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**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, 2017**

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: 000-32651

**Nasdaq, Inc.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or Other Jurisdiction of  
Incorporation or Organization)

52-1165937  
(I.R.S. Employer  
Identification No.)

One Liberty Plaza, New York, New York  
(Address of Principal Executive Offices)

10006  
(Zip Code)

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

No changes  
(Former name, former address and former fiscal year, if changed since last report)

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post 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"/> (Do not check if a smaller reporting company) | 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.

| Class                                   | Outstanding at July 27, 2017 |
|---|------------------------------|
| Common Stock, \$.01 par value per share | 166,796,254 shares           |

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**Nasdaq, Inc.**  
**Form 10-Q**  
**For the Quarterly Period Ended June 30, 2017**

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## 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 ISE” refers to the options exchange operated by International Securities Exchange, 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 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.

|  |   |
|--|---|
| 401(k) Plan: Voluntary Defined Contribution Savings Plan   | Exchange Act: Securities Exchange Act of 1934, as amended |
| 2016 Credit Facility: \$400 million senior unsecured term loan facility which matures on November 25, 2019 | FASB: Financial Accounting Standards Board                |
| 2017 Credit Facility: \$1 billion senior unsecured term loan facility which matures on April 25, 2022      | FICC: Fixed Income and Commodities Trading and Clearing   |
| 2020 Notes: \$600 million aggregate principal amount of 5.55% senior unsecured notes due January 15, 2020  | FINRA: Financial Industry Regulatory Authority            |
| 2021 Notes: €600 million aggregate principal amount of 3.875% senior unsecured notes due June 7, 2021      | IPO: Initial Public Offering                              |
| 2023 Notes: €600 million aggregate principal amount of 1.75% senior unsecured notes due May 19, 2023       | ISE: U.S. Exchange Holdings, Inc. and its subsidiaries    |
| 2024 Notes: \$500 million aggregate principal amount of 4.25% senior unsecured notes due June 1, 2024      | LIBOR: London Interbank Offered Rate                      |
| 2026 Notes: \$500 million aggregate principal amount of 3.85% senior unsecured notes due June 30, 2026     | MTF: Multilateral Trading Facility                        |
| ASU: Accounting Standards Update   | NFX: Nasdaq Futures, Inc.                                 |
| CCP: Central Counterparty  | NPM: The Nasdaq Private Market, LLC                       |
| EMIR: European Market Infrastructure Regulation  | NSCC: National Securities Clearing Corporation            |
| Equity Plan: Nasdaq Equity Incentive Plan  | OCC: The Options Clearing Corporation                     |
| ESPP: Nasdaq Employee Stock Purchase Plan  | OTC: Over-the-Counter                                     |
| ETP: Exchange Traded Product   | PSU: Performance Share Unit                               |
|  | SEC: U.S. Securities and Exchange Commission              |
|  | SERP: Supplemental Executive Retirement Plan              |
|  | SFSA: Swedish Financial Supervisory Authority             |
|  | SMARTS: SMARTS Group Holdings Pty                         |

S&P: Standard & Poor's

TSR: Total Shareholder Return

S&P 500: S&P 500 Stock Index

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

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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 is based on data generated internally by us, which includes best efforts underwritings; therefore, the data may not be comparable to other publicly-available IPO data. Data in this Quarterly Report on Form 10-Q for new listings of equity securities on The Nasdaq Stock Market is based on data generated internally by us, which includes best efforts underwritings, issuers that switched from other listing venues, closed-end funds and ETPs. 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 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 this Quarterly Report on Form 10-Q for the quarter ended June 30, 2017, the “Risk Factors” section in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 that was filed with the SEC on May 10, 2017, and the “Risk Factors” section in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 that was filed with the SEC on March 1, 2017.

\* \* \* \* \*

Nasdaq intends to use its website, [ir.nasdaq.com](http://ir.nasdaq.com), as a means for disclosing material non-public information and for complying with SEC Regulation FD and other disclosure obligations. These disclosures will be included on Nasdaq’s website under “Investor Relations.”

## 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 identify forward-looking statements. These include, among others, statements relating to:

- our 2017 outlook;
- 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, de-leveraging and capital return initiatives;
- our products, order backlog 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.

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, including the fact that such integration may be more difficult, time consuming or costly than expected, and our ability to realize synergies from business combinations and acquisitions;
- loss of significant trading and clearing volumes or values, fees, market share, listed companies, data products customers or other customers;
- our ability to keep up with rapid technological advances and adequately address cybersecurity risks;
- economic, political and market conditions and fluctuations, including interest rate and foreign currency risk, inherent in U.S. and international operations;
- the performance and reliability of our technology and technology of third parties;
- 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.

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 discussed under the caption "Part II. Item 1A. Risk Factors," in this Quarterly Report on Form 10-Q for the quarter ended June 30, 2017, our Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 that was filed with the SEC on May 10, 2017, and more fully described in the "Risk Factors" section in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 that was filed with the SEC on March 1, 2017. 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 1. 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 1 - FINANCIAL INFORMATION**  
**Item 1. Financial Statements.**  
**Nasdaq, Inc.**  
**Condensed Consolidated Balance Sheets**  
**(in millions, except share and par value amounts)**

|  | June 30, 2017 | December 31, 2016 |
|--|---------------|-------------------|
|  | (unaudited)   |                   |
| <b>Assets</b>  |               |                   |
| Current assets:  |               |                   |
| Cash and cash equivalents  | \$ 356        | \$ 403            |
| Restricted cash  | 18            | 15                |
| Financial investments, at fair value   | 300           | 245               |
| Receivables, net   | 392           | 429               |
| Default funds and margin deposits  | 3,671         | 3,301             |
| Other current assets   | 184           | 167               |
| Total current assets   | 4,921         | 4,560             |
| Property and equipment, net  | 384           | 362               |
| Deferred tax assets  | 633           | 717               |
| Goodwill   | 6,237         | 6,027             |
| Intangible assets, net   | 2,102         | 2,094             |
| Other non-current assets   | 383           | 390               |
| Total assets   | \$ 14,660     | \$ 14,150         |
| <b>Liabilities</b>   |               |                   |
| Current liabilities:   |               |                   |
| Accounts payable and accrued expenses  | \$ 149        | \$ 175            |
| Section 31 fees payable to SEC   | 169           | 108               |
| Accrued personnel costs  | 124           | 207               |
| Deferred revenue   | 265           | 162               |
| Other current liabilities  | 115           | 129               |
| Default funds and margin deposits  | 3,671         | 3,301             |
| Short-term debt  | 494           | —                 |
| Total current liabilities  | 4,987         | 4,082             |
| Long-term debt   | 3,058         | 3,603             |
| Deferred tax liabilities   | 732           | 720               |
| Non-current deferred revenue   | 161           | 171               |
| Other non-current liabilities  | 146           | 144               |
| Total liabilities  | 9,084         | 8,720             |
| <b>Commitments and contingencies</b>   |               |                   |
| <b>Equity</b>  |               |                   |
| Nasdaq stockholders' equity:   |               |                   |
| Common stock, \$0.01 par value, 300,000,000 shares authorized, shares issued: 171,027,324 at June 30, 2017 and 170,501,186 at December 31, 2016; shares outstanding: 166,392,912 at June 30, 2017 and 166,579,468 at December 31, 2016 | 2             | 2                 |
| Additional paid-in capital   | 3,011         | 3,104             |
| Common stock in treasury, at cost: 4,634,412 shares at June 30, 2017 and 3,921,718 shares at December 31, 2016   | (225)         | (176)             |
| Accumulated other comprehensive loss   | (892)         | (979)             |
| Retained earnings  | 3,680         | 3,479             |
| Total Nasdaq stockholders' equity  | 5,576         | 5,430             |
| Total liabilities and equity   | \$ 14,660     | \$ 14,150         |

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, |               |
|---|-----------------------------|--------------|---------------------------|---------------|
|   | 2017                        | 2016         | 2017                      | 2016          |
| <b>Revenues:</b>                                |                             |              |                           |               |
| Market Services                                 | \$ 620                      | \$ 532       | \$ 1,226                  | \$ 1,104      |
| Corporate Services                              | 164                         | 162          | 325                       | 305           |
| Information Services                            | 144                         | 134          | 282                       | 268           |
| Market Technology                               | 72                          | 69           | 138                       | 126           |
| <b>Total revenues</b>                           | <b>1,000</b>                | <b>897</b>   | <b>1,971</b>              | <b>1,803</b>  |
| <b>Transaction-based expenses:</b>              |                             |              |                           |               |
| Transaction rebates                             | (304)                       | (256)        | (606)                     | (541)         |
| Brokerage, clearance and exchange fees          | (94)                        | (82)         | (180)                     | (169)         |
| <b>Revenues less transaction-based expenses</b> | <b>602</b>                  | <b>559</b>   | <b>1,185</b>              | <b>1,093</b>  |
| <b>Operating expenses:</b>                      |                             |              |                           |               |
| Compensation and benefits                       | 163                         | 164          | 324                       | 316           |
| Professional and contract services              | 38                          | 35           | 74                        | 70            |
| Computer operations and data communications     | 30                          | 27           | 60                        | 52            |
| Occupancy                                       | 23                          | 19           | 46                        | 39            |
| General, administrative and other               | 30                          | 17           | 49                        | 32            |
| Marketing and advertising                       | 8                           | 8            | 15                        | 14            |
| Depreciation and amortization                   | 47                          | 41           | 92                        | 79            |
| Regulatory                                      | 8                           | 6            | 16                        | 13            |
| Merger and strategic initiatives                | 11                          | 35           | 17                        | 44            |
| Restructuring charges                           | —                           | 33           | —                         | 41            |
| <b>Total operating expenses</b>                 | <b>358</b>                  | <b>385</b>   | <b>693</b>                | <b>700</b>    |
| <b>Operating income</b>                         | <b>244</b>                  | <b>174</b>   | <b>492</b>                | <b>393</b>    |
| Interest income                                 | 2                           | 1            | 4                         | 2             |
| Interest expense                                | (36)                        | (32)         | (73)                      | (60)          |
| Other investment income                         | 1                           | 2            | 2                         | 3             |
| Net income from unconsolidated investees        | 2                           | 1            | 6                         | 3             |
| <b>Income before income taxes</b>               | <b>213</b>                  | <b>146</b>   | <b>431</b>                | <b>341</b>    |
| Income tax provision                            | 66                          | 76           | 114                       | 139           |
| <b>Net income attributable to Nasdaq</b>        | <b>\$ 147</b>               | <b>\$ 70</b> | <b>\$ 317</b>             | <b>\$ 202</b> |
| <b>Per share information:</b>                   |                             |              |                           |               |
| Basic earnings per share                        | \$ 0.89                     | \$ 0.42      | \$ 1.91                   | \$ 1.23       |
| Diluted earnings per share                      | \$ 0.87                     | \$ 0.42      | \$ 1.87                   | \$ 1.20       |
| Cash dividends declared per common share        | \$ 0.38                     | \$ —         | \$ 0.70                   | \$ 0.57       |

See accompanying notes to condensed consolidated financial statements.

