchange rate risk. Our primary transactional exposure to foreign currency denominated revenues less transaction-based expenses and operating income for the three and six months ended June 30, 2024 is presented in the following tables:

	Euro	Swedish Krona	Canadian Dollar	Other Foreign Currencies	U.S. Dollar	Total
	(in millions, except currency rate)					
Three Months Ended June 30, 2024						
Average foreign currency rate to the U.S. dollar	1.077	0.094	0.731	#	N/A	N/A
Percentage of revenues less transaction-based expenses	9.2%	3.4%	0.7%	3.8%	82.9%	100.0%
Percentage of operating income	16.9%	(10.3)%	(9.1)%	(13.5)%	116.0%	100.0%
Impact of a 10% adverse currency fluctuation on revenues less transaction-based expenses	\$(11)	\$(4)	\$(1)	\$(4)	\$—	\$(20)
Impact of a 10% adverse currency fluctuation on operating income	\$(7)	\$(4)	\$(4)	\$(6)	\$—	\$(21)
	Euro	Swedish Krona	Canadian Dollar	Other Foreign Currencies	U.S. Dollar	Total
	(in millions, except currency rate)					
Six Months Ended June 30, 2024						
Average foreign currency rate to the U.S. dollar	1.081	0.095	0.736	#	N/A	N/A
Percentage of revenues less transaction-based expenses	8.4%	3.6%	0.7%	3.5%	83.8%	100.0%
Percentage of operating income	15.9%	(6.9)%	(8.8)%	(12.8)%	112.6%	100.0%
Impact of a 10% adverse currency fluctuation on revenues less transaction-based expenses	\$(19)	\$(8)	\$(2)	\$(8)	\$—	\$(37)
Impact of a 10% adverse currency fluctuation on operating income	\$(13)	\$(6)	\$(7)	\$(11)	\$—	\$(37)

Represents multiple foreign currency rates.
N/A Not applicable.

The adverse impacts shown in the preceding tables should be viewed individually by currency and not in aggregate due to the correlation between changes in exchange rates for certain currencies.

Our investments in foreign subsidiaries are exposed to volatility in currency exchange rates through translation of the foreign subsidiaries' net assets or equity to U.S. dollars. Substantially all of our foreign subsidiaries operate in functional currencies other than the U.S. dollar. The financial statements of these subsidiaries are translated into U.S. dollars for consolidated reporting using a current rate of exchange, with net gains or losses recorded in accumulated other comprehensive loss within stockholders' equity in the Condensed Consolidated Balance Sheets.

Our primary exposure to net assets in foreign currencies as of June 30, 2024 is presented in the following table:

	Net Assets	Impact of a 10% Adverse Currency Fluctuation
	(in millions)	
Swedish Krona	\$ 2,812	\$ 281
British Pound	151	15
Norwegian Krone	150	15
Canadian Dollar	117	12
Australian Dollar	97	10
Euro	49	5

In the table above, Swedish Krona includes goodwill of \$2,119 million and intangible assets, net of \$466 million.

Credit Risk

Credit risk is the potential loss due to the default or deterioration in credit quality of customers or counterparties. We are exposed to credit risk from third parties, including customers, counterparties and clearing agents. These parties may default on their obligations to us due to bankruptcy, lack of liquidity, operational failure or other reasons. We limit our exposure to credit risk by evaluating the counterparties with which we make investments and execute agreements. For our investment portfolio, our objective is to invest in securities to preserve principal while maximizing yields, without significantly increasing risk. Credit risk associated with investments is minimized substantially by ensuring that these financial assets are placed with governments which have investment grade ratings, well-capitalized financial institutions and other creditworthy counterparties.

Our subsidiary, Nasdaq Execution Services, may be exposed to credit risk due to the default of trading counterparties in connection with the routing services it provides for our trading customers. System trades in cash equities routed to other market centers for members of our cash equity exchanges are routed by Nasdaq Execution Services for clearing to the NSCC. In this function, Nasdaq Execution Services is to be neutral by the end of the trading day, but may be exposed to intraday risk if a trade extends beyond the trading day and into the next day, thereby leaving Nasdaq Execution Services susceptible to counterparty risk in the period between accepting the trade and routing it to the

clearinghouse. In this interim period, Nasdaq Execution Services is not novating like a clearing broker but instead is subject to the short-term risk of counterparty failure before the clearinghouse enters the transaction. Once the clearinghouse officially accepts the trade for novation, Nasdaq Execution Services is legally removed from trade execution risk. However, Nasdaq has membership obligations to NSCC independent of Nasdaq Execution Services' arrangements.

Pursuant to the rules of the NSCC and Nasdaq Execution Services' clearing agreement, Nasdaq Execution Services is liable for any losses incurred due to a counterparty or a clearing agent's failure to satisfy its contractual obligations, either by making payment or delivering securities. Adverse movements in the prices of securities that are subject to these transactions can increase our credit risk. However, we believe that the risk of material loss is limited, as Nasdaq Execution Services' customers are not permitted to trade on margin and NSCC rules limit counterparty risk on self-cleared transactions by establishing credit limits and capital deposit requirements for all brokers that clear with NSCC. Historically, Nasdaq Execution Services has never incurred a liability due to a customer's failure to satisfy its contractual obligations as counterparty to a system trade. Credit difficulties or insolvency, or the perceived possibility of credit difficulties or insolvency, of one or more larger or visible market participants could also result in market-wide credit difficulties or other market disruptions.

We have credit risk related to transaction and subscription-based revenues that are billed to customers on a monthly or quarterly basis, in arrears. Our potential exposure to credit losses on these transactions is represented by the receivable balances in our Condensed Consolidated Balance Sheets. We review and evaluate changes in the status of our counterparties' creditworthiness. Credit losses such as those described above could adversely affect our consolidated financial position and results of operations.

We also are exposed to credit risk through our clearing operations with Nasdaq Clearing. See Note 14, "Clearing Operations," to the condensed consolidated financial statements for further discussion. Our clearinghouse holds material amounts of clearing member cash deposits, which are held or invested primarily to provide security of capital while minimizing credit, market and liquidity risks. While we seek to achieve a reasonable rate of return, we are primarily concerned with preservation of capital and managing the risks associated with these deposits. As the clearinghouse may pass on interest revenues (minus costs) to the members, this could include negative or reduced yield due to market conditions. The following is a summary of the risks associated with these deposits and how these risks are mitigated.

- *Credit Risk.* When the clearinghouse has the ability to hold cash collateral at a central bank, the clearinghouse utilizes its access to the central bank system to minimize credit risk exposures. When funds are not held at a central bank, we seek to substantially mitigate credit risk by ensuring that investments are primarily placed in large, highly rated financial institutions, highly rated government debt instruments and other creditworthy counterparties.
- *Liquidity Risk.* Liquidity risk is the risk a clearinghouse may not be able to meet its payment obligations in the right currency, in the right place and the right time. To mitigate this risk, the clearinghouse monitors liquidity requirements closely and maintains funds and assets in a manner which minimizes the risk of loss or delay in the access by the clearinghouse to such funds and assets. For example, holding funds with a central bank where possible or investing in highly liquid government debt instruments serves to reduce liquidity risks.
- *Interest Rate Risk.* Interest rate risk is the risk that interest rates rise causing the value of purchased securities to decline. If we were required to sell securities prior to maturity, and interest rates had risen, the sale of the securities might be made at a loss relative to the latest market price. Our clearinghouse seeks to manage this risk by making short term investments of members' cash deposits. In addition, the clearinghouse investment guidelines allow for direct purchases or repurchase agreements with short dated maturities of high quality sovereign debt (for example, European government and U.S. Treasury securities), central bank certificates and multilateral development bank debt instruments.
- *Security Issuer Risk.* Security issuer risk is the risk that an issuer of a security defaults on its payment when the security matures. This risk is mitigated by limiting allowable investments and collateral under reverse repurchase agreements to high quality sovereign, government agency or multilateral development bank debt instruments.

Item 4. Controls and Procedures

Disclosure controls and procedures.

Nasdaq's management, with the participation of Nasdaq's Chief Executive Officer, and Executive Vice President and Chief Financial Officer, has evaluated the effectiveness of Nasdaq's disclosure controls and procedures (as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Exchange Act) as of the end of the period covered by this report. Based upon that evaluation, Nasdaq's Chief Executive Officer and Executive Vice President and Chief Financial Officer, have concluded that, as of the end of such period, Nasdaq's disclosure controls and procedures are effective.

Changes in internal control over financial reporting. There have been no changes in Nasdaq’s internal control over financial reporting (as defined in Rule 13a-15(f) and Rule 15d-15(f) under the Exchange Act) that occurred during the quarter ended June 30, 2024 that have materially affected, or are reasonably likely to materially affect, Nasdaq’s internal control over financial reporting.

PART II OTHER INFORMATION

Item 1. Legal Proceedings

For a description of our legal proceedings, if any, see “Legal and Regulatory Matters” of Note 17, “Commitments, Contingencies and Guarantees,” to the condensed consolidated financial statements, which is incorporated herein by reference.

Item 1A. Risk Factors

In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the factors discussed under “Risk Factors” in our most recent Form 10-K. These risks could materially and adversely affect our business, financial condition and results of operations. These risks and uncertainties are not the only ones facing us. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also adversely affect our business.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

Share Repurchase Program

See “Share Repurchase Program,” of Note 11, “Nasdaq Stockholders’ Equity,” to the condensed consolidated financial statements for further discussion of our share repurchase program.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

The table below represents repurchases made by or on behalf of us or any “affiliated purchaser” of our common stock during the fiscal quarter ended June 30, 2024:

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid Per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Maximum Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in millions)
April 2024				
Share repurchase program	—	\$ —	—	\$ 1,890
Employee transactions	459,790	\$ 62.26	N/A	N/A
May 2024				
Share repurchase program	—	\$ —	—	\$ 1,890
Employee transactions	317	\$ 60.87	N/A	N/A
June 2024				
Share repurchase program	975,102	\$ 59.08	975,102	\$ 1,832
Employee transactions	9,191	\$ 59.03	N/A	N/A
Total Quarter Ended June 30, 2024				
Share repurchase program	975,102	\$ 59.08	975,102	\$ 1,832
Employee transactions	469,298	\$ 62.20	N/A	N/A

In the preceding table:

- N/A - Not applicable.
- See “Share Repurchase Program,” of Note 11, “Nasdaq Stockholders’ Equity,” to the condensed consolidated financial statements for further discussion of our share repurchase program.
- Employee transactions represents shares surrendered to us to satisfy tax withholding obligations arising from the vesting of restricted stock and PSUs previously issued to employees.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

During the three months ended June 30, 2024, none of the Company's directors or officers adopted, terminated or modified a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" (as such terms are defined in Item 408 of Regulation S-K) except as follows and each of which is intended to satisfy the affirmative defense of Rule 10b5-1(c): (i) on April 26, 2024, Bradley J. Peterson, Executive Vice President and Chief Information Officer/Chief Technology Officer, adopted a Rule 10b5-1 trading plan for the sale of up to 40,000 shares of our common stock, subject to certain conditions and which expires on September 13, 2024 and (ii) on June 13, 2024, John A. Zecca, Executive Vice President and Chief Legal, Risk and Regulatory Officer, adopted a Rule 10b5-1 trading plan for the sale of up to 11,000 shares of our common stock, subject to certain conditions and which expires on June 13, 2025.

Item 6. Exhibits

Exhibit Number	
10.1	Form of Nasdaq Restricted Stock Unit Award Certificate (employees).*
10.2	Form of Nasdaq Restricted Stock Unit Award Certificate (directors).*
10.3	Form of Nasdaq Three-Year Performance Share Unit Agreement.*
10.4	Form of Nasdaq Two-Year Performance Share Unit Agreement.*
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley").
31.2	Certification of Executive Vice President and Chief Financial Officer pursuant to Section 302 of Sarbanes-Oxley.
32.1	Certifications Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of Sarbanes-Oxley.
101	The following materials from the Nasdaq, Inc. Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets as of June 30, 2024 and December 31, 2023; (ii) Condensed Consolidated Statements of Income for the three and six months ended June 30, 2024 and 2023; (iii) Condensed Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2024 and 2023; (iv) Condensed Consolidated Statements of Changes in Stockholders' Equity for the three and six months ended June 30, 2024 and 2023; (v) Condensed Consolidated Statements of Cash Flows for the three and six months ended June 30, 2024 and 2023; and (vi) notes to condensed consolidated financial statements.
104	Cover Page Interactive Data File, formatted in iXBRL and contained in Exhibit 101.

* Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on August 6, 2024.

Nasdaq, Inc.
(Registrant)

By: _____ /s/ Adena T. Friedman
Name: **Adena T. Friedman**
Title: **Chief Executive Officer**
Date: August 6, 2024

By: _____ /s/ Sarah Youngwood
Name: **Sarah Youngwood**
Title: **Executive Vice President and
Chief Financial Officer**
Date: August 6, 2024

NASDAQ, INC.
RESTRICTED STOCK UNIT AWARD CERTIFICATE

Award Date: <u>April 1, 2024</u>	Number of Restricted Stock Units: <u>TOTAL SHARES</u> <u>GRANTED</u>	Final Vesting Date: _____ (See below)
----------------------------------	---	---------------------------------------

THIS CERTIFIES THAT Nasdaq, Inc. (the “Company”) has on the Award Date specified above granted to

EMPLOYEE NAME

(the “Participant”) an award (the “Award”) to receive the number of Restricted Stock Units (the “RSUs”) indicated in the box above labeled “Number of Restricted Stock Units,” each RSU representing the right to receive one share of the Company’s common stock, \$0.01 per value per share (the “Share”), subject to certain restrictions and on the terms and conditions contained in this award certificate (“Award Certificate”) and the Nasdaq, Inc. Equity Incentive Plan (as amended and restated April 24, 2018) (the “Plan”). Capitalized terms not otherwise defined have the meanings set forth in the Plan. A copy of the Plan is available from Human Resources, and is also available on the Company’s website.

* * *

1. Rights of the Participant with Respect to the Restricted Stock Units.

(a) Prior to vesting of the RSUs pursuant to Section 2, (i) the Participant shall not be treated as a shareholder as to Shares issuable to the Participant with respect to such RSUs, and shall only have a contractual right to receive such Shares following such vesting, unsecured by any assets of the Company or its Subsidiaries; (ii) the Participant shall not be permitted to vote the RSUs or the Shares issuable with respect to such RSUs; and (iii) the Participant’s right to receive such Shares following vesting of the RSUs shall be subject to the adjustment provisions set forth in Section 13 of the Plan. The RSUs shall be subject to all of the restrictions hereinafter set forth.

(b) At the sole discretion of the Committee, the Participant shall be permitted to receive cash payments equal to the dividends and distributions paid on Shares (other than dividends or distributions of securities of the Company which may be issued with respect to Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent as if each RSU was a Share, and those Shares were not subject to the restrictions imposed by this Award Certificate and the Plan; provided, however, that no dividends or distributions shall be payable to or for the benefit of the Participant with respect to record dates for such dividends or distributions occurring on or after the date, if any, on which the Participant has forfeited the RSUs.

2. Vesting.

(a) Except as otherwise provided under this Award Certificate, the RSUs shall vest in accordance with the following vesting schedule: 33% of the RSUs shall vest on the second anniversary of the Award Date (specified above); an additional 33% of the RSUs shall vest on the third anniversary of the Award Date; and the remaining balance of the RSUs shall vest on the fourth anniversary of the Award Date (the "Final Vesting Date"); provided, in each case, that the Participant remains in continuous employment with the Company or any of its Subsidiaries until such date(s).

(b) If, prior to the Final Vesting Date of the RSUs under paragraph (a) above the Participant has a Separation from Service (as defined in the Plan) with the Company or any of its Subsidiaries for any reason (voluntary or involuntary), then such non-vested RSUs shall be immediately and irrevocably forfeited, except as otherwise provided in Section 8(e)(ii) of the Plan (Separation from Service by reason of death or Retirement) or Section 12 of the Plan (Separation from Service following a Change in Control). Notwithstanding anything to the contrary in the Plan or this Award Certificate, and for purposes of clarity, any Separation from Service shall be effective as of the date the Participant's active employment ends and shall not be extended by any statutory or common law notice period.

(c) If, prior to the vesting of the RSUs under paragraph (a) above the Participant is determined by the insurance carrier under the Company's then-current long-term disability plan to be entitled to receive benefits under such plan, and, by reason of such Disability, is deemed to have a Separation from Service (within the meaning of the Plan), then an amount of unvested RSUs shall vest as described in Section 8(e)(iii) of the Plan.

3. Issuance of Shares. Following the applicable vesting date with respect to the RSUs, and subject to the terms and conditions of the Plan, the Company will issue Shares with respect to such vested RSUs net of any Shares withheld by the Company to satisfy the payment of taxes as described in Section 6 of this Award Certificate. Such issuance shall take place as soon as practicable following the applicable vesting date (but in no event later than 60 days following the applicable vesting date described in Section 2(a), (b) or (c) above). The Shares issued in respect of the RSUs shall be subject to such stop transfer orders and other restrictions as the Committee may determine is required by the rules, regulations, and other requirements of the Securities and Exchange Commission, The Nasdaq Stock Market, any applicable federal, state or local laws and the Company's Certificate of Incorporation and By-Laws, and the Committee may cause a legend or legends to be put on such Shares to make appropriate reference to such restrictions. The Company may make delivery of Shares in settlement of RSUs by either (A) delivering certificates representing such Shares to the Participant, registered in the name of the Participant, or (B) by depositing such Shares into a stock brokerage account maintained for the Participant. The Company will not deliver any fractional Shares but will instead round down to the next full number the amount of Shares to be delivered.

4. No Right to Continued Employment. Neither the Plan nor this Award Certificate shall confer on the Participant any right to be retained, in any position, as an employee, consultant or director of the Company, and nothing in this Award Certificate or the Plan shall be construed to limit the discretion of the Company (or subsidiary that employs the Participant) to terminate the Participant's employment at any time, with or without cause.

5. Transferability.

(a) The RSUs are not transferable and may not be sold, assigned, transferred, disposed of, pledged or otherwise encumbered by the Participant, other than by will or the laws of descent and distribution. Upon such transfer (by will or the laws of descent and distribution), such transferee in interest shall take the rights granted herein subject to all the terms and conditions hereof.

(b) Subject to Section 5(a) hereof, in order to comply with any applicable securities laws, the Shares issued to the Participant with respect to vested RSUs may only be sold by the Participant following registration of such Shares under the U.S. Securities Act of 1933, as amended, or pursuant to an exemption therefrom.

(c) Following settlement and issuance of Shares, in the event the Company permits Participant to arrange for sale of Shares through a broker or another designated agent of the Company, Participant acknowledges and agrees that the Company may block any such sale and/or cancel any order to sell placed by the Participant, in each case if the Participant is not then permitted under the Company's insider trading policy to engage in transactions with respect to securities of the Company. If the Committee determines that the ability of the Participant to sell or transfer Shares is restricted, then the Company may notify the Participant in accordance with Section 14 of this Award Certificate. The Participant may only sell such Shares in compliance with such notification from the Company.

6. Withholding.

(a) In order to comply with all applicable federal, state and local tax laws or regulations, the Company may take such actions as it deems appropriate to ensure that all applicable federal, state and local income, payroll or other taxes are withheld or collected from the Participant.

(b) In accordance with the terms of the Plan, and such rules as may be adopted by the Committee under the Plan, the Participant may elect to satisfy the Participant's federal, state and local tax withholding obligations arising from the receipt of, the vesting of or the lapse of restrictions relating to, or the settlement of, the RSUs, by one or a combination of (i) delivering cash, check or money order payable to the Company, (ii) delivering to the Company other Shares, (iii) having the Company withhold a portion of the Shares otherwise to be delivered having a Fair Market Value sufficient to satisfy the statutory withholding required with respect thereto to the extent permitted by the Company; or (iv) having the Company (or the Subsidiary that employs the Participant) withhold any amounts necessary to pay the statutory withholding required from the Participant's salary or other amounts payable to the Participant. The Company will not deliver any fractional Shares but will instead round down to the next full number the amount of Shares to be delivered. The Participant's election must be made on or before the date that any such withholding obligation with respect to the RSUs arises. If the Participant fails to timely make such an election, the Company shall have the right to withhold a portion of the Shares otherwise to be delivered having a Fair Market Value equal to the statutory amount of withholding with respect to applicable taxes, as determined by the Company in its sole discretion. The net settlement of the shares underlying the vested RSUs and the delivery of Shares previously owned are hereby specifically authorized alternatives for the satisfaction of the

foregoing withholding obligation. To the extent necessary to meet any obligation to withhold Federal Insurance Contributions Act taxes before delivery of the Shares, the Company is authorized to deduct those taxes from other current wages or other compensation.

7. Governing Law. This Award Certificate shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof.

8. Amendments. The Company, acting by means of the Committee, has the right, as set forth in the Plan, to amend, alter, suspend, discontinue or cancel this Award, prospectively or retroactively; provided however, that no such amendment, alteration, suspension, discontinuance or cancellation of the RSUs will adversely affect the Participant's material rights under this Award Certificate without the Participant's consent. The Company has the authority to amend this Award Certificate, consistent with the foregoing, without the Participant's written agreement, except as set forth in this Section 8.

In the event that the Company is reorganized or liquidated, or if all or substantially all of its assets are sold, or if the Company is merged or consolidated with another corporation or entity (or in the event the Company consummates a written agreement to accomplish any of the foregoing), the Committee may, in its sole discretion and upon at least 10 days advance notice to the Participant, cancel any outstanding RSUs and cause the Participant to be paid (in cash or in stock, or any combination thereof) the value of such RSUs based upon the price per Share received or to be received in the transaction.

9. Administration. This Award Certificate shall at all times be subject to the terms and conditions of the Plan. The Committee shall have sole and complete discretion with respect to all matters reserved to it by the Plan and decisions of the Committee with respect thereto and this Award Certificate shall be final and binding upon the Participant and the Company. The Committee has the authority and discretion to determine any questions which arise in connection with the award of the RSUs hereunder.

10. Compliance with Code Section 409A for U.S. Taxpayers.

(a) Distributions of Shares in settlement of RSUs as described herein which represent a "deferral of compensation" within the meaning of Code section 409A shall conform to the applicable requirements of Code section 409A, including, without limitation, the requirement that a distribution to a Participant who is a "specified employee" within the meaning of Code section 409A(a)(2)(B)(i) which is made on account of the specified employee's Separation from Service shall not be made before the date which is six (6) months after the date of Separation from Service. However, distributions as aforesaid shall not be deemed to be a "deferral of compensation" subject to Code section 409A to the extent provided in the exception in Treasury Regulation Section 1.409A-1(b)(4) for short-term deferrals.

(b) It is the intention of the Company and Participant that this Award Certificate not result in an unfavorable tax consequences to Participant under Code Section 409A. Accordingly, as permitted by the Plan, the Company may at any time (without the consent of the Participant) modify or amend the Plan or this Award Certificate to the extent necessary to ensure that the Award is not "deferred compensation" subject to Code Section 409A (or, alternatively, to

conform to the requirements of Code Section 409A). Any such amendments shall be made in a manner that preserves to the maximum extent possible the intended benefits to Participant. This paragraph does not create an obligation on the part of Company to modify this Award Certificate and does not guarantee that the amounts or benefits owed under this Award Certificate will not be subject to interest and penalties under Code Section 409A. For purposes of applying the provisions of Code Section 409A, to the extent applicable, each group of Restricted Stock Units that would vest in accordance with Section 2(a) shall be treated as a separate payment.

(c) While the Company intends that this Award Certificate and the RSUs granted hereunder comply with or be exempt from the requirements of Code Section 409A and any related regulations or other guidance promulgated thereunder, neither the Company or the Committee nor any of their respective affiliates shall be liable to any person for the tax consequences of any failure to comply with the requirements of Code Section 409A or any other tax consequences relating to this Award.

11. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Participant, as a condition of receipt of Shares underlying an RSU, to sign any additional Award Certificates or undertakings that may be necessary to accomplish the foregoing.