**Nasdaq, Inc.**  
**Condensed Consolidated Statements of Comprehensive Income (Loss)**  
**(Unaudited)**  
**(in millions)**

|   | Three Months Ended June 30, |                | Six Months Ended June 30, |               |
|---|-----------------------------|----------------|---------------------------|---------------|
|   | 2017                        | 2016           | 2017                      | 2016          |
| <b>Net income</b>   | \$ 147                      | \$ 70          | \$ 317                    | \$ 202        |
| Other comprehensive income (loss):                        |                             |                |                           |               |
| Foreign currency translation gains (losses):              |                             |                |                           |               |
| Net foreign currency translation gains (losses)           | 124                         | (127)          | 166                       | 11            |
| Income tax benefit (expense)                              | (29)                        | 37             | (79)                      | (7)           |
| Total other comprehensive income (loss), net of tax       | 95                          | (90)           | 87                        | 4             |
| <b>Comprehensive income (loss) attributable to Nasdaq</b> | <b>\$ 242</b>               | <b>\$ (20)</b> | <b>\$ 404</b>             | <b>\$ 206</b> |

See accompanying notes to condensed consolidated financial statements.

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

|   | Six Months Ended June 30, |                |
|---|---------------------------|----------------|
|   | 2017                      | 2016           |
| <b>Cash flows from operating activities:</b>                                      |                           |                |
| Net income  | \$ 317                    | \$ 202         |
| Adjustments to reconcile net income to net cash provided by operating activities: |                           |                |
| Depreciation and amortization   | 92                        | 79             |
| Share-based compensation  | 34                        | 35             |
| Deferred income taxes   | 8                         | (7)            |
| Non-cash restructuring charges  | —                         | 8              |
| Net income from unconsolidated investees  | (6)                       | (3)            |
| Other reconciling items included in net income                                    | 21                        | 4              |
| Net change in operating assets and liabilities, net of effects of acquisitions:   |                           |                |
| Receivables, net  | 34                        | (6)            |
| Other assets  | 22                        | 15             |
| Accounts payable and accrued expenses   | (34)                      | 5              |
| Section 31 fees payable to SEC  | 61                        | 57             |
| Accrued personnel costs   | (87)                      | (53)           |
| Deferred revenue  | 76                        | 111            |
| Other liabilities   | (24)                      | (18)           |
| <b>Net cash provided by operating activities</b>                                  | <b>514</b>                | <b>429</b>     |
| <b>Cash flows from investing activities:</b>                                      |                           |                |
| Purchases of trading securities   | (234)                     | (245)          |
| Proceeds from sales and redemptions of trading securities                         | 201                       | 194            |
| Purchases of available-for-sale investment securities                             | (12)                      | (8)            |
| Proceeds from maturities of available-for-sale investment securities              | 6                         | 7              |
| Acquisition of businesses, net of cash and cash equivalents acquired              | —                         | (1,460)        |
| Purchases of property and equipment   | (64)                      | (51)           |
| Other investment activities   | (1)                       | (10)           |
| <b>Net cash used in investing activities</b>                                      | <b>(104)</b>              | <b>(1,573)</b> |
| <b>Cash flows from financing activities:</b>                                      |                           |                |
| Proceeds from commercial paper, net   | 494                       | —              |
| Repayments of long-term debt  | (670)                     | (1,033)        |
| Payment of debt extinguishment cost   | (9)                       | —              |
| Proceeds from utilization of credit commitment, net of debt issuance costs        | 10                        | 833            |
| Proceeds from issuances of senior unsecured notes and term loan facility          | —                         | 1,558          |
| Cash paid for repurchase of common stock  | (156)                     | (45)           |
| Cash dividends  | (116)                     | (94)           |
| Proceeds received from employee stock activity                                    | 30                        | 28             |
| Payments related to employee shares withheld for taxes                            | (49)                      | (57)           |
| Proceeds (disbursements) of customer funds  | 2                         | (38)           |
| <b>Net cash (used in) provided by financing activities</b>                        | <b>(464)</b>              | <b>1,152</b>   |
| Effect of exchange rate changes on cash and cash equivalents and restricted cash  | 10                        | 1              |
| Net increase (decrease) in cash and cash equivalents and restricted cash          | (44)                      | 9              |
| Cash and cash equivalents and restricted cash at beginning of period              | 418                       | 357            |
| Cash and cash equivalents and restricted cash at end of period                    | <u>\$ 374</u>             | <u>\$ 366</u>  |
| <b>Supplemental Disclosure Cash Flow Information</b>                              |                           |                |
| Cash paid for:  |                           |                |
| Interest  | \$ 97                     | \$ 67          |
| Income taxes, net of refund   | \$ 59                     | \$ 127         |

See accompanying notes to condensed consolidated financial statements.

## Nasdaq, Inc.

### Notes to Condensed Consolidated Financial Statements (unaudited)

#### 1. Organization and Nature of Operations

Nasdaq, Inc. is a leading provider of trading, clearing, exchange technology, regulatory, securities listing, information and public company services. Our global offerings are diverse and include trading and clearing across multiple asset classes, trade management services, data products, financial indexes, capital formation solutions, corporate solutions, and market technology products and services. Our technology powers markets across the globe, supporting equity derivative trading, clearing and settlement, cash equity trading, fixed income trading and many other functions.

We manage, operate and provide our products and services in four business segments: Market Services, Corporate Services, Information Services and Market Technology.

##### Market Services

Our Market Services segment includes our Equity Derivative Trading and Clearing, Cash Equity Trading, FICC, and Trade Management Services businesses. We operate multiple exchanges and other marketplace facilities across several asset classes, including derivatives, commodities, cash equity, debt, structured products and ETPs. In addition, in some countries where we operate exchanges, we also provide broker services, clearing, settlement and central depository services. 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.

In the U.S., we operate six electronic options exchanges and three cash equity exchanges. The Nasdaq Stock Market, the largest of our cash equities exchanges, is the largest single venue of liquidity for trading U.S.-listed cash equities. We also operate an electronic platform for trading of U.S. Treasuries and NFX, a U.S. based energy derivatives market which offers cash settled energy derivatives based on key energy benchmarks including oil, natural gas and U.S. power. In addition, we also operate three Canadian markets for the trading of Canadian-listed securities.

In Europe, we operate exchanges in Stockholm (Sweden), Copenhagen (Denmark), Helsinki (Finland), and Reykjavik (Iceland), as well as the clearing operations of Nasdaq Clearing. We also operate exchanges in Tallinn (Estonia), Riga (Latvia) and Vilnius (Lithuania) as Nasdaq Baltic. Collectively, Nasdaq Nordic and Nasdaq Baltic offer trading in cash equities and depository receipts, warrants, convertibles, rights, fund units and exchange traded funds as well as trading and clearing of derivatives and clearing of resale and repurchase agreements.

Nasdaq Commodities is the brand name for Nasdaq's worldwide suite of commodity-related products and services. Nasdaq Commodities' offerings include oil, power, natural gas

and carbon emission markets, tanker and dry cargo freight, seafood derivatives, iron ore, electricity certificates and clearing services. The products are listed on two of Nasdaq's derivatives exchanges, Nasdaq Oslo ASA and NFX.

Through our Trade Management Services business, we provide market participants with a wide variety of alternatives for connecting to and accessing our markets via a number of different protocols used for quoting, order entry, trade reporting, DROP functionality and connectivity to various data feeds. We also provide co-location services to market participants, whereby firms may lease cabinet space and power to house their own equipment and servers within our data centers. Our broker services operations offer technology and customized securities administration solutions to financial participants in the Nordic market.

##### Corporate Services

Our Corporate Services segment includes our Corporate Solutions and Listing Services businesses.

Our Corporate Solutions business serves corporate clients, including companies listed on our exchanges and private companies. We help organizations manage the two-way flow of information with their key constituents, including their board members and investors, and with clients and the public through our suite of advanced technology, analytics, and consultative services. Our Corporate Solutions business primarily offers products to serve the following key areas: IR intelligence, public relations, board and leadership, and digital media services.

Our Listing Services business includes our U.S. and European Listing Services businesses. We operate a variety of listing platforms around the world to provide multiple global capital raising solutions for private and 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. Our Listing Services business also includes NPM, which provides services for private companies.

As of June 30, 2017, there were 2,912 total listings on The Nasdaq Stock Market, including 345 separately listed ETPs. The combined market capitalization was approximately \$10.1 trillion. In Europe, the Nasdaq Nordic and Nasdaq Baltic exchanges, together with Nasdaq First North, were home to 945 listed companies with a combined market capitalization of approximately \$1.5 trillion.

##### Information Services

Our Information Services segment includes our Data Products and our Index Licensing and Services businesses. Our Data Products business sells and distributes historical and real-time quote and trade information to market participants and data distributors. Our data products enhance transparency of the market activity within the exchanges that we operate and

provide critical information to professional and non-professional investors globally.

Our Index Licensing and Services business develops and licenses Nasdaq branded indexes, associated derivatives, and financial products and also provides custom calculation services for third-party clients. As of June 30, 2017, we had 316 ETPs licensed to Nasdaq's indexes which had \$147 billion of assets under management.

### **Market Technology**

Our Market Technology segment is a leading global technology solutions provider and partner to exchanges, clearing organizations, central securities depositories, regulators, banks, brokers and corporate businesses. Our Market Technology business is the sales channel for our complete global offering to other marketplaces.