12. Nature of Grant. In accepting the Award, the Participant acknowledges, understands and agrees that:

(i) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(ii) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;

(iii) the grant of the RSUs and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Participant's employer or any Subsidiary, and shall not interfere with the ability of the Company, the Participant's employer or any Subsidiary, as applicable, to terminate the Participant's employment or service relationship (if any);

(iv) the Participant is voluntarily participating in the Plan;

(v) the RSUs and any Shares issued under the Plan and the income and value of the same are not intended to replace any pension rights or compensation;

(vi) the future value of the Shares underlying the RSUs is unknown, indeterminable and cannot be predicted with certainty;

(vii) unless otherwise agreed with the Company, the Award and the Shares subject to the Award, and the income and value of same, are not granted as consideration for, or in

connection with, the service Participant may provide as a director of a Subsidiary of the Company;

(viii) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from Separation from Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and in consideration of the grant of the RSUs to which the Participant is otherwise not entitled, the Participant irrevocably agrees never to institute any claim against the Company, any of its Subsidiaries or the Participant's employer, waives his ability, if any, to bring any such claim, and releases the Company, its Subsidiaries and the Participant's employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(ix) the Participant acknowledges and agrees that neither the Company, the Participant's employer nor any Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the vesting and settlement of the RSU or the subsequent sale of any Shares issued upon settlement.

13. Consent to Collection, Processing and Transfer of Personal Data. Pursuant to applicable personal data protection laws, the Company hereby notifies the Participant of the following in relation to the Participant's personal data and the collection, processing and transfer of such data in relation to the Company's grant of this Award and the Participant's participation in the Plan. The collection, processing and transfer of the Participant's personal data are necessary for the Company's administration of the Plan and the Participant's participation in the Plan. The Participant's denial and/or objection to the collection, processing and transfer of personal data may affect the Participant's participation in the Plan. As such, the Participant voluntarily explicitly and unambiguously acknowledges and consents (where required under applicable law) to the collection, use, processing and transfer of personal data as described in this Award Certificate and any other Award grant materials by and among, as applicable, the Company, its Subsidiaries and/or the Participant's employer for the purpose of implementing, administering and managing the Participant's participation in the Plan.

The Company and its Subsidiaries, including the Participant's employer hold certain personal information about the Participant, including, but not limited to his or her name, home address, email address and telephone number, date of birth, social security number, passport number or other employee identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of managing and administering the Plan ("Data").

The Company and its Subsidiaries, including the Participant's employer, will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan, and the Company and its

Subsidiaries, including the Participant's employer, may each further transfer Data to a designated Plan broker, administrative agent or such other stock plan service provider as may be selected by the Company presently or in the future (a "Plan Service Provider"), which may be assisting the Company in the implementation, administration and management of the Plan. These recipients may be located throughout the world. The Participant understands that if he or she resides outside the United States, the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Participant's local human resources representative. The Participant hereby authorizes (where required under applicable law) the Company, any Plan Service Provider and any other possible recipients which may assist the Company (presently or in the future) to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan. Furthermore, the Participant acknowledges and understands that the transfer of the Data to the Company or its Subsidiaries, including the Participant's employer, to any Plan Service Provider, or to any third parties is necessary for the Participant's participation in the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, the Participant's employment status or service and career with the Company and its Subsidiaries will not be affected. The only consequence of refusing or withdrawing the Participant's consent is that the Company may not be able to grant the Participant RSUs or other awards or administer or maintain such awards. Therefore, the Participant acknowledges that withdrawal of consent may affect the Participant's ability to vest in or realize benefits from the RSUs, and the Participant's ability to participate in the Plan, in which case neither the Company nor any of its Subsidiaries, including the Participant's employer, will have any liability or obligation to the Participant related to this Award. For more information on the consequences of refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

Finally, upon request of the Company or the Participant's employer, the Participant agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Participant's employer) that the Company and/or the Participant's employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country, either now or in the future. The Participant understands and agrees that the Participant will not be able to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Company and/or the Participant's employer.

14. Notices. Any notice, request, instruction or other document given under this Award Certificate shall be in writing and may be delivered by such method as may be permitted by the Company, and shall be addressed and delivered, in the case of the Company, to the Secretary of the Company at the principal office of the Company and, in the case of the Participant, to the Participant's address as shown in the records of the Company or to such other address as may be designated in writing (or by such other method approved by the Company) by either party.

15. Severability. The invalidity or unenforceability of any provision of this Award Certificate shall not affect the validity or enforceability of any other provision of this Award

Certificate, and each other provision of the Award Certificate shall be severable and enforceable to the extent permitted by law.

16. Award Subject to Plan; Amendments to Award. This Award is subject to the Plan as approved by the shareholders of the Company. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained in this Award Certificate and a term or provision of the Plan, the applicable terms and provisions of this Award Certificate will govern and prevail.

17. Discretionary Nature of Plan; No Vested Rights. The Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award represented by this Award Certificate is exceptional, voluntary and occasional and does not create any contractual or other right to receive an award or benefit in lieu of an award in the future, even if awards have been granted repeatedly in the past. Future Awards, if any, will be at the sole discretion of the Company, including, but not limited to, the form and timing of an Award, the number of Shares subject to the Award, and the vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Company.

18. Private Placement. The grant of the RSUs is not intended to be a public offering of securities in the Participant's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the RSUs is not subject to the supervision of the local securities authorities.

19. Addendum to Award Certificate. Notwithstanding any provisions of this Award Certificate to the contrary, the Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different), as are set forth in the applicable addendum (the "Addendum") as attached to the Award Certificate. Further, if the Participant transfers residence and/or employment to another country reflected in an Addendum to the Award Certificate, the special terms and conditions for such country will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms is necessary or advisable in order to comply with local laws, rules and regulations or to facilitate operation and administration of the Plan. Any applicable Addendum shall constitute part of this Award Certificate.

20. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or his acquisition or sale of the underlying Shares. The Participant acknowledges that he should consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

21. Clawback. Notwithstanding any provision to the contrary, any "clawback" or "recoupment" policy required under applicable law or provided for under Company policy, as amended from time to time, shall automatically apply to this Award.

22. Entire Agreement. This Award Certificate represents the entire understanding and agreement between the parties with respect to the subject matter of this Award Certificate and supersedes and replaces all previous agreements, arrangements, understandings, rights, obligations and liabilities between the parties in respect of such matters.

23. Execution of Agreement. By electronically or otherwise accepting this Award Certificate, the Participant acknowledges his or her understanding and acceptance of the terms and conditions of the Award. The Company has no obligation to issue the Participant Shares under this Award Certificate if the Participant does not accept the Award. Further, any acceptance of Shares issued pursuant to this Award Certificate shall constitute the Participant's acceptance of the Award and the Participant's agreement with all terms and conditions of the Award, as set forth in the Plan and this Award Certificate.

24. Insider Trading / Market Abuse Laws. The Participant acknowledges that, depending on the Participant's or the Participant's broker's country of residence or where the Shares are listed, the Participant may be subject to insider trading and/or market abuse laws, which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to shares (e.g., RSUs) or rights linked to the value of shares (e.g., phantom awards, futures) during such times as the Participant is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Participant's country. Local insider trading laws and regulations may prohibit the cancellation or amendment or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know") and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Participant should keep in mind third parties includes fellow employees. The requirements of these laws may or may not be consistent with the terms of any applicable Company's insider trading policy. The Participant acknowledges that it is his or her responsibility to be informed of and compliant with any such laws and such Company policies, and is hereby advised to speak to his or her personal legal advisor on this matter.

25. Waiver. The Participant acknowledges that a waiver by the Company of a breach of any provision of this Award Certificate shall not operate or be construed as a waiver of any other provision of this Award Certificate, or of a prior or subsequent breach by the Participant or any other Participant.

NASDAQ, INC.

By: Bryan Smith
Title: EVP and Chief People Officer

NASDAQ, INC.
RESTRICTED STOCK UNIT AWARD CERTIFICATE

Award Date: June 11, 2024	Number of Restricted Stock Units: # GRANTED SHARES
---------------------------	--

THIS CERTIFIES THAT Nasdaq, Inc. (the “Company”) has on the Award Date specified above granted to

DIRECTOR NAME

(the “Director”) an award (the “Award”) to receive the number of Restricted Stock Units (the “RSUs” or “Restricted Stock Units”) indicated in the box above labeled “Number of Restricted Stock Units,” with each RSU representing the right to receive one share (“Share”) of the Company’s common stock, \$0.01 per value per share (the “Common Stock”), subject to certain restrictions and on the terms and conditions contained in this award certificate (the “Award Certificate”) and the Nasdaq, Inc. Equity Incentive Plan (as amended and restated April 24, 2018) (the “Plan”). Capitalized terms not otherwise defined have the meanings set forth in the Plan. A copy of the Plan is available from the People @ Nasdaq team, and is also available on the Company’s website.

* * *

1. Rights of the Director with Respect to the Restricted Stock Units.

(a) Prior to vesting of the Restricted Stock Units pursuant to Section 2, (i) the Director shall not be treated as a shareholder as to Shares issuable to the Director with respect to such Restricted Stock Units, and shall only have a contractual right to receive such Shares following such vesting, unsecured by any assets of the Company or its Subsidiaries; (ii) the Director shall not be permitted to vote the Restricted Stock Units or the Shares issuable with respect to such Restricted Stock Units; and (iii) the Director’s right to receive such Shares following vesting of the Restricted Stock Units shall be subject to the adjustment provisions set forth in Section 13 of the Plan. The Restricted Stock Units shall be subject to all of the restrictions hereinafter set forth.

(b) At the sole discretion of the Committee, the Director shall be permitted to receive cash payments equal to the dividends and distributions paid on Shares (other than dividends or distributions of securities of the Company which may be issued with respect to Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent as if each Restricted Stock Unit was a Share, and those Shares were not subject to the restrictions imposed by this Award Certificate and the Plan; provided, however, that no dividends or distributions shall be payable to or for the benefit of the Director with respect to record dates for such dividends or distributions occurring on or after the date, if any, on which the Director has forfeited the Restricted Stock Units.

2. Vesting.

(a) Except as otherwise provided under this Award Certificate, and contingent upon the Director's continued service, the Restricted Stock Units shall vest in accordance with the following vesting schedule: 100% of the Restricted Stock Units shall vest on June 11, 2025 (the "Final Vesting Date").

3. Termination of Service.

(a) If the Company terminates the Director's service on the Board on account of "Misconduct" (as such term is defined below), all Restricted Stock Units which have not as of the date of such termination become vested shall be deemed canceled and forfeited on the effective date of such termination without further consideration to the Director.

(b) If the Director's service on the Board terminates by reason of death or "Disability" (as such term is defined below), all Restricted Stock Units shall become vested on the date of such termination.

(c) If the Director's service on the Board terminates by reason of the expiration of his "Term" (as such term is defined below) prior to the date his Restricted Stock Units would otherwise vest pursuant to Section 2 hereof, all Restricted Stock Units shall become vested Restricted Stock Units.

(d) If the Director's service on the Board terminates for any reason other than those set forth in Sections (a) through (c) of this Section 3, all Restricted Stock Units which have not as of the date of such termination become vested shall be deemed canceled and forfeited on the effective date of such termination without further consideration to the Director, unless otherwise specifically determined at the sole discretion of the Committee, which may provide, subject to Section 11, the Director to be treated as satisfying the service requirement on the Final Vesting Date specified in Section 2, either on a full or pro-rated basis.

(e) For purposes of this Award Certificate the terms "Misconduct," "Disability," and "Term" shall have meanings set forth in this Section 3(e):

- (i) "Misconduct" means the Director's conviction of, or pleading *nolo contendere* to a felony or to any crime, whether a felony or misdemeanor, involving the purchase or sale of any security, mail or wire fraud, theft or embezzlement of Company property or a material breach of the Director's fiduciary duty to the Company or its shareholders.
- (ii) "Disability" means the Director's physical or mental incapacity for a period of 45 consecutive working days or 60 days in a six (6) month period which makes the Director unable to perform his duties to the Company. Any question as to the existence of the Disability of the Director shall be determined by a qualified physician selected by the Company.

- (iii) “Term” shall mean each term of service on the Board commencing on the Director’s election or most recent re-election to the Board and ending on the first anniversary thereafter unless the Director was elected for a longer or shorter period, in which event the longer or shorter period shall be the Term; provided, however, that the Term shall be deemed to include any automatic renewal thereof.

4. Issuance of Shares. Following the applicable vesting date with respect to the Restricted Stock Units, and subject to the terms and conditions of the Plan, the Company will issue Shares with respect to such vested Restricted Stock Units, net of any Shares withheld by the Company to satisfy the payment of taxes as described in Section 7 herein. Such issuance shall take place as soon as practicable following the applicable vesting date (but in no event later than 60 days following the applicable vesting date described in Section 2 above). The Shares issued in respect of the Restricted Stock Units shall be subject to such stop transfer orders and other restrictions as the Committee may determine is required by the rules, regulations, and other requirements of the Securities and Exchange Commission, The Nasdaq Stock Market, any applicable federal, state or local laws and the Company’s Certificate of Incorporation and By-Laws, and the Committee may cause a legend or legends to be put on such Shares to make appropriate reference to such restrictions. The Company may make delivery of Shares in settlement of Restricted Stock Units by either (A) delivering certificates representing such Shares to the Director, registered in the name of the Director, or (B) by depositing such Shares into a stock brokerage account maintained for the Director. The Company will not deliver any fractional shares of Common Stock but will instead round down to the next full number the amount of shares of Common Stock to be delivered.

Notwithstanding anything in this Section 4 to the contrary, the Company may, in its sole discretion, settle the Restricted Stock Units in the form of a cash payment to the extent settlement in Shares is prohibited under local law, or would require the Director, the Company and/or a Subsidiary to obtain the approval of any governmental and/or regulatory body in the Director’s country of residence (and country where the Director performs services, if different). Alternatively, the Company may, in its sole discretion, settle the Restricted Stock Units in the form of Shares but require the Director to immediately sell such Shares (in which case, the Award Certificate shall give the Company the authority to issue sales instructions on behalf of the Director).

5. No Right to Continued Service. Neither the Plan nor this Award Certificate shall confer on the Director any right to be retained, in any position, as an employee, consultant or director of the Company.

6. Transferability.

(a) At any time prior to becoming vested, the Restricted Stock Units are not transferable and may not be sold, assigned, transferred, disposed of, pledged or otherwise encumbered by the Director, other than by will or the laws of descent and distribution. Upon such transfer (by will or the laws of descent and distribution), such transferee in interest shall take the rights granted herein subject to all the terms and conditions hereof.

(b) Subject to Section 6(a) hereof, in order to comply with any applicable securities laws, the Shares issued to the Director with respect to vested Restricted Stock Units may only be sold by the Director following registration of such Shares under the U.S. Securities Act of 1933, as amended, or pursuant to an exemption therefrom.

(c) Following settlement and issuance of Shares, in the event the Company permits the Director to arrange for sale of Shares through a broker or another designated agent of the Company, Director acknowledges and agrees that the Company may block any such sale and/or cancel any order to sell placed by the Director, in each case if the Director is not then permitted under the Company's insider trading policy to engage in transactions with respect to securities of the Company. If the Committee determines that the ability of the Director to sell or transfer Shares is restricted, then the Company may notify the Director in accordance with Section 13 of this Award Certificate. The Director may only sell such Shares in compliance with such notification from the Company.

7. Withholding.

(a) The Director acknowledges that, regardless of any action taken by the Company, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Director's participation in the Plan and legally applicable to the Director ("Tax-Related Items"), is and remains the Director's responsibility and may exceed any amount actually withheld by the Company and/or any Subsidiary. The Director further acknowledges that the Company (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including the grant, vesting or settlement of the Restricted Stock Units, the issuance of Shares upon settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or dividend equivalent amounts; and (ii) do not commit to, and are under no obligation to, structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Director's liability for Tax-Related Items or achieve any particular tax result. Further, if the Director has become subject to Tax-Related Items in more than one jurisdiction, the Director acknowledges that the Company may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) In order to comply with all applicable federal, state and local tax laws or regulations, the Company may take such actions as it deems appropriate to ensure that all applicable Tax-Related Items are withheld or collected from the Director.

(c) In accordance with the terms of the Plan, and such rules as may be adopted by the Committee under the Plan, the Director may elect to satisfy the Director's obligations with regard to all Tax-Related Items arising from the receipt of, the vesting of or the lapse of restrictions relating to, the Restricted Stock Units, by (i) delivering cash, check or money order payable to the Company, (ii) delivering to the Company other Shares, (iii) having the Company withhold a portion of the Shares otherwise to be delivered having a Fair Market Value sufficient to satisfy the statutory withholding required with respect thereto to the extent permitted by the Company; or (iv) having the Company withhold any amounts necessary to pay the statutory withholding required from the Director's salary or other amounts payable to the Director. The Company will not deliver any fractional Shares but will instead round down to the next full

number the amount of Shares to be delivered. The Director's election must be made on or before the date that any such withholding obligation with respect to the Restricted Stock Units arises. If the Director fails to timely make such an election, the Company shall have the right to withhold a portion of the Shares otherwise to be delivered having a Fair Market Value equal to the statutory amount of withholding with respect to applicable taxes, as determined by the Company in its sole discretion. The net settlement of the shares underlying the vested Restricted Stock Units and the delivery of Shares previously owned are hereby specifically authorized alternatives for the satisfaction of the foregoing withholding obligation. To the extent necessary to meet any obligation to withhold Federal Insurance Contributions Act taxes before delivery of the Shares, the Company is authorized to deduct those taxes from other compensation.

8. Governing Law. This Award Certificate shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof.

9. Amendments. The Company, acting by means of the Committee, has the right, as set forth in the Plan, to amend, alter, suspend, discontinue or cancel this Award, prospectively or retroactively; provided however, that no such amendment, alteration, suspension, discontinuance or cancellation of the RSUs will adversely affect the Director's material rights under this Award Certificate without the Director's consent. The Company has the authority to amend this Award Certificate, consistent with the foregoing, without the Director's written agreement, except as set forth in this Section 9.

In the event that the Company is reorganized or liquidated, or if all or substantially all of its assets are sold, or if the Company is merged or consolidated with another corporation or entity (or in the event the Company consummates a written agreement to accomplish any of the foregoing), the Committee may, in its sole discretion and upon at least 10 days advance notice to the Director, cancel any outstanding RSUs and cause the Director to be paid (in cash or in stock, or any combination thereof) the value of such RSUs based upon the price per share of Common Stock received or to be received in the transaction.

10. Administration. This Award Certificate shall at all times be subject to the terms and conditions of the Plan. Capitalized terms not defined in this Award Certificate shall have the meanings set forth in the Plan. The Committee shall have sole and complete discretion with respect to all matters reserved to it by the Plan and decisions of the Committee with respect thereto and this Award Certificate shall be final and binding upon the Director and the Company. The Committee has the authority and discretion to determine any questions which arise in connection with the award of the Restricted Stock Units hereunder.

11. Compliance with Code Section 409A for U.S. Taxpayers.

(a) Distributions of Shares in settlement of Restricted Stock Units as described herein which represent a "deferral of compensation" within the meaning of Code Section 409A shall conform to the applicable requirements of Code Section 409A. However, distributions as aforesaid shall not be deemed to be a "deferral of compensation" subject to Code section 409A to the extent provided in the exception in Treasury Regulation Section 1.409A-1(b)(4) for short-term deferrals.

(b) It is the intention of the Company and Director that this Award Certificate not result in an unfavorable tax consequence to the Director under Code Section 409A. Accordingly, as permitted by the Plan, the Company may at any time (without the consent of the Director) modify or amend the Plan or this Award Certificate to the extent necessary to ensure that the Award is not “deferred compensation” subject to Code Section 409A (or, alternatively, to conform to the requirements of Code Section 409A). Any such amendments shall be made in a manner that preserves to the maximum extent possible the intended benefits to Director. This paragraph does not create an obligation on the part of Company to modify this Award Certificate and does not guarantee that the amounts or benefits owed under this Award Certificate will not be subject to interest and penalties under Code Section 409A. For purposes of applying the provisions of Code Section 409A, to the extent applicable, each group of Restricted Stock Units that would vest in accordance with Section 2 shall be treated as a separate payment.

(c) While the Company intends that this Award Certificate and the RSUs granted hereunder comply with or be exempt from the requirements of Code Section 409A and any related regulations or other guidance promulgated thereunder, neither the Company or the Committee nor any of their respective affiliates shall be liable to any person for the tax consequences of any failure to comply with the requirements of Code Section 409A or any other tax consequences relating to this Award.

12. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Director’s participation in the Plan, on the Restricted Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Director, as a condition of receipt of Shares underlying a Restricted Stock Unit, to sign any additional Award Certificates or undertakings that may be necessary to accomplish the foregoing.

13. Notices. Any notice, request, instruction or other document given under this Award Certificate shall be in writing and may be delivered by such method as may be permitted by the Company, and shall be addressed and delivered, in the case of the Company, to the Secretary of the Company at the principal office of the Company and, in the case of the Director, to the Director’s address as shown in the records of the Company or to such other address as may be designated in writing (or by such other method approved by the Company) by either party.

14. Severability. The invalidity or unenforceability of any provision of this Award Certificate shall not affect the validity or enforceability of any other provision of this Award Certificate, and each other provision of the Award Certificate shall be severable and enforceable to the extent permitted by law.

15. Award Subject to Plan; Amendments to Award. This Award is subject to the Plan as approved by the shareholders of the Company. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained in this Award Certificate and a term or provision of the Plan, the applicable terms and provisions of this Award Certificate will govern and prevail.

16. Discretionary Nature of Plan; No Vested Rights. The Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award represented by this Award Certificate is exceptional, voluntary and occasional and does not create any contractual or other right to receive an award or benefit in lieu of an award in the future, even if awards have been granted repeatedly in the past. Future Awards, if any, will be at the sole discretion of the Company, including, but not limited to, the form and timing of an Award, the number of Shares subject to the Award, and the vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Director's service with the Company.

17. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the RSU or future Awards granted under the Plan by electronic means or request the Director's consent to participate in the Plan by electronic means. By accepting this Award, the Director hereby consents and agrees to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

18. English Language. The Director acknowledges and agrees that it is the Director's express intent that the Plan, this Award Certificate, any addendum and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. Unless specifically indicated, if the Director has received the Plan, this Award Certificate, any addendum or any other documents related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version shall control.

19. Nature of Grant. In accepting the Award, the Director acknowledges, understands and agrees that:

- (i) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (ii) the Award is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;
- (iii) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;
- (iv) the Director is voluntarily participating in the Plan;
- (v) the future value of the Shares underlying the RSUs is unknown and indeterminable and cannot be predicted with certainty; and
- (vi) the Director acknowledges and agrees that neither the Company nor any Subsidiary shall be liable for any foreign exchange rate fluctuation between the Director's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Director pursuant to the vesting and

settlement of the RSU or the subsequent sale of any Shares issued upon settlement.

20. **Consent to Collection, Processing and Transfer of Personal Data.** Pursuant to applicable personal data protection laws, the Company hereby notifies the Director of the following in relation to the Director's personal data and the collection, processing and transfer of such data in relation to the Company's grant of this Award and the Director's participation in the Plan. The collection, processing and transfer of the Director's personal data are necessary for the Company's administration of the Plan and the Director's participation in the Plan. The Director's denial and/or objection to the collection, processing and transfer of personal data may affect the Director's participation in the Plan. As such, the Director voluntarily explicitly and unambiguously acknowledges and consents (where required under applicable law) to the collection, use, processing and transfer of personal data as described in this Award Certificate and any other Award grant materials by and among, as applicable, the Company and its Subsidiaries for the purpose of implementing, administering and managing the Director's participation in the Plan.

The Company holds certain personal information about the Director, including name, home address, email address and telephone number, date of birth, social security number, passport number or other employee identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in Director's favor, for the purpose of managing and administering the Plan ("Data"). The Data may be provided by the Director or collected, where lawful, from third parties, and the Company will process the Data for the exclusive purpose of implementing, administering and managing the Director's participation in the Plan. The Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which Data are collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Director's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Plan and for the Director's participation in the Plan.

The Company may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States. The Director hereby authorizes (where required under applicable law) them to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Director's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on the Director's behalf to a broker or other third party with whom the Director may elect to deposit any Shares acquired pursuant to the Plan.

The Director may, at any time, exercise his or her rights provided under applicable personal

data protection laws, which may include the right to (a) obtain confirmation as to the existence of the Data, (b) verify the content, origin and accuracy of the Data, (c) request the integration, update, amendment, deletion, or blockage (for breach of applicable laws) of the Data, and (d) to oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Plan and the Director's participation in the Plan. The Director may seek to exercise these rights by contacting the Office of the Corporate Secretary.

Finally, upon request of the Company, the Director agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company) that the Company may deem necessary to obtain from the Director for the purpose of administering the Director's participation in the Plan in compliance with the data privacy laws in the Director's country, either now or in the future. The Director understands and agrees that the Director will not be able to participate in the Plan if the Director fails to provide any such consent or agreement requested by the Company.