Market Technology provides technology solutions for trading, clearing, settlement, surveillance and information dissemination to markets with wide-ranging requirements, from the leading markets in the U.S., Europe and Asia to emerging markets in the Middle East, Latin America, and Africa. Our marketplace solutions can handle a wide array of assets, including cash equities, equity derivatives, currencies, various interest-bearing securities, commodities and energy products, and are currently powering more than 90 marketplaces in 50 countries. Market Technology also provides market surveillance services to broker-dealer firms worldwide, as well as enterprise governance, risk management and compliance software solutions.

## **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 for the interim periods presented. 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 Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

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

The preparation of condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts and the disclosure of contingent amounts in the condensed consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

### *Subsequent Events*

We have evaluated subsequent events through the issuance date of this Quarterly Report on Form 10-Q.

### **Tax Matters**

We use the asset and liability method to determine income taxes on all transactions recorded in the condensed consolidated financial statements. Deferred tax assets and liabilities are determined based on differences between the financial statement carrying amounts and the tax basis of existing assets and liabilities (i.e., temporary differences) and are measured at the enacted rates that will be in effect when these differences are realized. If necessary, a valuation allowance is established to reduce deferred tax assets to the amount that is more likely than not to be realized.

In order to recognize and measure our unrecognized tax benefits, management determines whether a tax position is more likely than not to be

sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. Once it is determined that a position meets the recognition thresholds, the position is measured to determine the amount of benefit to be recognized in the condensed consolidated financial statements. Interest and/or penalties related to income tax matters are recognized in income tax expense.

The following table shows our income tax provision and effective tax rates:

| <b>Three Months Ended June 30,</b> |             |             |                          |
|------------------------------------|-------------|-------------|--------------------------|
|                                    | <b>2017</b> | <b>2016</b> | <b>Percentage Change</b> |
| <b>(\$ in millions)</b>            |             |             |                          |
| Income tax provision               | \$ 66       | \$ 76       | (13.2)%                  |
| Effective tax rate                 | 31.0%       | 52.1%       |                          |
| <b>Six Months Ended June 30,</b>   |             |             |                          |
| <b>(\$ in millions)</b>            |             |             |                          |
|                                    | <b>2017</b> | <b>2016</b> | <b>Percentage Change</b> |
| Income tax provision               | \$ 114      | \$ 139      | (18.0)%                  |
| Effective tax rate                 | 26.5%       | 40.8%       |                          |

The lower income tax provision and effective tax rate in the second quarter and first six months of 2017 when compared with the same periods in 2016 is primarily due to the recognition of excess tax benefits associated with the vesting of employee share-based compensation arrangements. See "Recently Adopted Accounting Pronouncements" below for further

discussion. In addition, in the second quarter of 2017, we recognized previously unrecognized tax benefits associated with positions taken in prior years which also contributed to the lower income tax provision and effective tax rate in both periods. Furthermore, in the second quarter of 2016, we received an unfavorable ruling from the Finnish Supreme Administrative Court which resulted in an increase to tax expense. The lower income tax provision in the second quarter and first six months of 2017 is partially offset by an increase in income tax expense associated with the increase in income before taxes in the second quarter and first six months of 2017.

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 same and other factors, including the history of pre-tax earnings and losses, are taken into account in assessing the ability to realize deferred tax assets.

Nasdaq and its eligible subsidiaries file a consolidated U.S. federal income tax return and applicable state and local income tax returns and non-U.S. income tax returns. Federal income tax returns for the years 2011 through 2016 are subject to examination by the Internal Revenue Service. Several state tax returns are currently under examination by the respective tax authorities for the years 2005 through 2014 and we are subject to examination for the years 2015 and 2016. Non-U.S. tax returns are subject to examination by the respective tax authorities for the years 2008 through 2016. 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 consolidated financial position or results of operations. Based on new information which became available to us in the second quarter of 2017, we recognized \$4 million in previously unrecognized tax benefits associated with positions taken in prior years. In addition, we anticipate that the amount of unrecognized tax benefits at June 30, 2017 will significantly decrease in the next twelve months as we expect to settle certain tax audits.

From 2009 through 2012, we recorded tax benefits associated with certain interest expense incurred in Sweden. Our position is supported by a 2011 ruling we received from the Swedish Supreme Administrative Court. However, under new legislation effective January 1, 2013, limitations are imposed on certain forms of interest expense. Because this legislation is unclear with regard to our ability to continue to claim such interest deductions, Nasdaq filed an application for an advance tax ruling with the Swedish Council for Advance Tax Rulings. In June 2014, we received an unfavorable ruling from the Swedish Council for Advance Tax Rulings. We appealed this ruling to the Swedish Supreme Administrative Court; however the Swedish Supreme Administrative Court denied our request for a ruling based on procedural requirements. We have received notices from the Swedish Tax Agency that interest deductions for the years 2013 through 2015 have been disallowed. We have appealed to the Swedish Lower Administrative Court and continue to expect a favorable decision. Since January 1, 2013, we have recorded tax benefits of \$53 million associated with this matter. We continue to pay all assessments from the Swedish Tax Agency while this matter is pending. If the Swedish Courts agree with our position we will receive a refund of all paid assessments; if the Swedish Courts disagree with our position, we will record tax expense of \$44 million, or \$0.26 per diluted share, which is gross of any related U.S. tax benefits and reflects the impact of foreign currency translation. We expect to record recurring quarterly tax benefits of \$1 million to \$2 million with respect to this matter for the foreseeable future.

Although no new U.S. tax legislation has been enacted, we are currently assessing the impact various tax reform proposals will have on our condensed consolidated financial statements.

**Recently Adopted Accounting Pronouncements**

| Accounting Standard   | Description   | Effective Date  | Effect on the Financial Statements or Other Significant Matters  |
|---|---|---|--|
| <p><b>Compensation - Stock Compensation</b></p> <p>In March 2016, the FASB issued ASU 2016-09, “Improvements to Employee Share-Based Payment Accounting.”</p> | <p>This ASU involves several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. This guidance requires all income tax effects of awards to be recognized as income tax expense or benefit in the income statement when the awards vest or are settled, as opposed to additional paid-in-capital where it was previously recorded. This guidance impacts the calculation of our total diluted share count for the earnings per share calculation, as calculated under the treasury stock method. It also allows an employer to repurchase more of an employee’s shares for tax withholding purposes without triggering liability accounting. All tax-related cash flows resulting from share-based payments are reported as operating activities on the statement of cash flows. In regards to forfeitures, a policy election is required to either estimate the number of awards that are expected to vest or account for forfeitures as they occur.</p> | <p>We adopted this new standard on January 1, 2017 on a prospective basis for the impacts on the accounting for income taxes and the effect on earnings per share. We have adopted the changes in cash flow statement classification retrospectively.</p> | <p>The adoption resulted in the recognition of excess tax benefit in our provision for income taxes rather than additional paid-in capital, which was immaterial for the three months ended June 30, 2017 and was \$23 million for the six months ended June 30, 2017.</p> |
| <p><b>Compensation - Stock Compensation</b></p> <p>In May 2017, the FASB issued ASU 2017-09, “Scope of Modification Accounting.”</p>                          | <p>This ASU clarifies when changes to the terms or conditions of a share-based payment award must be accounted for as modifications. Under the new guidance, modification accounting is required only if the fair value, the vesting conditions, or the classification of the award (as equity or liability) changes as a result of the change in terms or conditions.</p>  | <p>We adopted this new standard on June 30, 2017 on a prospective basis.</p>  | <p>We do not anticipate a material impact on our consolidated financial statements as a result of adopting this standard.</p>  |

**Recently Issued Accounting Pronouncements**

| Accounting Standard   | Description  | Effective Date   | Effect on the Financial Statements or Other Significant Matters   |
|---|--|--|---|
| <p><b>Business Combination</b><br/>In January 2017, the FASB issued ASU 2017-01, “Clarifying the Definition of a Business.”</p>   | <p>This ASU clarifies the definition of a business with the objective of adding guidance to assist companies with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The new guidance is expected to reduce the number of transactions that need to be further evaluated as businesses. Early adoption is permitted for certain types of transactions.</p>  | <p>January 1, 2018, with early adoption permitted.</p>                       | <p>This new standard is required to be applied prospectively and therefore, may impact how we account for future acquisitions.</p>  |
| <p><b>Goodwill</b><br/>In January 2017, the FASB issued ASU 2017-04, “Simplifying the Test for Goodwill Impairment.”</p>  | <p>This ASU simplifies how an entity is required to test goodwill for impairment and removes the second step of the goodwill impairment test, which required a hypothetical purchase price allocation if the fair value of a reporting unit is less than its carrying amount. Goodwill impairment will now be measured using the difference between the carrying amount and the fair value of the reporting unit and the loss recognized should not exceed the total amount of goodwill allocated to that reporting unit. The amendments in this ASU should be applied on a prospective basis. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017.</p> | <p>January 1, 2020, with early adoption as of January 1, 2017 permitted.</p> | <p>We do not anticipate a material impact on our consolidated financial statements at the time of adoption of this new standard as the carrying amounts of our reporting units have been less than their corresponding fair values in recent years. Therefore, the second step of the goodwill impairment test was not required. However, changes in future projections, market conditions and other factors may cause a change in the excess of fair value of our reporting units over their corresponding carrying amounts.</p> |
| <p><b>Financial Instruments - Credit Losses</b><br/>In June 2016, the FASB issued ASU 2016-13, “Measurement of Credit Losses on Financial Instruments.”</p>   | <p>This ASU changes the impairment model for certain financial instruments. The new model is a forward looking expected loss model and will apply to financial assets subject to credit losses and measured at amortized cost and certain off-balance sheet credit exposures. This includes loans, held-to-maturity debt securities, loan commitments, financial guarantees and net investments in leases, as well as trade receivables. For available-for-sale debt securities with unrealized losses, credit losses will be measured in a manner similar to today, except that the losses will be recognized as allowances rather than reductions in the amortized cost of the securities.</p>                                 | <p>January 1, 2020, with early adoption as of January 1, 2019 permitted.</p> | <p>We are currently assessing the impact that this standard will have on our consolidated financial statements.</p>   |
| <p><b>Leases</b><br/>In February 2016, the FASB issued ASU 2016-02, “Leases.”</p>   | <p>Under this ASU, at the commencement date, lessees will be required to recognize a lease liability, which is a lessee’s obligation to make lease payments arising from a lease, measured on a discounted basis; and a right-of-use asset, which is an asset that represents the lessee’s right to use, or control the use of, a specified asset for the lease term. This guidance is not applicable for leases with a term of 12 months or less. Lessor accounting is largely unchanged.</p>   | <p>January 1, 2019, with early adoption permitted.</p>                       | <p>We are currently assessing the impact that this standard will have on our consolidated financial statements.</p>   |
| <p><b>Financial Instruments - Overall</b><br/>In January 2016, the FASB issued ASU 2016-01, “Recognition and Measurement of Financial Assets and Financial Liabilities.”</p>  | <p>This ASU requires that most equity investments be measured at fair value, with subsequent changes in fair value recognized in net income. Under this new guidance, Nasdaq will no longer be able to recognize unrealized holding gains and losses on equity securities classified today as available-for-sale in accumulated other comprehensive income within stockholders’ equity. This new standard does not change the guidance for classifying and measuring investments in debt securities and loans. This new guidance also impacts financial liabilities accounted for under the fair value option and affects the presentation and disclosure requirements for financial assets and liabilities.</p>                 | <p>January 1, 2018. Early adoption is not permitted.</p>                     | <p>As we do not have a significant investment in financial instruments impacted by this standard, we do not anticipate a material impact on our consolidated financial statements at the time of adoption of this new standard.</p>   |
| <p><b>Revenue From Contracts With Customers</b><br/>In May 2014, the FASB issued ASU 2014-09, “Revenue from Contracts with Customers (Topic 606),” which supersedes the revenue recognition guidance in Accounting Standards Codification, “Revenue Recognition.”</p> | <p>The new revenue recognition standard sets forth a five-step revenue recognition model to determine when and how revenue is recognized. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration it expects to receive in exchange for those goods or services. The standard also requires more detailed disclosures. The standard provides alternative methods of initial adoption.</p>   | <p>January 1, 2018, with early adoption permitted.</p>                       | <p>See discussion below.</p>  |