21. Private Placement. The grant of the RSUs is not intended to be a public offering of securities in the Director's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the RSUs is not subject to the supervision of the local securities authorities.

22. Addendum to Award Certificate. Notwithstanding any provisions of this Award Certificate to the contrary, the Award shall be subject to any special terms and conditions for the Director's country of residence (and country where services are primarily performed, if different), as are set forth in the applicable addendum (the "Addendum") as attached to the Award Certificate. Further, if the Director transfers residence to another country reflected in an Addendum to the Award Certificate, the special terms and conditions for such country will apply to the Director to the extent the Company determines, in its sole discretion, that the application of such terms is necessary or advisable in order to comply with local laws, rules, and regulations, or to facilitate operation and administration of the Plan. Any applicable Addendum shall constitute part of this Award Certificate.

23. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Director's participation in the Plan, or his acquisition or sale of the underlying Shares. The Director acknowledges that he should consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

24. Clawback. Notwithstanding any provision to the contrary, any "clawback" or "recoupment" policy required under applicable law or provided for under Company policy shall automatically apply to this Award.

25. Entire Agreement. This Award Certificate represents the entire understanding and agreement between the parties with respect to the subject matter of this Award Certificate and supersedes and replaces all previous agreements, arrangements, understandings, rights, obligations and liabilities between the parties in respect of such matters.

26. Insider Trading / Market Abuse Laws. The Director acknowledges that, depending on the Director's or the Director's broker's country of residence or where the Shares are listed, the Director may be subject to insider trading and/or market abuse laws, which may affect the Director's ability to accept, acquire, sell or otherwise dispose of Shares, rights to shares (e.g., RSUs) or rights linked to the value of shares (e.g., phantom awards, futures) during such times as the Director is considered to have "inside information" (regarding the Company as defined by the laws or regulations in the Director's country). Local insider trading laws and regulations may prohibit the cancellation or amendment or amendment of orders the Director placed before the Director possessed inside information. Furthermore, the Director could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know") and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Director should keep in mind third parties includes fellow directors and employees of the Company. Any restrictions under these laws and regulations are separate from and in addition to any restrictions that that may be imposed under any applicable Company's insider trading policy. The Director acknowledges that it is his or her responsibility to be informed of and compliant with any such laws and such Company's policies, and is hereby advised to speak to his or her personal legal advisor on this matter.

27. Waiver. The Director acknowledges that a waiver by the Company of a breach of any provision of this Award Certificate shall not operate or be construed as a waiver of any other provision of this Award Certificate, or of a prior or subsequent breach by the Director or any other Director.

[Signature Page Follows]

NASDAQ, INC.

By: _____

Name: Bryan Smith

Title: EVP, and Chief People Officer

NASDAQ, INC.
THREE-YEAR PERFORMANCE SHARE UNIT AGREEMENT

This PERFORMANCE SHARE UNIT AGREEMENT (this “Agreement”) between Nasdaq, Inc., a Delaware corporation (the “Company”), and

[EMPLOYEE NAME]

(the “Grantee”) memorializes the grant by the Management Compensation Committee of the Board of Directors of the Company (the “Committee”) on **April 1, 2024** (the “Grant Date”) of performance share units (the “PSUs”) to the Grantee on the terms and conditions set out below.

RECITALS:

The Company has adopted the Nasdaq, Inc. Equity Incentive Plan (as amended and restated April 24, 2018) (the “Plan”), which Plan is incorporated herein by reference and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan. The Plan in relevant part provides for the issuance of stock-based awards that are subject to the attainment of performance goals as established by the Committee.

The Committee has determined that it is in the best interests of the Company and its shareholders to grant the PSUs provided for herein to the Grantee pursuant to the Plan and under the terms set forth herein as an increased incentive for the Grantee to contribute to the Company’s future success and prosperity.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Grant of Performance-Based Award.

The Company hereby grants to the Grantee:

[SHARES GRANTED]

PSUs, which PSUs shall entitle the Grantee to receive up to **200% of target shares** (or a lesser number of Shares, or no Shares whatsoever), subject to the terms and conditions set forth in this Agreement and the Plan. (A complete copy of the Plan, as in effect on the Grant Date, is available to the Grantee upon request.). Shares corresponding to the PSUs granted herein are in all events to be delivered to the Grantee only after the Grantee has become vested in the PSUs pursuant to Section 4, below.

2. Performance Period. For purposes of this Agreement, the term “Performance Period” shall be the period commencing on **January 1, 2024** and ending on **December 31, 2026**.

3. Performance Goal.

(a) Subject to the following sentence, the Performance Goal is set out in Appendix A hereto, which Appendix A is incorporated by reference herein and made a part hereof. Notwithstanding the foregoing, the provisions of Section 13 or any other provision of this Agreement to the contrary, the Committee reserves the right to unilaterally change or otherwise modify the Performance Goal in any manner whatsoever (including substituting a new Performance Goal). If the Committee exercises such discretionary authority to any extent, the Committee shall provide the Grantee with a new Appendix A in substitution for the Appendix A attached hereto, and such new Appendix A and the Performance Goal set out therein (rather than the Appendix A attached hereto and the Performance Goal set out therein) shall in all events apply for all purposes of this Agreement.

(b) Depending upon the extent, if any, to which the Performance Goal has been achieved, and subject to compliance with the requirements of Section 4, each PSU shall entitle the Grantee to receive, at such time as is determined in accordance with the provisions of Section 5, between 0 and 2.0 Shares for each PSU. The Committee shall, as soon as practicable following the last day of the Performance Period, certify (i) the extent, if any, to which, in accordance with Appendix A, the Performance Goal has been achieved with respect to the Performance Period and (ii) the number of whole and/or partial Shares, if any, which, subject to compliance with the vesting requirements of Section 4, the Grantee shall be entitled to receive with respect to each PSU (with such number of whole and/or partial Shares being hereafter referred to as the “Share Delivery Factor”). Such certification shall be final, conclusive and binding on the Grantee, and on all other persons, to the maximum extent permitted by law.

4. Vesting.

(a) The PSUs are subject to forfeiture to the Company until they become non-forfeitable in accordance with this Section 4. Except as provided in the following sentence, the risk of forfeiture will lapse on the PSUs, and such PSUs shall thereupon become vested, only if the Grantee remains employed by the Company (or a subsidiary) through and on **December 31, 2026** (the “Vest Date”). Notwithstanding the foregoing, if the Grantee’s employment with the Company (or a subsidiary) terminates by reason of death prior to **December 31, 2026**, the risk of forfeiture shall lapse on all PSUs, and all unvested PSUs shall thereupon become vested on the date of death (or, if later, on the date, following the end of the Performance Period on which the Committee determines whether, and to what extent the PSUs are earned in accordance with Section 3(b) of this Agreement).

(b) Subject to any conflicting provisions in any employment agreement between the Company and the Grantee, which shall control in the event of a conflict with this Agreement, in the event that (i) the Company or a subsidiary terminates the Grantee’s employment with the Company or a subsidiary for any reason prior to the Vest Date or (ii) the

Grantee terminates employment with the Company or a subsidiary for any reason (other than death) prior to such date, all unvested PSUs shall be cancelled and forfeited, effective as of the Grantee's separation from service. Notwithstanding anything to the contrary in the Plan or this Agreement, and for purposes of clarity, any separation from service shall be effective as of the date the Grantee's active employment ends and shall not be extended by any statutory or common law notice period.

5. Delivery of Shares. As soon as practicable following the Vest Date, and compliance with all applicable tax withholding as described in Section 11 hereof, but in no event later than two and one-half months after the end of the calendar year in which the Vest Date occurs, the Company shall instruct the registrar for the Company to make an entry on its books and records evidencing that the Shares underlying such vested PSUs have been duly issued as of that date; provided, however, that the Grantee may, in the alternative, elect in writing prior thereto to receive a stock certificate representing the full number of Shares acquired, which certificate may bear a restrictive legend prohibiting the transfer of such Shares for such period as may be prescribed by the Company. The Company shall not be liable to the Grantee for damages relating to any delays in issuing the certificates. The underlying Shares may be registered in the name of the Grantee's legal representative or estate in the event of the death of the Grantee. In the event of the acceleration of the lapse of forfeiture restrictions upon the death of the Grantee as contemplated by Section 4(a) of this Agreement, this process shall occur as soon as possible following such vesting date, but in no event later than two and one-half months after the end of the calendar year in which such vesting date occurs. Notwithstanding anything in the Agreement, the Company may make delivery of Shares in settlement of PSUs by either (A) delivering certificates representing such Shares to the Grantee, registered in the name of the Grantee, or (B) by depositing such Shares into a stock brokerage account maintained for the Grantee.

6. Electronic Delivery/Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to the PSUs or future Awards granted under the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. By accepting this Award, the Grantee hereby consents and agrees to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

7. Transferability.

(a) Except as provided below, or except to the minimal extent required by law, the PSUs are nontransferable and may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee, except by will or the laws of descent and distribution, and upon any such transfer, by will or the laws of descent and distribution (or upon such transfer required by law), the transferee shall hold such PSUs subject to all the terms and conditions that were applicable to the Grantee immediately prior to such transfer. Notwithstanding the foregoing, the Grantee may transfer any vested PSUs to members of his immediate family (defined as his spouse, children or grandchildren) or to one or more trusts for the exclusive benefit of such immediate family members or partnerships in which such immediate family members are the only partners if the transfer is approved by the Committee

and the Grantee does not receive any consideration for the transfer. Any such transferred portion of the PSUs shall continue to be subject to the same terms and conditions that were applicable to such portion of the PSUs immediately prior to transfer (except that such transferred PSUs shall not be further transferable by the transferee). No transfer of a portion of the PSUs shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of such evidence as the Committee may deem necessary to establish the validity of the transfer and the acceptance by the transferee of the terms and conditions hereof.

(b) Upon any transfer by will or the laws of descent and distribution (or upon any such transfer required by law), such transferee shall take the PSUs and the Shares delivered in connection therewith (the "Transferee Shares") subject to all the terms and conditions that were (or would have been) applicable to the PSUs and the Transferee Shares immediately prior to such transfer.

(c) Following settlement and issuance of Shares, in the event the Company permits Grantee to arrange for sale of Shares through a broker or another designated agent of the Company, Grantee acknowledges and agrees that the Company may block any such sale and/or cancel any order to sell placed by the Grantee, in each case if the Grantee is not then permitted under the Company's insider trading policy to engage in transactions with respect to securities of the Company. If the Committee determines that the ability of the Grantee to sell or transfer shares of Common Stock is restricted, then the Company may notify the Grantee in accordance with Section 18 of this Agreement. The Grantee may only sell such Shares in compliance with such notification from the Company.

8. Rights of Grantee. Prior to the delivery, if any, of Shares to the Grantee pursuant to the provisions of Section 5, the Grantee shall not have any rights of a shareholder of the Company, including, but not limited to, the right to receive dividend payments, on account of the PSUs.

9. Unfunded Nature of PSUs. The Company will not segregate any funds representing the potential liability arising under this Agreement. The Grantee's rights in respect of this Agreement are those of an unsecured general creditor of the Company. The liability for any payment under this Agreement will be a liability of the Company and not a liability of any of its officers, directors or Affiliates.

10. Securities Laws. The Company may condition delivery of Shares for any vested PSUs upon the prior receipt from the Grantee of any undertakings which it may determine are required to assure that the Shares are being issued in compliance with federal and state securities laws.

11. Withholding. Regardless of any action the Company, any of its Subsidiaries and/or the Grantee's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or any of its affiliates. The Grantee further acknowledges that the Company and/or its Subsidiaries (i) make

no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs, including, but not limited to, the grant, vesting or settlement of the PSUs, the issuance of Shares or cash upon settlement of the PSUs, the subsequent sale of Shares acquired pursuant to such delivery and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of any award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Grantee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee will pay or make adequate arrangements satisfactory to the Company and/or its Subsidiaries to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or its Subsidiaries, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or
- (b) withholding from proceeds of the Shares acquired following settlement either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization); or
- (c) withholding in Shares to be delivered upon settlement.

To avoid negative accounting treatment, the Company and/or its Subsidiaries may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Grantee is deemed to have been issued the full number of Shares attributable to the awarded PSUs, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

The Grantee shall pay to the Company and/or its Subsidiaries any amount of Tax-Related Items that the Company and/or its Subsidiaries may be required to withhold or account for as a result of the Grantee's participation in the Plan that are not satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

By accepting this grant of PSUs, the Grantee expressly consents to the methods of withholding Tax-Related Items by the Company and/or its subsidiaries as set forth hereunder, including the withholding of Shares and the withholding from the Grantee's wages/salary or other amounts payable to the Grantee. All other Tax-Related Items related to the PSUs and any Shares delivered in satisfaction thereof are the Grantee's sole responsibility.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principle of law that could result in the application of the law of any other jurisdiction.

13. Amendments. This Agreement may be amended or modified at any time by an instrument in writing signed by the parties hereto, except as otherwise provided in Section 3(a) or Sections 15 or 16 of this Agreement regarding permitted unilateral action by the Committee or in Section 13(a) of the Plan related to amendments or alterations that do not adversely affect the rights of the Grantee in this Award.

14. Administration. This Agreement shall at all times be subject to the terms and conditions of the Plan. The Committee shall have sole and complete discretion with respect to all matters reserved to it by the Plan and decisions of the Committee with respect thereto and this Agreement shall be final and binding upon the Grantee and the Company. In the event of any conflict between the terms and conditions of this Agreement and the Plan, the provisions of this Agreement shall control. The Committee has the authority and discretion to determine any questions which arise in connection with the award of the PSUs hereunder.

15. Compliance with Code Section 409A. It is the intention of the Company and Grantee that this Agreement not result in an unfavorable tax consequences to Grantee under Code Section 409A. Accordingly, Grantee consents to any amendment of this Agreement as the Company may reasonably make in furtherance of such intention, and the Company shall promptly provide, or make available to, Grantee a copy of such amendment. Any such amendments shall be made in a manner that preserves to the maximum extent possible the intended benefits to Grantee. This paragraph does not create an obligation on the part of Company to modify this Agreement and does not guarantee that the amounts or benefits owed under the Agreement will not be subject to interest and penalties under Code Section 409A.

16. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the PSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Grantee agrees, upon demand of the Company or the Committee, to do all acts and execute, deliver and perform all additional documents, instruments and agreements which may be reasonably required by the Company or the Committee, as the case may be, to implement the provisions and purposes of the Plan and this Agreement.

17. No Right to Continued Employment. Neither the plan nor this agreement shall confer on the Grantee any right to be retained, in any position, as an employee, consultant or director of the Company, and nothing in this agreement or the Plan shall be construed to limit the discretion of the Company (or the subsidiary that employs the Grantee) to terminate the Grantee's employment at any time, with or without cause.

18. Notices. Any notice, request, instruction or other document given under this Agreement shall be in writing and may be delivered by such method as may be permitted by the Company, and shall be addressed and delivered, in the case of the Company, to the Secretary

of the Company at the principal office of the Company and, in the case of the Grantee, to the Grantee's address as shown in the records of the Company or to such other address as may be designated in writing (or by such other method approved by the Company) by either party.

19. Award Subject to Plan. This Award is subject to the Plan as approved by the shareholders of the Company. In the event of conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of this Agreement will govern and prevail.

20. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

21. Discretionary Nature of Plan; No Vested Rights. The Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award represented by this Agreement is exceptional, voluntary and occasional and does not create any contractual or other right to receive an award or benefit in lieu of an award in the future, even if awards have been granted repeatedly in the past. Future Awards, if any, will be at the sole discretion of the Company, including, but not limited to, the form and timing of an Award, the number of Shares subject to the Award, and the vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.

22. Termination Indemnities. The Grantee's Award and the Shares subject to the Award, and the income and value of the same, are extraordinary items of compensation outside the scope of the Grantee's employment or services contract, if any. As such, the PSUs are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension, or retirement benefits or welfare benefits or similar payments.

23. English Language. The Grantee acknowledges and agrees that it is the Grantee's express intent that the Plan, this Agreement, any addendum and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. Unless specifically indicated, if the Grantee has received the Plan, this Agreement, any addendum or any other documents related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version shall control.

24. Nature of Grant. In accepting the Award, the Grantee acknowledges, understands and agrees that:

(i) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(ii) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;

(iii) the grant of the PSUs and the Grantee's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Grantee's employer or any Subsidiary, and shall not interfere with the ability of the Company, the Grantee's employer or any Subsidiary, as applicable, to terminate the Grantee's employment or service relationship (if any);

(iv) the Grantee is voluntarily participating in the Plan;

(v) the PSUs and any Shares issued under the Plan and the income and value of the same are not intended to replace any pension rights or compensation;

(vi) the future value of the Shares underlying the PSUs is unknown, indeterminable and cannot be predicted with certainty;

(vii) unless otherwise agreed with the Company, the Award and the Shares subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of a Subsidiary of the Company;

(viii) no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from separation from service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any), and in consideration of the grant of the PSUs to which the Grantee is otherwise not entitled, the Grantee irrevocably agrees never to institute any claim against the Company, any of its Subsidiaries or the Grantee's employer, waives his ability, if any, to bring any such claim, and releases the Company, its Subsidiaries and the Grantee's employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Grantee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(ix) the Grantee acknowledges and agrees that neither the Company, the Grantee's employer nor any Subsidiary shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the PSUs or of any amounts due to the Grantee pursuant to the vesting and settlement of the PSU or the subsequent sale of any Shares issued upon settlement.

25. Data Protection. Except if the Grantee resides in the European Union, the European Economic Area or other jurisdiction designated by the Company, in which case the Grantee is subject to the special terms and conditions set forth in the Addendum, the Grantee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in the Agreement and any other PSU grant materials by and among, as applicable, the Grantee, the Company, the Grantee's employer, and

the Company's Subsidiaries for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

The Company and its Subsidiaries, including the Grantee's employer hold certain personal information about the Grantee, including, but not limited to, his or her name, home address, email address and telephone number, date of birth, social security number, passport number or other employee identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in Grantee's favor ("Data"), for the exclusive purpose of managing and administering the Plan.

The Company and its Subsidiaries, including the Grantee's employer, will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Grantee's participation in the Plan, and the Company and its Subsidiaries, including the Grantee's employer, may each further transfer Data to a designated Plan broker, administrative agent or such other stock plan service provider as may be selected by the Company presently or in the future (a "Plan Service Provider"), which may be assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the Grantee's country or elsewhere throughout the world, such as the United States and any recipient's country (e.g., the United States) may have different data privacy laws and protections than the Grantee's country. The Grantee understands that if he or she resides outside the United States, the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee hereby authorizes (where required under applicable law) the Company, any Plan Service Provider and any other possible recipients which may assist the Company (presently or in the future) to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Grantee's participation in the Plan. Furthermore, the Grantee acknowledges and understands that the transfer of the Data to the Company or its Subsidiaries, including the Grantee's employer, to any Plan Service Provider, or to any third parties is necessary for the Grantee's participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that if he or she resides outside the United States, the Grantee may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein by contacting the Grantee's local human resources representative in writing. The Grantee understands that he or she is providing the consents herein on a purely voluntary basis. If the Grantee does not consent, or if the Grantee later seeks to revoke his or her consent, the Grantee's employment status or service and career with the Company and its Subsidiaries will not be affected. The only consequence of refusing or withdrawing the Grantee's consent is that the Company may not be able to grant the Grantee PSUs or other awards or administer or maintain such awards. Therefore, the Grantee acknowledges that withdrawal of consent may affect the Grantee's ability to vest in or realize benefits from the PSUs, and the Grantee's ability to participate in the Plan, in which case neither the Company nor any of its Subsidiaries, including the Grantee's employer, will have any liability or obligation to the Grantee related to this Award. For more information on the consequences of refusal to consent or withdrawal of consent, the

Grantee understands that he or she may contact his or her local human resources representative.

Finally, upon request of the Company or the Grantee's employer, the Grantee agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Grantee's employer) that the Company and/or the Grantee's employer may deem necessary to obtain from the Grantee for the purpose of administering the Grantee's participation in the Plan in compliance with the data privacy laws in the Grantee's country, either now or in the future. The Grantee understands and agrees that the Grantee will not be able to participate in the Plan if the Grantee fails to provide any such consent or agreement requested by the Company and/or the Grantee's employer.

26. Private Placement. The grant of the PSUs is not intended to be a public offering of securities in the Grantee's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the PSUs is not subject to the supervision of the local securities authorities.

27. Addendum to Agreement. Notwithstanding any provisions of this Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Grantee's country of residence (and country of employment, if different), as are set forth in the applicable addendum (the "Addendum") as attached to the Agreement. Further, if the Grantee transfers residence and/or employment to another country reflected in an Addendum to the Agreement, the special terms and conditions for such country will apply to the Grantee to the extent the Company determines, in its sole discretion, that the application of such terms is necessary or advisable in order to comply with local laws, rules and regulations or to facilitate operation and administration of the Plan. Any applicable Addendum shall constitute part of this Agreement.

28. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or his acquisition or sale of the underlying Shares. The Grantee acknowledges that he should consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

29. Clawback. Notwithstanding any provision to the contrary, any "clawback" or "recoupment" policy required under applicable law or provided for under Company policy, as amended from time to time, shall automatically apply to this Award.

30. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes and replaces all previous agreements, arrangements, understandings, rights, obligations and liabilities between the parties in respect of such matters.

31. Execution. By electronically or otherwise accepting this Agreement, the Grantee acknowledges his or her understanding and acceptance of the terms and conditions of the Award. The Company has no obligation to issue the Grantee Shares under this Agreement if the Grantee does not accept the Award. Further, any acceptance of Shares issued pursuant to this

Agreement shall constitute the Grantee's acceptance of the Award and the Grantee's agreement with all terms and conditions of the Award, as set forth in the Plan and this Agreement.

32. Insider Trading / Market Abuse Laws. The Grantee acknowledges that, depending on the Grantee's or the Grantee's broker's country of residence or where the Shares are listed, the Grantee may be subject to insider trading and/or market abuse laws, which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of Shares, rights to shares (e.g., PSUs) or rights linked to the value of shares (e.g., phantom awards, futures) during such times as the Grantee is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Grantee's country. Local insider trading laws and regulations may prohibit the cancellation or amendment or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know") and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Grantee should keep in mind third parties includes fellow employees. The requirements of these laws may or may not be consistent with the terms of any applicable Company's insider trading policy. The Grantee acknowledges that it is his or her responsibility to be informed of and compliant with any such laws and such Company policies, and is hereby advised to speak to his or her personal legal advisor on this matter.

33. Waiver. The Grantee acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of a prior or subsequent breach by the Grantee or any other Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ___ day of _____, 2024. By execution of this Agreement the Grantee acknowledges receipt of a copy of the Plan, and agrees to the terms and conditions of the Plan and this Agreement.

NASDAQ, INC.

By: Bryan Smith

Title: EVP and Chief People Officer

[EMPLOYEE NAME]

Appendix A

Performance Goals for PSU Grant 2024-2026 Performance Period

This Appendix A to the Agreement sets forth the Performance Goals to be achieved and, depending upon the extent (if any) to which the Performance Goals are achieved, the number of whole and/or partial Shares, if any, which the Grantee shall have the right to receive with respect to each PSU. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement and the Plan.

Certain Definitions

“Closing Price” means the 30-day calendar average closing price of a share of a company’s stock ending on the last trading day of the Performance Period.

“Opening Price” means the 30-day calendar average closing price of a share of a company’s stock ending on the trading day preceding the first day of the Performance Period. The Opening Price shall be adjusted for stock splits and reverse stock splits that occur during the Performance Period.

“Payout Governor” means that regardless of percentile ranking for either Performance Goal, if the Company’s TSR is negative, the Grantee shall be entitled to receive no more than 100% of the PSUs.

“Peer Group” means a peer group comprised of the S&P 500 financial companies list based on the 4-digit GICS code of 4020, determined as of the start of the performance period.

“Price Cap” means that regardless of the actual stock price growth over the Performance Period, the final stock price will be limited to 250% of the grant date price for purposes of calculating the final award of PSUs to the Grantee.

“S&P 500” means the companies constituting the Standard & Poor’s 500 Index as of the beginning of the Performance Period. Any component company of the Standard & Poor’s 500 Index that is acquired, taken private, delisted, liquidated or no longer publicly traded due to filing for bankruptcy protection at any time during the Performance Period will be eliminated from the S&P 500 for the entire Performance Period. There will be no adjustments to the S&P 500 to account for any other changes to the Standard & Poor’s 500 Index during the Performance Period.