## Revenue From Contracts With Customers

We are currently assessing the expected impact of the adoption of Topic 606 on our consolidated financial statements. We have determined that revenue and expense recognition for our Market Technology business and revenue recognition for our Listing Services business will be impacted, however we currently do not anticipate these changes to have a material impact on our consolidated financial statements at the time of adoption of this new standard. We do not anticipate an impact to revenue and expense recognition for our other businesses.

The following are key items to note regarding the accounting for our Market Technology and Listing Services businesses under Topic 606:

- revenue recognition for existing and new contracts will be recognized in earlier stages under the new standard;
- expense recognition for Market Technology contracts will be recognized in earlier stages under the new standard;
- a portion of revenues and expenses that were previously deferred will be recognized either in prior period revenues, through restatement, or as an adjustment to retained earnings upon adoption of the new standard; and
- the overall value of our contracts and the timing of cash flows from customers will not change.

We have reviewed all of the existing customer contracts in our Market Technology and Listings businesses and we are currently evaluating the impact of adopting the new standard under both the retrospective and modified approaches and will select a transition approach once we have completed this evaluation. In addition, we are gathering the required information to be disclosed for all businesses.

**Market Technology.** In our Market Technology business, we enter into contracts with customers to develop technology solutions, license the right to use software, and provide post-contract support and other services to our customers. Under current accounting policies, we do not recognize revenue or expense until we begin the final stage of the contract as we are not able to establish vendor specific objective evidence of fair value for individual elements of the contract. Under Topic 606, we will no longer defer recognition of revenue and expense until the final stage of the contract. For each of our contracts, we have identified multiple performance obligations, allocated the transaction price to these obligations and will recognize revenue for each of these obligations as they are satisfied. Expenses will no longer be deferred, with the exception of commission expense, but will be recognized as incurred.

Since revenue and expense will be recognized in earlier stages of the contract, the balance sheet accounts for deferred revenue and costs will decline upon adoption of Topic 606. Due to the complexity of certain contracts, the revenue recognition treatment under the new standard will be dependent on contract-specific terms and may vary in some instances.

**Listing Services.** Amounts received for initial listing fees and additional listing fees are generally deferred and revenue is recognized over estimated service periods of six and four years, respectively. Under Topic 606, we have identified the performance obligations associated with these services and will record revenue upon satisfaction of each performance obligation. We expect to recognize initial listing fees over a shorter period on average than the current estimated service period. Since we expect to recognize revenues earlier under Topic 606, the balance sheet account for deferred revenue will decline upon adoption.

During the remainder of 2017, we will implement any required changes to our systems and processes to meet the new accounting, reporting and disclosure requirements and will update our internal controls accordingly. We will also review any new contracts entered into throughout the year. We do not believe there are any significant barriers to implementation of the new standard.

\* \* \* \* \*

### 3. Restructuring Charges

#### 2015 Restructuring Plan

During the first quarter of 2015, we performed a comprehensive review of our processes, businesses and systems in a company-wide effort to improve performance, cut costs, and reduce spending. This restructuring plan was completed in the second quarter of 2016.

The following table presents a summary of restructuring plan charges in the Condensed Consolidated Statements of Income:

|                             | June 30, 2016      |                  |
|-----------------------------|--------------------|------------------|
|                             | Three Months Ended | Six Months Ended |
|                             | (\$ in millions)   |                  |
| Severance                   | \$ 18              | \$ 22            |
| Facilities-related          | 1                  | 1                |
| Asset impairments           | 5                  | 8                |
| Other                       | 9                  | 10               |
| Total restructuring charges | \$ 33              | \$ 41            |

During the second quarter of 2016, we recognized restructuring charges totaling \$33 million, including

\* \* \* \* \*

### 4. Acquisitions

We completed the following acquisitions in 2016. Financial results of each transaction are included in our Condensed Consolidated Statements of Income from the date of each acquisition.

#### 2016 Acquisitions

|              | Purchase Consideration | Total Net Assets (Liabilities) Acquired | Total Net Deferred Tax Liability | Acquired Intangible Assets | Goodwill |
|--------------|------------------------|---|----------------------------------|----------------------------|----------|
|              | (in millions)          |   |                                  |                            |          |
| ISE          | \$ 1,070               | \$ 83                                   | \$ (185)                         | \$ 623                     | \$ 549   |
| Boardvantage | 242                    | 28                                      | (38)                             | 111                        | 141      |
| Marketwired  | 111                    | (1)                                     | (5)                              | 31                         | 86       |
| Nasdaq CXC   | 116                    | 6                                       | (20)                             | 76                         | 54       |

The amounts in the table above represent the allocation of purchase price as of June 30, 2017. The preliminary allocations of the purchase price were 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 are 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. We finalized the allocation of the purchase price for Marketwired and Nasdaq CXC in February 2017. In the second quarter of 2017, we finalized the allocation of the price for Boardvantage and ISE. There were no adjustments to the provisional values during the 12 month measurement period for Nasdaq CXC and ISE. In the second quarter of 2016, we recorded a measurement period adjustment of \$5 million related to our acquisition of Marketwired which is discussed below under “Acquisition of Marketwired.” In the second quarter of 2017, we recorded a measurement period adjustment of \$7 million related to our acquisition of Boardvantage which is discussed below under “Acquisition of Boardvantage.”

See “Intangible Assets” below for further discussion of intangible assets acquired through our 2016 acquisitions.

### ***Acquisition of ISE***

On June 30, 2016, we acquired ISE for \$1,070 million. We acquired net assets, at fair value, totaling \$83 million and recorded a net deferred tax liability of \$185 million, comprised of a deferred tax liability of \$266 million and a deferred tax asset of \$81 million, related to differences in the U.S. GAAP and tax basis of our investment in ISE. ISE is part of our Market Services, Information Services and Market Technology segments.

In May 2016, we issued the 2023 Notes and in June 2016, we issued the 2026 Notes to fund this acquisition. See “1.75% Senior Unsecured Notes,” and “3.85% Senior Unsecured Notes,” of Note 8, “Debt Obligations,” for further discussion.

### ***Acquisition of Boardvantage***

In May 2016, we acquired Boardvantage for \$242 million (\$197 million in cash paid plus \$45 million in working capital adjustments, which primarily includes cash acquired). We acquired net assets, at fair value, totaling \$28 million and recorded a net deferred tax liability of \$45 million, comprised of a deferred tax liability of \$46 million and a deferred tax asset of \$1 million, related to differences in the U.S. GAAP and tax basis of our investment in Boardvantage. This acquisition expanded our Corporate Solutions board and leadership business within our Corporate Services segment. In the second quarter of 2017, we recorded a measurement period adjustment of \$7 million to the estimated fair value of deferred tax assets to reflect a revised assessment following the receipt of new information. The adjustment resulted in an increase to deferred tax assets recorded and a decrease to goodwill. The adjustment did not result in an impact to our Condensed Consolidated Statements of Income. Boardvantage is part of our Corporate Solutions business within our Corporate Services segment.

Nasdaq borrowed \$197 million under the revolving credit commitment of a previous credit facility to fund this acquisition.

### ***Acquisition of Marketwired***

In February 2016, we acquired Marketwired for \$111 million (\$109 million in cash paid plus \$2 million in working capital adjustments). We acquired net liabilities, at fair value, totaling \$1 million and recorded a deferred tax liability of \$10 million related to differences in the U.S. GAAP and tax basis of our investment in Marketwired. In the second quarter of 2016, we recorded a measurement period adjustment of \$5 million to the estimated fair value of deferred tax liabilities to reflect a revised assessment following the receipt of new information. The adjustment resulted in a decrease to both deferred tax liabilities recorded and goodwill. The adjustment did not result in an impact to our Condensed Consolidated Statements of Income. Marketwired is part of our Corporate Solutions business within our Corporate Services segment.

Nasdaq borrowed \$109 million under the revolving credit commitment of a previous credit facility to fund this acquisition.

### ***Acquisition of Nasdaq CXC***

In February 2016, we acquired Nasdaq CXC for \$116 million (\$115 million in cash paid plus \$1 million in working capital adjustments). We acquired net assets, at fair value, totaling \$6 million and recorded a deferred tax liability of \$20 million related to differences in the U.S. GAAP and tax basis of our investment in Nasdaq CXC. Nasdaq CXC is part of our Market Services segment and our Data Products business within our Information Services segment.

Nasdaq used cash on hand and borrowed \$55 million under the revolving credit commitment of a previous credit facility to fund this acquisition.