“TSR” means the total shareholder return during the Performance Period, which will be calculated as the (i) Closing Price minus Opening Price plus cumulative dividends, *divided by* (ii) Opening Price. No adjustments to TSR shall be made for stock issuances or stock buybacks during the Performance Period. Each company’s TSR shall be calculated in the local currency to eliminate foreign exchange fluctuations.

Goal 1: TSR Performance Relative to the S&P 500

The Performance Goal for 50% of the PSUs shall be the Company's three-year TSR percentile rank versus the S&P 500.

For this portion of the award, each PSU shall, subject to the vesting provisions set forth in the Agreement and the Payout Governor, entitle the Grantee to receive Shares based on the levels of achievement in the following table.

Table 1: Levels of Achievement

Percentile Rank of the Company's Three-Year TSR Versus the S&P 500	Resulting Shares Earned (% of Half of Target)
≥85 th Percentile	200%
67.5 th Percentile	150%
50 th Percentile	100%
25 th Percentile	50%
15 th Percentile	30%
0 Percentile	0%

For levels of achievement between points, the resulting Shares earned will be calculated based on straight-line interpolation.

The resulting shares earned will be subject to the 250% Price Cap. If the Nasdaq stock price grows greater than 250% over the Performance Period, the resulting number of shares will be fewer than 200% of target shares. For example: (formulaic resulting shares earned X 250% Price Cap) / (stock price at time of delivery of shares) = resulting actual shares earned.

Goal 2: TSR Performance Relative to a Peer Group

The Performance Goal for 50% of the PSUs shall be the Company's three-year TSR percentile rank versus the Peer Group. For this portion of the award, each PSU shall, subject to the vesting provisions set forth in the Agreement and the Payout Governor, entitle the Grantee to receive Shares based on the levels of achievement in the following table.

Table 2: Levels of Achievement

Percentile Rank of the Company's Three-Year TSR Versus the Peer Group	Resulting Shares Earned (% of Half of Target)
≥85 th Percentile	200%
67.5 th Percentile	150%
50 th Percentile	100%
25 th Percentile	50%
15 th Percentile	30%
0 Percentile	0%

For levels of achievement between points, the resulting Shares earned will be calculated based on straight-line interpolation.

The resulting shares earned will be subject to the 250% Price Cap. If the Nasdaq stock price grows greater than 250% over the Performance Period, the resulting number of shares will be fewer than 200% of target shares. For example: (formulaic resulting shares earned X 250% Price Cap) / (stock price at time of delivery of shares) = resulting actual shares earned.

Other Terms and Conditions

To the extent consistent with the Code and the Plan, the Committee reserves the right to modify any calculation described in this Appendix A to adjust for unanticipated circumstances or situations, as it deems necessary. All actions taken by the Committee pursuant to this Appendix A shall be final, conclusive and binding upon the Grantee, and all other persons, to the maximum extent permitted by law.

NASDAQ, INC.
PERFORMANCE SHARE UNIT AGREEMENT

This PERFORMANCE SHARE UNIT AGREEMENT (this “Agreement”) between Nasdaq, Inc., a Delaware corporation (the “Company”), and

[NAME]

(the “Grantee”) memorializes the grant by the Management Compensation Committee of the Board of Directors of the Company (the “Committee”) on **April 1, 2024** (the “Grant Date”) of performance share units (the “PSUs”) to the Grantee on the terms and conditions set out below.

RECITALS:

The Company has adopted the Nasdaq, Inc. Equity Incentive Plan (as amended and restated April 24, 2018) (the “Plan”), which Plan is incorporated herein by reference and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan. The Plan in relevant part provides for the issuance of stock-based awards that are subject to the attainment of performance goals as established by the Committee.

The Committee has determined that it is in the best interests of the Company and its shareholders to grant the PSUs provided for herein to the Grantee pursuant to the Plan and under the terms set forth herein as an increased incentive for the Grantee to contribute to the Company’s future success and prosperity.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Grant of Performance-Based Award.

The Company hereby grants to the Grantee:

[TOTAL SHARES GRANTED]

PSUs, which PSUs shall entitle the Grantee to receive up to **200% of target shares** (or a lesser number of Shares, or no Shares whatsoever), subject to the terms and conditions set forth in this Agreement and the Plan. (A complete copy of the Plan, as in effect on the Grant Date, is available to the Grantee upon request.). Shares corresponding to the PSUs granted herein are in all events to be delivered to the Grantee only after the Grantee has become vested in the PSUs pursuant to Section 4, below.

2. Performance Period. For purposes of this Agreement, the term “Performance Period” shall be the period commencing on **January 1, 2024** and ending on **December 31, 2025**.

3. Performance Goal.

(a) Subject to the following sentence, the Performance Goal is set out in Appendix A hereto, which Appendix A is incorporated by reference herein and made a part hereof. Notwithstanding the foregoing, the provisions of Section 13 or any other provision of this Agreement to the contrary, the Committee reserves the right to unilaterally change or otherwise modify the Performance Goal in any manner whatsoever (including substituting a new Performance Goal). If the Committee exercises such discretionary authority to any extent, the Committee shall provide the Grantee with a new Appendix A in substitution for the Appendix A attached hereto, and such new Appendix A and the Performance Goal set out therein (rather than the Appendix A attached hereto and the Performance Goal set out therein) shall in all events apply for all purposes of this Agreement.

(b) Depending upon the extent, if any, to which the Performance Goal has been achieved, and subject to compliance with the requirements of Section 4, each PSU shall entitle the Grantee to receive, at such time as is determined in accordance with the provisions of Section 5, between 0 and 2.0 Shares for each PSU. The Committee shall, as soon as practicable following the last day of the Performance Period, certify (i) the extent, if any, to which, in accordance with Appendix A, the Performance Goal has been achieved with respect to the Performance Period and (ii) the number of whole and/or partial Shares, if any, which, subject to compliance with the vesting requirements of Section 4, the Grantee shall be entitled to receive with respect to each PSU (with such number of whole and/or partial Shares being hereafter referred to as the “Share Delivery Factor”). Such certification shall be final, conclusive and binding on the Grantee, and on all other persons, to the maximum extent permitted by law.

4. Vesting.

(a) The PSUs are subject to forfeiture to the Company until they become non-forfeitable in accordance with this Section 4. Except as provided in the following sentence, the risk of forfeiture will lapse on the PSUs, and such PSUs shall thereupon become vested, only if the Grantee remains employed by the Company through and on **January 4, 2027** (the “Vest Date”). Notwithstanding the foregoing, if the Grantee’s employment with the Company terminates by reason of death prior to **January 4, 2027**, the risk of forfeiture shall lapse on all PSUs, and all unvested PSUs shall thereupon become vested on the date of death (or, if later, on the date, following the end of the Performance Period on which the Committee determines whether, and to what extent the PSUs are earned in accordance with Section 3(b) of this Agreement).

(b) Subject to any conflicting provisions in any employment agreement between the Company and the Grantee, which shall control in the event of a conflict with this Agreement, in the event that (i) the Company or a subsidiary terminates the Grantee’s employment with the Company or a subsidiary for any reason prior to the Vest Date or (ii) the Grantee terminates employment with the Company or a subsidiary for any reason (other than

death) prior to such date, all unvested PSUs shall be cancelled and forfeited, effective as of the Grantee's separation from service. Notwithstanding anything to the contrary in the Plan or this Agreement, and for purposes of clarity, any separation from service shall be effective as of the date the Grantee's active employment ends and shall not be extended by any statutory or common law notice period.

5. Delivery of Shares. As soon as practicable following the Vest Date, and compliance with all applicable tax withholding as described in Section 11 hereof, but in no event later than two and one-half months after the end of the calendar year in which the Vest Date occurs, the Company shall instruct the registrar for the Company to make an entry on its books and records evidencing that the Shares underlying such vested PSUs have been duly issued as of that date; provided, however, that the Grantee may, in the alternative, elect in writing prior thereto to receive a stock certificate representing the full number of Shares acquired, which certificate may bear a restrictive legend prohibiting the transfer of such Shares for such period as may be prescribed by the Company. The Company shall not be liable to the Grantee for damages relating to any delays in issuing the certificates. The underlying Shares may be registered in the name of the Grantee's legal representative or estate in the event of the death of the Grantee. In the event of the acceleration of the lapse of forfeiture restrictions upon the death of the Grantee as contemplated by Section 4(a) of this Agreement, this process shall occur as soon as possible following such vesting date, but in no event later than two and one-half months after the end of the calendar year in which such vesting date occurs. Notwithstanding anything in the Agreement, the Company may make delivery of Shares in settlement of PSUs by either (A) delivering certificates representing such Shares to the Grantee, registered in the name of the Grantee, or (B) by depositing such Shares into a stock brokerage account maintained for the Grantee.

6. Electronic Delivery/Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to the PSUs or future Awards granted under the Plan by electronic means or request the Grantee's consent to participate in the Plan by electronic means. By accepting this Award, the Grantee hereby consents and agrees to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

7. Transferability.

(a) Except as provided below, or except to the minimal extent required by law, the PSUs are nontransferable and may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee, except by will or the laws of descent and distribution, and upon any such transfer, by will or the laws of descent and distribution (or upon such transfer required by law), the transferee shall hold such PSUs subject to all the terms and conditions that were applicable to the Grantee immediately prior to such transfer. Notwithstanding the foregoing, the Grantee may transfer any vested PSUs to members of his immediate family (defined as his spouse, children or grandchildren) or to one or more trusts for the exclusive benefit of such immediate family members or partnerships in which such immediate family members are the only partners if the transfer is approved by the Committee and the Grantee does not receive any consideration for the transfer. Any such transferred portion

of the PSUs shall continue to be subject to the same terms and conditions that were applicable to such portion of the PSUs immediately prior to transfer (except that such transferred PSUs shall not be further transferable by the transferee). No transfer of a portion of the PSUs shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of such evidence as the Committee may deem necessary to establish the validity of the transfer and the acceptance by the transferee of the terms and conditions hereof.

(b) Upon any transfer by will or the laws of descent and distribution (or upon any such transfer required by law), such transferee shall take the PSUs and the Shares delivered in connection therewith (the "Transferee Shares") subject to all the terms and conditions that were (or would have been) applicable to the PSUs and the Transferee Shares immediately prior to such transfer.

(c) Following settlement and issuance of Shares, in the event the Company permits Grantee to arrange for sale of Shares through a broker or another designated agent of the Company, Grantee acknowledges and agrees that the Company may block any such sale and/or cancel any order to sell placed by the Grantee, in each case if the Grantee is not then permitted under the Company's insider trading policy to engage in transactions with respect to securities of the Company. If the Committee determines that the ability of the Grantee to sell or transfer shares of Common Stock is restricted, then the Company may notify the Grantee in accordance with Section 18 of this Agreement. The Grantee may only sell such Shares in compliance with such notification from the Company.

8. Rights of Grantee. Prior to the delivery, if any, of Shares to the Grantee pursuant to the provisions of Section 5, the Grantee shall not have any rights of a shareholder of the Company, including, but not limited to, the right to receive dividend payments, on account of the PSUs.

9. Unfunded Nature of PSUs. The Company will not segregate any funds representing the potential liability arising under this Agreement. The Grantee's rights in respect of this Agreement are those of an unsecured general creditor of the Company. The liability for any payment under this Agreement will be a liability of the Company and not a liability of any of its officers, directors or Affiliates.

10. Securities Laws. The Company may condition delivery of Shares for any vested PSUs upon the prior receipt from the Grantee of any undertakings which it may determine are required to assure that the Shares are being issued in compliance with federal and state securities laws.

11. Withholding. Regardless of any action the Company, any of its Subsidiaries and/or the Grantee's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or any of its affiliates. The Grantee further acknowledges that the Company and/or its Subsidiaries (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs, including, but not limited to, the grant, vesting or

settlement of the PSUs, the issuance of Shares or cash upon settlement of the PSUs, the subsequent sale of Shares acquired pursuant to such delivery and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of any award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Grantee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee will pay or make adequate arrangements satisfactory to the Company and/or its Subsidiaries to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or its Subsidiaries, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or its Subsidiaries; or
- (b) withholding from proceeds of the Shares acquired following settlement either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization); or
- (c) withholding in Shares to be delivered upon settlement.