## Intangible Assets

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

|                                | 2016             |               |              |              |
|--------------------------------|------------------|---------------|--------------|--------------|
|                                | ISE              | Boardvantage  | Marketwired  | Nasdaq CXC   |
|                                | (\$ in millions) |               |              |              |
| <b>Intangible Assets</b>       |                  |               |              |              |
| <b>Exchange registrations</b>  | \$ 467           | \$ —          | \$ —         | \$ —         |
| Discount rate used             | 8.6%             | —             | —            | —            |
| Estimated average useful life  | Indefinite       | —             | —            | —            |
| <b>Customer relationships</b>  | \$ 148           | \$ 103        | \$ 29        | \$ 76        |
| Discount rate used             | 9.1%             | 15.5%         | 16.4%        | 10.3%        |
| Estimated average useful life  | 13 years         | 14 years      | 6 years      | 17 years     |
| <b>Trade name</b>              | \$ 8             | \$ 2          | \$ 2         | \$ —         |
| Discount rate used             | 8.6%             | 15.0%         | 15.8%        | —            |
| Estimated average useful life  | Indefinite       | 1 year        | 2 years      | —            |
| <b>Technology</b>              | \$ —             | \$ 6          | \$ —         | \$ —         |
| Discount rate used             | —                | 15.5%         | —            | —            |
| Estimated average useful life  | —                | 5 years       | —            | —            |
| <b>Total intangible assets</b> | <b>\$ 623</b>    | <b>\$ 111</b> | <b>\$ 31</b> | <b>\$ 76</b> |

### Exchange Registrations

As part of our acquisition of ISE we acquired exchange registrations. The exchange registrations represent licenses that provide ISE with the ability to operate its option exchanges. Nasdaq views these intangible assets as a perpetual license to operate the exchanges so long as ISE meets its regulatory requirements. Nasdaq selected a variation of the income approach called the Greenfield Approach to value the exchange registrations. The Greenfield Approach refers to a discounted cash flow analysis that assumes the buyer is building the exchange from a start-up business to a normalized level of operations as of the acquisition date. This discounted cash flow model considers the required resources and eventual returns from the build-out of operational exchanges and the acquisition of customers, once the exchange registrations are obtained. The advantage of this approach is that it reflects the actual expectations that will arise from an investment in the registrations and it directly values the registrations. The Greenfield Approach relies on assumptions regarding projected revenues, margins, capital expenditures, depreciation, and working capital during the two year pre-trade phase, the 10 year ramp-up period, as well as the terminal period.

In developing a discount rate for the exchange registrations, we estimated a weighted-average cost of capital for the overall business and we employed this rate when discounting the cash flows. The resulting discounted cash flows were then tax-effected at the applicable statutory rate.

### Customer Relationships

As part of our acquisitions of ISE, Boardvantage, Marketwired, and Nasdaq CXC we acquired customer relationships. Customer relationships represent the non-contractual and contractual relationships with customers.

#### Methodology

For our acquisitions of ISE, Boardvantage, Marketwired and Nasdaq CXC, 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 rates used reflect 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 employed this rate when discounting the cash flows. The resulting discounted cash flows were then tax-effected at the applicable statutory rate.

For our acquisitions of Marketwired and Nasdaq CXC, 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.

#### Estimated Useful Life

We estimate the useful life based on the historical behavior of the customers and a parallel analysis of the customers using the excess earnings method.

**Pro Forma Results and Acquisition-related Costs**

The condensed consolidated financial statements for the three and six months ended June 30, 2017 and 2016 include the financial results of the above 2016 acquisitions from the date of each acquisition. Pro forma financial results have not been presented since these acquisitions both individually and in the aggregate were not material to our financial results.

Acquisition-related costs for the transactions described above were expensed as incurred and are included in merger and strategic initiatives expense in the Condensed Consolidated Statements of Income.

\* \* \* \* \*

**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, 2017:

|   | Market<br>Services | Corporate Services | Information Services | Market Technology | Total    |
|---|--------------------|--------------------|----------------------|-------------------|----------|
|   | (in millions)      |                    |                      |                   |          |
| Balance at December 31, 2016            | \$ 3,390           | \$ 674             | \$ 1,806             | \$ 157            | \$ 6,027 |
| Measurement period adjustment           | —                  | (7)                | —                    | —                 | (7)      |
| Foreign currency translation adjustment | 114                | 16                 | 74                   | 13                | 217      |
| Balance at June 30, 2017                | \$ 3,504           | \$ 683             | \$ 1,880             | \$ 170            | \$ 6,237 |

In the second quarter of 2017, we recorded a measurement period adjustment of \$7 million to the estimated fair value of deferred tax assets related to our acquisition of Boardvantage. See “Acquisition of Boardvantage,” of Note 4, “Acquisitions,” for further discussion of the Boardvantage acquisition. The adjustment was made to reflect a revised assessment of deferred tax assets following the receipt of new information. The adjustment resulted in an increase to deferred tax assets recorded and a decrease to goodwill and is reflected in the above table. The measurement period adjustment was recorded as a revision in our second quarter 2017 Condensed Consolidated Balance Sheets. The adjustment did not result in an impact to our Condensed Consolidated Statements of Income.

As of June 30, 2017, the amount of goodwill that is expected to be deductible for tax purposes in future periods is \$836 million.

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 six months ended June 30, 2017 and 2016; however, events such as extended economic weakness or unexpected significant declines in operating results of a reporting unit 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, 2017 |                          |            |   | December 31, 2016 |                          |            |   |
|---|---------------|--------------------------|------------|---|-------------------|--------------------------|------------|---|
|   | Gross Amount  | Accumulated Amortization | Net Amount | Weighted-Average Useful Life (in Years) | Gross Amount      | Accumulated Amortization | Net Amount | Weighted-Average Useful Life (in Years) |
|   | (in millions) |                          |            |   | (in millions)     |                          |            |   |
| <b>Finite-Lived Intangible Assets</b>     |               |                          |            |   |                   |                          |            |   |
| Technology                                | \$ 31         | \$ (20)                  | \$ 11      | 6                                       | \$ 38             | \$ (24)                  | \$ 14      | 5                                       |
| Customer relationships                    | 1,387         | (499)                    | 888        | 18                                      | 1,394             | (464)                    | 930        | 18                                      |
| Other                                     | 5             | (4)                      | 1          | 8                                       | 7                 | (6)                      | 1          | 6                                       |
| Foreign currency translation adjustment   | (126)         | 46                       | (80)       |   | (160)             | 58                       | (102)      |   |
| Total finite-lived intangible assets      | \$ 1,297      | \$ (477)                 | \$ 820     |   | \$ 1,279          | \$ (436)                 | \$ 843     |   |
| <b>Indefinite-Lived Intangible Assets</b> |               |                          |            |   |                   |                          |            |   |
| Exchange and clearing registrations       | \$ 1,257      | \$ —                     | \$ 1,257   |   | \$ 1,257          | \$ —                     | \$ 1,257   |   |
| Trade names                               | 129           | —                        | 129        |   | 130               | —                        | 130        |   |
| Licenses                                  | 52            | —                        | 52         |   | 52                | —                        | 52         |   |
| Foreign currency translation adjustment   | (156)         | —                        | (156)      |   | (188)             | —                        | (188)      |   |
| Total indefinite-lived intangible assets  | \$ 1,282      | \$ —                     | \$ 1,282   |   | \$ 1,251          | \$ —                     | \$ 1,251   |   |
| Total intangible assets                   | \$ 2,579      | \$ (477)                 | \$ 2,102   |   | \$ 2,530          | \$ (436)                 | \$ 2,094   |   |

Amortization expense for acquired finite-lived intangible assets was \$22 million for the three months ended June 30, 2017, \$19 million for the three months ended June 30, 2016, \$45 million for the six months ended June 30, 2017, and \$36 million for the six months ended June 30, 2016. The increase in amortization expense in 2017 compared with 2016 was primarily due to additional acquired intangible assets in the second quarter of 2016.

The estimated future amortization expense (excluding the impact of foreign currency translation adjustments of \$80 million as of June 30, 2017) of acquired finite-lived intangible assets as of June 30, 2017 is as follows:

|                     | (in millions) |
|---------------------|---------------|
| 2017 <sup>(1)</sup> | \$ 49         |
| 2018                | 90            |
| 2019                | 76            |
| 2020                | 75            |
| 2021                | 74            |
| 2022 and thereafter | 536           |
| Total               | \$ 900        |

<sup>(1)</sup> Represents the estimated amortization to be recognized for the remaining six months of 2017.

## 6. Investments

The following table presents the details of our investments:

|  | June 30, 2017 | December 31, 2016 |
|--|---------------|-------------------|
|  | (in millions) |                   |
| Trading securities                       | \$ 277        | \$ 228            |
| Available-for-sale investment securities | 23            | 17                |
| Equity method investments                | 133           | 124               |
| Cost method investments                  | 149           | 144               |

### Trading Securities

Trading securities, which are included in financial investments, at fair value in the Condensed Consolidated Balance Sheets, are primarily comprised of highly rated European government debt securities, of which \$160 million as of June 30, 2017 and \$172 million as of December 31, 2016, are assets utilized to meet regulatory capital requirements primarily for our clearing operations at Nasdaq Clearing.

### Available-for-Sale Investment Securities

Available-for-sale investment securities, which are included in financial investments, at fair value in the Condensed Consolidated Balance Sheets, are primarily comprised of short-

term certificates of deposit and commercial paper. As of June 30, 2017 and December 31, 2016, the cumulative unrealized gains and losses on these securities were immaterial.

### **Equity Method Investments**

As of June 30, 2017 and December 31, 2016, our equity method investments primarily included equity interests in OCC and EuroCCP N.V.

The carrying amounts of our equity method investments are included in other non-current assets in the Condensed Consolidated Balance Sheets.

Net income recognized from our equity interest in the earnings and losses of these equity method investments was \$2 million for the three months ended June 30, 2017, \$1 million for the three months ended June 30, 2016, \$6 million for the six months ended June 30, 2017, and \$3 million for the six months ended June 30, 2016. The increase in the three and six months ended June 30, 2017 compared with the same periods in 2016 was primarily due to our additional 20.0% ownership interest in OCC, which we acquired in connection with our acquisition of ISE on June 30, 2016, bringing our total ownership interest in OCC to 40.0%. These increases were partially offset by \$2 million of wind down costs associated with an equity method investment that was previously written off.

### **Capital Contribution to OCC**

In March 2015, in connection with being designated systemically important by the Financial Stability Oversight Council, OCC implemented a capital plan under which the options exchanges that are OCC's stockholders made new capital contributions to OCC, committed to make further capital contributions in the future under certain specified circumstances, and received certain commitments from OCC with respect to future dividend payments and related matters. Under the OCC capital plan, OCC's existing exchange stockholders, including Nasdaq and ISE, each contributed a pro-rata share of \$150 million in new equity capital. Nasdaq's and ISE's capital contributions were each \$30 million. OCC's exchange stockholders also committed to provide, as may become necessary from time to time, additional replenishment

capital on a pro-rata basis if certain capital thresholds are triggered. For its part, OCC adopted specific policies with respect to fees, customer refunds and stockholder dividends, which envision an annual dividend payment to its stockholders equal to the portion of OCC's after-tax income that exceeds OCC's capital requirements after payment of refunds to OCC's clearing members (with such customer refunds generally to constitute 50% of the portion of OCC's pre-tax income that exceeds OCC's capital requirements). After the SEC staff approved the OCC capital plan and the stockholders made their capital contributions, the plan's further effectiveness was suspended under the applicable SEC rules because certain parties petitioned the full Commission to reconsider the capital plan's approval. This stay was lifted by the SEC in September 2015, allowing OCC to implement the plan and in February 2016, the SEC issued an order approving the OCC capital plan as previously implemented and dismissed the petitions challenging that plan. The petitioners filed for a stay of the SEC's order, which would have blocked OCC from paying a dividend under the OCC capital plan. The Federal Court of Appeals for the District of Columbia Circuit, or the Court of Appeals, denied the requested stay, permitting OCC to pay a dividend which Nasdaq received in February 2016. The petitioners also appealed the SEC's order to the Court of Appeals. The Court of Appeals heard arguments on the case in March 2017. The case remains pending until the court announces its decision.

### **Cost Method Investments**

The carrying amount of our cost method investments is included in other non-current assets in the Condensed Consolidated Balance Sheets. As of June 30, 2017 and December 31, 2016, our cost method investments primarily represented our 5% ownership interest in Borsa Istanbul, and our 5% ownership interest in LCH.Clearnet Group Limited.

The Borsa Istanbul shares, which were issued to us in the first quarter of 2014, are part of the consideration received under a market technology agreement. This investment has a cost basis of \$75 million which is guaranteed to us via a put option negotiated as part of the market technology agreement.

## 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, 2017 and 2016 are reflected in the following table:

|                            | Initial Listing Revenues | Listing of Additional Shares Revenues | Annual Renewal and Other Revenues | Market Technology Revenues | Total  |
|----------------------------|--------------------------|---------------------------------------|-----------------------------------|----------------------------|--------|
| (in millions)              |                          |                                       |                                   |                            |        |
| Balance at January 1, 2017 | \$ 54                    | \$ 37                                 | \$ 57                             | \$ 185                     | \$ 333 |
| Additions                  | 7                        | 6                                     | 392                               | 89                         | 494    |
| Revenue recognized         | (8)                      | (12)                                  | (285)                             | (111)                      | (416)  |
| Translation adjustment     | —                        | —                                     | 1                                 | 14                         | 15     |
| Balance at June 30, 2017   | \$ 53                    | \$ 31                                 | \$ 165                            | \$ 177                     | \$ 426 |
| Balance at January 1, 2016 | \$ 59                    | \$ 53                                 | \$ 28                             | \$ 187                     | \$ 327 |
| Additions                  | 5                        | 7                                     | 428                               | 118                        | 558    |
| Revenue recognized         | (9)                      | (15)                                  | (284)                             | (109)                      | (417)  |
| Translation adjustment     | —                        | —                                     | 1                                 | 5                          | 6      |
| Balance at June 30, 2016   | \$ 55                    | \$ 45                                 | \$ 173                            | \$ 201                     | \$ 474 |

The additions and revenue recognized for initial listing revenues, listing of additional shares revenues and annual renewal and other revenues primarily reflect revenues from our Listing Services business within our Corporate Services segment.

For our market technology contracts, total revenues, as well as costs incurred, are deferred until significant customizations are completed and delivered. Once delivered, deferred revenue and the related deferred costs are recognized over the post-contract support period. For these market technology contracts, we have included the deferral of costs in other current assets and other non-current assets in the Condensed Consolidated Balance Sheets.

At June 30, 2017, we estimate that our deferred revenue, which is primarily corporate services and market technology revenues, will be recognized in the following years:

|                     | Initial Listing Revenues | Listing of Additional Shares Revenues | Annual Renewal and Other Revenues | Market Technology Revenues | Total  |
|---------------------|--------------------------|---------------------------------------|-----------------------------------|----------------------------|--------|
| (in millions)       |                          |                                       |                                   |                            |        |
| Fiscal year ended:  |                          |                                       |                                   |                            |        |
| 2017 <sup>(1)</sup> | \$ 8                     | \$ 10                                 | \$ 152                            | \$ 43                      | \$ 213 |
| 2018                | 15                       | 12                                    | 11                                | 44                         | 82     |
| 2019                | 13                       | 6                                     | 1                                 | 35                         | 55     |
| 2020                | 9                        | 3                                     | 1                                 | 32                         | 45     |
| 2021                | 5                        | —                                     | —                                 | 14                         | 19     |
| 2022 and thereafter | 3                        | —                                     | —                                 | 9                          | 12     |
|                     | \$ 53                    | \$ 31                                 | \$ 165                            | \$ 177                     | \$ 426 |

<sup>(1)</sup> Represents deferred revenue that is anticipated to be recognized over the remaining six months of 2017.

The timing of recognition of our deferred market technology revenues is primarily dependent upon the completion of customization and any significant modifications made pursuant to existing market technology contracts. As such, as it relates to market technology revenues, the timing represents our best estimate.

## 8. Debt Obligations

The following table presents the changes in the carrying amount of our debt obligations during the six months ended June 30, 2017:

|   | December 31, 2016 | Additions | Payments, Accretion<br>and Other | June 30, 2017 |
|---|-------------------|-----------|----------------------------------|---------------|
|   | (in millions)     |           |                                  |               |
| Short-term debt - commercial paper  | \$ —              | \$ 813    | \$ (319)                         | \$ 494        |
| Long-term debt:   |                   |           |                                  |               |
| 5.55% senior unsecured notes due January 15, 2020   | 598               | —         | —                                | 598           |
| 5.25% senior unsecured notes repaid on May 26, 2017   | 369               | —         | (369)                            | —             |
| 3.875% senior unsecured notes due June 7, 2021  | 625               | —         | 56                               | 681           |
| 4.25% senior unsecured notes due June 1, 2024   | 495               | —         | 1                                | 496           |
| 1.75% senior unsecured notes due May 19, 2023   | 622               | —         | 55                               | 677           |
| 3.85% senior unsecured notes due June 30, 2026  | 495               | —         | 1                                | 496           |
| \$400 million senior unsecured term loan facility due November 25, 2019<br>(average interest rate of 2.39% for the period January 1, 2017 through<br>June 30, 2017) | 399               | —         | (299)                            | 100           |
| \$1 billion revolving credit commitment due April 25, 2022 (average<br>interest rate of 2.40% for the period April 25, 2017 through June 30,<br>2017)               | —                 | 15        | (5)                              | 10            |
| Total long-term debt  | 3,603             | 15        | (560)                            | 3,058         |
| Total debt obligations  | \$ 3,603          | \$ 828    | \$ (879)                         | \$ 3,552      |

### Commercial Paper Program

In April 2017, we entered into a U.S. dollar commercial paper program, or the Commercial Paper Program. The Commercial Paper Program is supported by our 2017 Credit Facility which provides liquidity support for the repayment of commercial paper issued through the Commercial Paper Program. See “2017 Credit Facility” below for further discussion of our 2017 Credit Facility. The effective interest rate of commercial paper issuances fluctuate as short term interest rates and demand fluctuate. The fluctuation of these rates due to market conditions may impact our interest expense.

In May 2017, we used a combination of cash on hand and net proceeds from the sale of commercial paper to redeem all of our \$370 million aggregate principal amount of 5.25% senior unsecured notes, or the 2018 Notes. In addition, in June 2017, we used net proceeds from the sale of commercial paper to repay \$300 million of the amount outstanding on the 2016 Credit Facility. See “Early Extinguishment of 2018 Notes” and “2016 Credit Facility” below for further discussion.

As of June 30, 2017, commercial paper notes in the table above reflect the aggregate principal amount, less the unamortized discount which is being accreted through interest expense over the life of the applicable notes. The original maturities of these notes range from 14 to 91 days and the weighted-average maturity is 44 days. The weighted-average effective interest rate is 1.53% per annum.

### Senior Unsecured Notes

Our senior unsecured notes were all 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, 2017, the amounts in the table above reflect the aggregate principal amount, less the unamortized debt discount and the unamortized debt issuance costs which are being accreted through interest expense over the life of the applicable notes. Our senior unsecured notes are general unsecured obligations of ours and rank equally with all of our existing and future unsubordinated obligations and they 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.

With the exception of the 2020 Notes, upon a change of control triggering event (as defined in the various note indentures), 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.

#### 5.55% Senior Unsecured Notes

In January 2010, Nasdaq issued the 2020 Notes. The 2020 Notes pay interest semiannually at a rate of 5.55% per annum until January 15, 2020.

#### Early Extinguishment of 2018 Notes

In December 2010, Nasdaq issued the 2018 Notes. The 2018 Notes paid interest semiannually at a rate of 5.25% per annum.

In May 2017, we redeemed all of our 2018 Notes using a combination of cash on hand and net proceeds from the sale of commercial paper issued through the Commercial Paper Program. See “Commercial Paper Program” above for further discussion of our Commercial Paper Program. In connection with the early extinguishment of the 2018 Notes, we recorded a pre-tax charge of \$9 million, which primarily included a make-whole redemption price premium. This charge is included in general, administrative and other expense in the Condensed Consolidated Statements of Income for the three and six months ended June 30, 2017.

### **3.875% Senior Unsecured Notes**

In June 2013, Nasdaq issued the 2021 Notes. The 2021 Notes pay interest annually at a rate of 3.875% per annum until June 7, 2021 and such rate may vary with Nasdaq’s debt rating up to a rate not to exceed 5.875%.