To avoid negative accounting treatment, the Company and/or its Subsidiaries may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Grantee is deemed to have been issued the full number of Shares attributable to the awarded PSUs, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Grantee's participation in the Plan.

The Grantee shall pay to the Company and/or its Subsidiaries any amount of Tax-Related Items that the Company and/or its Subsidiaries may be required to withhold or account for as a result of the Grantee's participation in the Plan that are not satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items.

By accepting this grant of PSUs, the Grantee expressly consents to the methods of withholding Tax-Related Items by the Company and/or its subsidiaries as set forth hereunder, including the withholding of Shares and the withholding from the Grantee's wages/salary or other amounts payable to the Grantee. All other Tax-Related Items related to the PSUs and any Shares delivered in satisfaction thereof are the Grantee's sole responsibility.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principle of law that could result in the application of the law of any other jurisdiction.

13. Amendments. This Agreement may be amended or modified at any time by an instrument in writing signed by the parties hereto, except as otherwise provided in Section 3(a) or Sections 15 or 16 of this Agreement regarding permitted unilateral action by the Committee or in Section 13(a) of the Plan related to amendments or alterations that do not adversely affect the rights of the Grantee in this Award.

14. Administration. This Agreement shall at all times be subject to the terms and conditions of the Plan. The Committee shall have sole and complete discretion with respect to all matters reserved to it by the Plan and decisions of the Committee with respect thereto and this Agreement shall be final and binding upon the Grantee and the Company. In the event of any conflict between the terms and conditions of this Agreement and the Plan, the provisions of this Agreement shall control. The Committee has the authority and discretion to determine any questions which arise in connection with the award of the PSUs hereunder.

15. Compliance with Code Section 409A. It is the intention of the Company and Grantee that this Agreement not result in an unfavorable tax consequences to Grantee under Code Section 409A. Accordingly, Grantee consents to any amendment of this Agreement as the Company may reasonably make in furtherance of such intention, and the Company shall promptly provide, or make available to, Grantee a copy of such amendment. Any such amendments shall be made in a manner that preserves to the maximum extent possible the intended benefits to Grantee. This paragraph does not create an obligation on the part of Company to modify this Agreement and does not guarantee that the amounts or benefits owed under the Agreement will not be subject to interest and penalties under Code Section 409A.

16. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the PSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Grantee agrees, upon demand of the Company or the Committee, to do all acts and execute, deliver and perform all additional documents, instruments and agreements which may be reasonably required by the Company or the Committee, as the case may be, to implement the provisions and purposes of the Plan and this Agreement.

17. No Right to Continued Employment. Neither the plan nor this agreement shall confer on the Grantee any right to be retained, in any position, as an employee, consultant or director of the Company, and nothing in this agreement or the Plan shall be construed to limit the discretion of the Company (or the subsidiary that employs the Grantee) to terminate the Grantee's employment at any time, with or without cause.

18. Notices. Any notice, request, instruction or other document given under this Agreement shall be in writing and may be delivered by such method as may be permitted by the Company, and shall be addressed and delivered, in the case of the Company, to the Secretary of the Company at the principal office of the Company and, in the case of the Grantee, to the Grantee's address as shown in the records of the Company or to such other address as may be designated in writing (or by such other method approved by the Company) by either party.

19. Award Subject to Plan. This Award is subject to the Plan as approved by the shareholders of the Company. In the event of conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of this Agreement will govern and prevail.

20. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

21. Discretionary Nature of Plan; No Vested Rights. The Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award represented by this Agreement is exceptional, voluntary and occasional and does not create any contractual or other right to receive an award or benefit in lieu of an award in the future, even if awards have been granted repeatedly in the past. Future Awards, if any, will be at the sole discretion of the Company, including, but not limited to, the form and timing of an Award, the number of Shares subject to the Award, and the vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.

22. Termination Indemnities. The Grantee's Award and the Shares subject to the Award, and the income and value of the same, are extraordinary items of compensation outside the scope of the Grantee's employment or services contract, if any. As such, the PSUs are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension, or retirement benefits or welfare benefits or similar payments.

23. English Language. The Grantee acknowledges and agrees that it is the Grantee's express intent that the Plan, this Agreement, any addendum and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. Unless specifically indicated, if the Grantee has received the Plan, this Agreement, any addendum or any other documents related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version shall control.

24. Nature of Grant. In accepting the Award, the Grantee acknowledges, understands and agrees that:

(i) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(ii) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;

(iii) the grant of the PSUs and the Grantee's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with

the Company, the Grantee's employer or any Subsidiary, and shall not interfere with the ability of the Company, the Grantee's employer or any Subsidiary, as applicable, to terminate the Grantee's employment or service relationship (if any);

(iv) the Grantee is voluntarily participating in the Plan;

(v) the PSUs and any Shares issued under the Plan and the income and value of the same are not intended to replace any pension rights or compensation;

(vi) the future value of the Shares underlying the PSUs is unknown, indeterminable and cannot be predicted with certainty;

(vii) unless otherwise agreed with the Company, the Award and the Shares subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of a Subsidiary of the Company;

(viii) no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from separation from service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any), and in consideration of the grant of the PSUs to which the Grantee is otherwise not entitled, the Grantee irrevocably agrees never to institute any claim against the Company, any of its Subsidiaries or the Grantee's employer, waives his ability, if any, to bring any such claim, and releases the Company, its Subsidiaries and the Grantee's employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Grantee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(ix) the Grantee acknowledges and agrees that neither the Company, the Grantee's employer nor any Subsidiary shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the PSUs or of any amounts due to the Grantee pursuant to the vesting and settlement of the PSU or the subsequent sale of any Shares issued upon settlement.

25. Data Protection. Except if the Grantee resides in the European Union, the European Economic Area or other jurisdiction designated by the Company, in which case the Grantee is subject to the special terms and conditions set forth in the Addendum, the Grantee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in the Agreement and any other PSU grant materials by and among, as applicable, the Grantee, the Company, the Grantee's employer, and the Company's Subsidiaries for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

The Company and its Subsidiaries, including the Grantee's employer hold certain personal information about the Grantee, including, but not limited to, his or her name, home address, email address and telephone number, date of birth, social security

number, passport number or other employee identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in Grantee's favor ("Data"), for the exclusive purpose of managing and administering the Plan.

The Company and its Subsidiaries, including the Grantee's employer, will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Grantee's participation in the Plan, and the Company and its Subsidiaries, including the Grantee's employer, may each further transfer Data to a designated Plan broker, administrative agent or such other stock plan service provider as may be selected by the Company presently or in the future (a "Plan Service Provider"), which may be assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the Grantee's country or elsewhere throughout the world, such as the United States and any recipient's country (e.g., the United States) may have different data privacy laws and protections than the Grantee's country. The Grantee understands that if he or she resides outside the United States, the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee hereby authorizes (where required under applicable law) the Company, any Plan Service Provider and any other possible recipients which may assist the Company (presently or in the future) to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Grantee's participation in the Plan. Furthermore, the Grantee acknowledges and understands that the transfer of the Data to the Company or its Subsidiaries, including the Grantee's employer, to any Plan Service Provider, or to any third parties is necessary for the Grantee's participation in the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that if he or she resides outside the United States, the Grantee may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein by contacting the Grantee's local human resources representative in writing. The Grantee understands that he or she is providing the consents herein on a purely voluntary basis. If the Grantee does not consent, or if the Grantee later seeks to revoke his or her consent, the Grantee's employment status or service and career with the Company and its Subsidiaries will not be affected. The only consequence of refusing or withdrawing the Grantee's consent is that the Company may not be able to grant the Grantee PSUs or other awards or administer or maintain such awards. Therefore, the Grantee acknowledges that withdrawal of consent may affect the Grantee's ability to vest in or realize benefits from the PSUs, and the Grantee's ability to participate in the Plan, in which case neither the Company nor any of its Subsidiaries, including the Grantee's employer, will have any liability or obligation to the Grantee related to this Award. For more information on the consequences of refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

Finally, upon request of the Company or the Grantee's employer, the Grantee agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Grantee's employer) that the Company and/

or the Grantee's employer may deem necessary to obtain from the Grantee for the purpose of administering the Grantee's participation in the Plan in compliance with the data privacy laws in the Grantee's country, either now or in the future. The Grantee understands and agrees that the Grantee will not be able to participate in the Plan if the Grantee fails to provide any such consent or agreement requested by the Company and/or the Grantee's employer.

26. Private Placement. The grant of the PSUs is not intended to be a public offering of securities in the Grantee's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the PSUs is not subject to the supervision of the local securities authorities.

27. Addendum to Agreement. Notwithstanding any provisions of this Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Grantee's country of residence (and country of employment, if different), as are set forth in the applicable addendum (the "Addendum") as attached to the Agreement. Further, if the Grantee transfers residence and/or employment to another country reflected in an Addendum to the Agreement, the special terms and conditions for such country will apply to the Grantee to the extent the Company determines, in its sole discretion, that the application of such terms is necessary or advisable in order to comply with local laws, rules and regulations or to facilitate operation and administration of the Plan. Any applicable Addendum shall constitute part of this Agreement.

28. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, or his acquisition or sale of the underlying Shares. The Grantee acknowledges that he should consult with his own personal tax, legal and financial advisors regarding his participation in the Plan before taking any action related to the Plan.

29. Clawback. Notwithstanding any provision to the contrary, any "clawback" or "recoupment" policy required under applicable law or provided for under Company policy, as amended from time to time, shall automatically apply to this Award.

30. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes and replaces all previous agreements, arrangements, understandings, rights, obligations and liabilities between the parties in respect of such matters.

31. Execution. By electronically or otherwise accepting this Agreement, the Grantee acknowledges his or her understanding and acceptance of the terms and conditions of the Award. The Company has no obligation to issue the Grantee Shares under this Agreement if the Grantee does not accept the Award. Further, any acceptance of Shares issued pursuant to this Agreement shall constitute the Grantee's acceptance of the Award and the Grantee's agreement with all terms and conditions of the Award, as set forth in the Plan and this Agreement.

32. Insider Trading / Market Abuse Laws. The Grantee acknowledges that, depending on the Grantee's or the Grantee's broker's country of residence or where the Shares are listed, the Grantee may be subject to insider trading and/or market abuse laws, which may

affect the Grantee's ability to accept, acquire, sell or otherwise dispose of Shares, rights to shares (e.g., PSUs) or rights linked to the value of shares (e.g., phantom awards, futures) during such times as the Grantee is considered to have "inside information" regarding the Company as defined by the laws or regulations in the Grantee's country. Local insider trading laws and regulations may prohibit the cancellation or amendment or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know") and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Grantee should keep in mind third parties includes fellow employees. The requirements of these laws may or may not be consistent with the terms of any applicable Company's insider trading policy. The Grantee acknowledges that it is his or her responsibility to be informed of and compliant with any such laws and such Company policies, and is hereby advised to speak to his or her personal legal advisor on this matter.

33. Waiver. The Grantee acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of a prior or subsequent breach by the Grantee or any other Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2024. By execution of this Agreement the Grantee acknowledges receipt of a copy of the Plan, and agrees to the terms and conditions of the Plan and this Agreement.

NASDAQ, INC.

By: Bryan Smith

Title: EVP and Chief People Officer

[EMPLOYEE NAME]

CERTIFICATION

I, Adena T. Friedman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Nasdaq, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Adena T. Friedman
Name: Adena T. Friedman
Title: Chief Executive Officer

Date: August 6, 2024

CERTIFICATION

I, Sarah Youngwood, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Nasdaq, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Name: /s/ Sarah Youngwood
Sarah Youngwood
Title: Executive Vice President and Chief Financial Officer

Date: August 6, 2024

**Certification of CEO and CFO Pursuant to
18 U.S.C. Section 1350
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of Nasdaq, Inc. (the "Company") for the period ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Adena T. Friedman, as Chief Executive Officer of the Company, and Sarah Youngwood, as Executive Vice President and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of her knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of the operations of the Company.

/s/ Adena T. Friedman

Name: Adena T. Friedman
Title: Chief Executive Officer
Date: August 6, 2024

/s/ Sarah Youngwood

Name: Sarah Youngwood
Title: Executive Vice President and Chief Financial Officer
Date: August 6, 2024

This certification accompanies the Report pursuant to § 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of § 18 of the Securities Exchange Act of 1934, as amended.