The 2021 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. The increase in the carrying amount of \$56 million noted in the “Payments, Accretion and Other” column in the table above primarily reflects the translation of the 2021 Notes into U.S. dollars and is recorded in accumulated other comprehensive loss within stockholders’ equity in the Condensed Consolidated Balance Sheets as of June 30, 2017.

### **4.25% Senior Unsecured Notes**

In May 2014, Nasdaq issued the 2024 Notes. The 2024 Notes pay interest semiannually at a rate of 4.25% per annum until June 1, 2024 and such rate may vary with Nasdaq’s debt rating up to a rate not to exceed 6.25%.

### **1.75% Senior Unsecured Notes**

In May 2016, Nasdaq issued the 2023 Notes. We used the net proceeds from the 2023 Notes and the 2026 Notes to fund our acquisition of ISE. See “Acquisition of ISE,” of Note 4, “Acquisitions,” for further discussion of the ISE acquisition.

The 2023 Notes pay interest annually at a rate of 1.75% per annum until May 19, 2023 and such rate may vary with Nasdaq’s debt rating up to a rate not to exceed 3.75%.

The 2023 Notes have been designated as a hedge of our net investment in certain foreign subsidiaries to mitigate the foreign exchange rate risk associated with certain investments in these subsidiaries. The increase in the carrying amount of \$55 million noted in the “Payments, Accretion and Other” column in the table above reflects the translation of the 2023 Notes into U.S. dollars and is recorded in accumulated other comprehensive loss within stockholders’ equity in the Condensed Consolidated Balance Sheets as of June 30, 2017.

### **3.85% Senior Unsecured Notes**

In June 2016, Nasdaq issued the 2026 Notes. We used the net proceeds from the 2023 Notes and the 2026 Notes to fund our acquisition of ISE. See “Acquisition of ISE,” of Note 4, “Acquisitions,” for further discussion of the ISE acquisition.

The 2026 Notes pay interest semiannually at a rate of 3.85% per annum until June 30, 2026 and such rate may vary with Nasdaq’s debt rating up to a rate not to exceed 5.85%.

### **Credit Facilities**

As of June 30, 2017, 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 credit facility. Nasdaq is permitted to repay borrowings under our credit facilities at any time in whole or in part, without penalty. We are also required to repay loans outstanding under our credit facilities with net cash proceeds from sales of property and assets of Nasdaq and its subsidiaries (excluding inventory sales and other sales in the ordinary course of business) and casualty and condemnation proceeds, in each case subject to specified exceptions and thresholds.

Our credit facilities contain financial and operating covenants. Financial covenants include a minimum interest expense coverage ratio and 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 pay dividends. Our credit facilities allow us to pay cash dividends on our common stock. The facilities also contain customary affirmative covenants, including access to financial statements, notice of defaults and certain other material events, maintenance of business and insurance, and events of default, including cross-defaults to our material indebtedness.

### **2017 Credit Facility**

In April 2017, Nasdaq entered into the 2017 Credit Facility. The 2017 Credit Facility consists of a \$1 billion five-year revolving credit facility (with sublimits for non-dollar borrowings, swingline borrowings and letters of credit), which replaced our 2014 credit facility. See “2014 Credit Facility” below for further discussion. Nasdaq intends to use funds available under the 2017 Credit Facility for general corporate purposes and to provide liquidity support for the repayment of commercial paper issued through the Commercial Paper Program.

As of June 30, 2017, total borrowings under the 2017 Credit Facility were \$15 million. We utilized these borrowings for general corporate purposes. Of the \$985 million that is available for borrowing, \$495 million is required to provide liquidity support for the principal amount outstanding under the Commercial Paper Program as of June 30, 2017. In addition, \$1 million has been utilized for a letter of credit. As such, the total remaining amount available under the 2017 Credit Facility was \$489 million as of June 30, 2017. See “Commercial Paper Program” above for further discussion of our Commercial Paper Program.

Borrowings under the revolving credit facility of the 2017 Credit Facility pay interest monthly and swingline borrowings pay interest quarterly at a variable interest rate based on either the LIBOR or the base rate (as defined in the credit agreement) (or other applicable rate with respect to non-dollar borrowings), plus an applicable margin that varies with Nasdaq's debt rating.

The 2017 Credit Facility includes an option for Nasdaq to propose an increase in the available aggregate amount by up to \$500 million, subject to the consent of the lenders funding the increase and certain other conditions.

#### **2016 Credit Facility**

In March 2016, Nasdaq entered into the 2016 Credit Facility. In March 2016, loans in an aggregate principal amount of \$400 million were drawn under the 2016 Credit Facility and the net proceeds were used to partially repay amounts outstanding under the revolving credit commitment of the 2014 credit facility. See "2014 Credit Facility" below for further discussion of our 2014 credit facility.

Loans under the 2016 Credit Facility pay interest monthly at a variable interest rate based on either the LIBOR or the base rate (or other applicable rate with respect to non-dollar borrowings), plus an applicable margin that varies with Nasdaq's debt rating.

In June 2017, we used net proceeds from the sale of commercial paper issued through the Commercial Paper Program to repay \$300 million of the amount outstanding on the 2016 Credit Facility. The remaining amount outstanding of \$100 million is due upon maturity at November 25, 2019. See "Commercial Paper Program" above for further discussion of our Commercial Paper Program. In connection with the partial repayment of the amount outstanding on the 2016 Credit Facility, we recorded a pre-tax charge of \$1 million which related to the write-off of unamortized debt issuance costs related to the \$300 million payment. This charge is included in general, administrative and other expense in the Condensed Consolidated Statements of Income for the three and six months ended June 30, 2017.

#### **2014 Credit Facility**

In November 2014, Nasdaq entered into the 2014 credit facility. The 2014 credit facility consisted of a \$750 million revolving credit commitment (with sublimits for non-dollar borrowings, swingline borrowings and letters of credit).

Loans under the 2014 credit facility had a variable interest rate based on either the LIBOR or the base rate (as defined in the credit agreement) (or other applicable rate with respect to non-dollar borrowings), plus an applicable margin that varied with Nasdaq's debt rating.

In April 2017, Nasdaq entered into the 2017 Credit Facility which replaced the 2014 credit facility. As a result, our 2014 credit facility has been terminated. No amounts were outstanding on the 2014 credit facility during 2017. See "2017 Credit Facility" above for further discussion of our 2017 Credit Facility.

#### **Other Credit Facilities**

We also have credit facilities related to our Nasdaq Clearing operations in order to provide further liquidity. Credit facilities, which are available in multiple currencies, totaled \$182 million at June 30, 2017 and \$170 million at December 31, 2016 in available liquidity, none of which was utilized.

#### **Debt Covenants**

At June 30, 2017, 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 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. Savings plan expense included in compensation and benefits expense in the Condensed Consolidated Statements of Income was \$3 million for the three months ended June 30, 2017, \$2 million for the three months ended June 30, 2016, \$7 million for the six months ended June 30, 2017 and \$5 million for the six months ended June 30, 2016.

##### **Pension and Supplemental Executive Retirement Plans**

We maintain non-contributory, defined-benefit pension plans, non-qualified SERPs for certain senior executives and other post-retirement benefit plans for eligible employees in the U.S., collectively referred to as the Nasdaq Benefit Plans. Our pension plans and SERPs are frozen. Future service and salary for all participants do not count toward an accrual of benefits under the pension plans and SERPs. 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. The total expense for these plans is included in compensation and benefits expense in the Condensed Consolidated Statements of Income and was \$4 million for both the three months ended June 30, 2017 and 2016 and \$8 million for both the six months ended June 30, 2017 and 2016.

#### **10. Share-Based Compensation**

We have a share-based compensation program that provides our board of directors broad discretion in creating employee equity incentives. Share-based awards granted under this program include stock options, restricted stock (consisting of restricted stock units), and PSUs. For accounting purposes, we consider PSUs to be a form of restricted stock.

##### **Summary of Share-Based Compensation Expense**

The following table shows 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, 2017 and 2016 in the Condensed Consolidated Statements of Income:

|  | Three Months Ended June 30, |       | Six Months Ended June 30, |       |
|--|-----------------------------|-------|---------------------------|-------|
|  | 2017                        | 2016  | 2017                      | 2016  |
| (in millions)  |                             |       |                           |       |
| Share-based compensation expense before income taxes | \$ 19                       | \$ 19 | \$ 34                     | \$ 35 |
| Income tax benefit                                   | (8)                         | (7)   | (14)                      | (14)  |
| Share-based compensation expense after income taxes  | \$ 11                       | \$ 12 | \$ 20                     | \$ 21 |

### Common Shares Available Under Our Equity Plan

As of June 30, 2017, we had approximately 5.6 million shares of common stock authorized for future issuance under our Equity Plan.

### Restricted Stock

We grant restricted stock to most active employees. The grant date fair value of restricted stock awards is based on the closing price at the date of grant less the present value of future cash dividends. Restricted stock awards granted generally vest 25.0% on the second anniversary of the grant date, 25.0% on the third anniversary of the grant date, and 50.0% on the fourth anniversary of the grant date. We generally recognize compensation expense for restricted stock awards on a straight-line basis over the requisite service period of the award, taking into account an estimated forfeiture rate.

### Summary of Restricted Stock Activity

The following table summarizes our restricted stock activity for the six months ended June 30, 2017:

|                                      | Restricted Stock |  |
|--------------------------------------|------------------|--|
|                                      | Number of Awards | Weighted-Average Grant Date Fair Value |
| Unvested balances at January 1, 2017 | 2,560,578        | \$ 45.92                               |
| Granted                              | 610,357          | 65.89                                  |
| Vested                               | (469,431)        | 44.05                                  |
| Forfeited                            | (135,637)        | 49.15                                  |
| Unvested balances at June 30, 2017   | 2,565,867        | \$ 50.84                               |

At June 30, 2017, \$63 million of total unrecognized compensation cost related to restricted stock is expected to be recognized over a weighted-average period of 1.9 years.

### PSUs

The grant date fair value of PSUs is based on the closing price at the date of grant less the present value of future cash dividends. PSUs are based on performance measures that impact the amount of shares that each recipient will receive upon vesting. We report the target number of PSUs granted, unless we have determined that it is more likely than not, based on the actual achievement of performance measures, that an

employee will receive a different amount of shares underlying the PSUs, in which case we report the amount of shares the employee is likely to receive. We have two performance-based long-term PSU programs for certain officers, a one-year performance-based program and a three-year cumulative performance-based program that focuses on TSR.

### One-Year PSU Program

Under the one-year performance-based program, an employee may receive from 0.0% to 150.0% of the target amount granted, depending on the achievement of performance measures. These awards vest ratably on an annual basis over a three-year period commencing with the end of the performance period. Compensation cost is recognized over the performance period and the three-year vesting period, taking into account an estimated forfeiture rate.

During 2016, certain grants of PSUs with a one-year performance period exceeded the applicable performance parameters. As a result, an additional 56,533 units above target were considered granted in the first quarter of 2017 and are included in the below table.

### Three-Year PSU Program

Under the three-year performance-based program, each individual receives PSUs with a three-year cumulative performance period that vest at the end of the performance period. Compensation cost is recognized over the three-year vesting period. 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. 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 payout 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 payout will not exceed 100.0% of the number of PSUs granted. We estimate the fair value of PSU's granted under the three-year PSU program using the Monte Carlo simulation model, as these awards contain a market condition.

Certain grants of PSUs that were issued in 2014 with a three-year performance period exceeded the applicable performance parameters. As a result, an additional 538,892 units above target were considered granted in the first quarter of 2017 and are included in the below table.

The following weighted-average assumptions were used to determine the weighted-average fair values of the PSU awards granted under the three-year PSU program for the six months ended June 30, 2017 and 2016:

|   | Six Months Ended<br>June 30, |         |
|---|------------------------------|---------|
|   | 2017                         | 2016    |
| Weighted-average risk free interest rate <sup>(1)</sup> | 1.44%                        | 0.84%   |
| Expected volatility <sup>(2)</sup>                      | 19.2%                        | 21.0%   |
| Weighted-average grant date share price                 | \$69.45                      | \$66.36 |
| Weighted-average fair value at grant date               | \$81.57                      | \$93.30 |

(1) The risk-free interest rate for periods within the expected life of the award is based on the U.S. Treasury yield curve in effect at the time of grant.

(2) We use historic volatility for PSU awards issued under the three-year PSU program, as implied volatility data could not be obtained for all the companies in the peer groups used for relative performance measurement within the program.

In addition, the annual dividend assumption utilized in the Monte Carlo simulation model is based on Nasdaq's dividend yield at the date of grant.

### Summary of PSU Activity

The following table summarizes our PSU activity for the six months ended June 30, 2017:

|                                      | PSUs             |  |                    |  |
|--------------------------------------|------------------|--|--------------------|--|
|                                      | One-Year Program |  | Three-Year Program |  |
|                                      | Number of Awards | Weighted-Average Grant Date Fair Value | Number of Awards   | Weighted-Average Grant Date Fair Value |
| Unvested balances at January 1, 2017 | 378,766          | \$ 52.55                               | 1,314,668          | \$ 63.18                               |
| Granted                              | 195,847          | 65.49                                  | 803,189            | 55.55                                  |
| Vested                               | (10,729)         | 53.72                                  | (1,079,925)        | 42.83                                  |
| Forfeited                            | (34,703)         | 54.27                                  | (24,178)           | 88.98                                  |
| Unvested balances at June 30, 2017   | 529,181          | \$ 57.20                               | 1,013,754          | \$ 78.20                               |

At June 30, 2017, \$13 million of total unrecognized compensation cost related to the one-year PSU program is expected to be recognized over a weighted-average period of 1.6 years. For the three-year PSU program, \$33 million of total unrecognized compensation cost is expected to be recognized over a weighted-average period of 1.6 years.

### Stock Options

The fair value of stock options are estimated using the Black-Scholes option-pricing model. Each grant has a 10-year life. In January 2017, our CEO received 268,817 performance-based non-qualified stock options which will vest annually over a three-year period, starting at the date of the grant with each

vesting contingent upon the achievement of performance parameters. There were no stock option awards granted during the six months ended June 30, 2016.

### Summary of Stock Option Activity

A summary of stock option activity for the six months ended June 30, 2017 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 January 1, 2017 | 1,406,371               | \$ 22.32                        | 2.65   | \$ 63                                   |
| Granted                        | 268,817                 | 66.68                           |  |   |
| Exercised                      | (1,034,161)             | 21.72                           |  |   |
| Forfeited                      | (578)                   | 22.23                           |  |   |
| Outstanding at June 30, 2017   | 640,449                 | \$ 41.90                        | 5.48   | \$ 19                                   |
| Exercisable at June 30, 2017   | 371,632                 | \$ 23.98                        | 2.66   | \$ 18                                   |

We received net cash proceeds of \$21 million from the exercise of 993,745 stock options for the three months ended June 30, 2017 and received net cash proceeds of \$22 million from the exercise of 1,034,161 stock options for the six months ended June 30, 2017. We received net cash proceeds of \$19 million from the exercise of 540,656 stock options for the three months ended June 30, 2016 and received net cash proceeds of \$21 million from the exercise of 627,467 stock options for the six months ended June 30, 2016.

The aggregate intrinsic value in the above table represents the total pre-tax intrinsic value (i.e., the difference between our closing stock price on June 30, 2017 of \$71.49 and the exercise price, times the number of shares) based on stock options with an exercise price less than Nasdaq's closing price of \$71.49 as of June 30, 2017, which would have been received by the option holders had the option holders exercised their stock options on that date. This amount can change based on the fair market value of our common stock. The total number of in-the-money stock options exercisable as of June 30, 2017 was 0.4 million. As of June 30, 2016, 2.0 million outstanding stock options were exercisable and the weighted-average exercise price was \$25.94.

The total pre-tax intrinsic value of stock options exercised was \$49 million for the three months ended June 30, 2017 and \$17 million for the three months ended June 30, 2016, \$51 million for the six months ended June 30, 2017 and \$20 million for the six months ended June 30, 2016.

**ESPP**

We have an ESPP under which approximately 2.2 million shares of our common stock have been reserved for future issuance as of June 30, 2017. 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 which totaled \$1 million for both the three months ended June 30, 2017 and 2016 and \$2 million for both the six months ended June 30, 2017 and 2016.

**11. Nasdaq Stockholders' Equity****Common Stock**

At June 30, 2017, 300,000,000 shares of our common stock were authorized, 171,027,324 shares were issued and 166,392,912 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 person 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 cancelled. When treasury shares are reissued, they are recorded at the average cost of the treasury shares acquired. We held 4,634,412 shares of common stock in treasury as of June 30, 2017 and 3,921,718 shares as of December 31, 2016, most of which are related to shares of our common stock repurchased for the settlement of employee tax withholding obligations arising from the vesting of restricted stock.

**Share Repurchase Program**

In the fourth quarter of 2014, our board of directors authorized the repurchase of up to \$500 million of our outstanding common stock and in the first quarter of 2016, our board of directors authorized the repurchase of an additional \$370 million of our

outstanding common stock under our share repurchase program.

These purchases may be made from time to time at prevailing market prices in open market purchases, privately-negotiated transactions, block purchase techniques or otherwise, as determined by our management. The purchases are primarily funded from existing cash balances. The share repurchase program may be suspended, modified or discontinued at any time.

There were no shares repurchased during the second quarter of 2017.

The following table summarizes our share repurchase activity:

|  | Six Months Ended June 30, |          |
|--|---------------------------|----------|
|  | 2017                      | 2016     |
| Number of shares of common stock repurchased | 2,215,755                 | 746,840  |
| Average price paid per share                 | \$ 70.64                  | \$ 60.37 |
| Total purchase price (in millions)           | \$ 156                    | \$ 45    |

As discussed above in "Common Stock in Treasury, at Cost," shares repurchased under our share repurchase program are currently retired and cancelled. As of June 30, 2017, the remaining amount authorized for share repurchases under the program was \$273 million.

**Other Repurchases of Common Stock**

During the first six months of 2017, we repurchased 710,892 shares of our common stock in settlement of employee tax withholding obligations arising from the vesting of restricted stock.

**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. At June 30, 2017 and December 31, 2016, no shares of preferred stock were issued or outstanding.

## Cash Dividends on Common Stock

During the six months ended June 30, 2017, our board of directors declared the following cash dividends:

| Declaration Date | Dividend Per Common Share | Record Date    | Total Amount Paid | Payment Date   |
|------------------|---------------------------|----------------|-------------------|----------------|
|                  |                           |                | (in millions)     |                |
| January 30, 2017 | \$ 0.32                   | March 17, 2017 | \$ 53             | March 31, 2017 |
| April 25, 2017   | 0.38                      | June 16, 2017  | 63                | June 30, 2017  |
|                  |                           |                | \$ 116            |                |

The total amount paid of \$116 million was recorded in retained earnings in the Condensed Consolidated Balance Sheets at June 30, 2017.

In July 2017, the board of directors declared a regular quarterly cash dividend of \$0.38 per share on our outstanding common stock. The dividend is payable on September 29, 2017 to shareholders of record at the close of business on September 15, 2017. The estimated amount of this dividend is \$63 million. In April 2017, the board of directors declared a regular quarterly cash dividend of \$0.38 per share on our outstanding common stock which reflects a 19.0% increase from our prior quarterly cash dividend of \$0.32. Future declarations of quarterly dividends and the establishment of future record and payment dates are subject to approval by the board of directors.

In April 2017, our board of directors adopted a dividend policy with the intention to provide shareholders with regular and growing dividends over the long term as earnings and cash flow grow.

## 12. Earnings Per Share

The following table sets forth the computation of basic and diluted earnings per share:

|   | Three Months Ended June 30,                       |             | Six Months Ended June 30, |             |
|---|---|-------------|---------------------------|-------------|
|   | 2017  | 2016        | 2017                      | 2016        |
|   | (in millions, except share and per share amounts) |             |                           |             |
| <b>Numerator:</b>   |   |             |                           |             |
| Net income attributable to common shareholders                            | \$ 147  | \$ 70       | \$ 317                    | \$ 202      |
| <b>Denominator:</b>   |   |             |                           |             |
| Weighted-average common shares outstanding for basic earnings per share   | 165,415,989                                       | 165,018,990 | 165,941,611               | 164,650,341 |
| Weighted-average effect of dilutive securities:                           |   |             |                           |             |
| Employee equity awards  | 3,072,316   | 3,186,818   | 3,410,429                 | 3,582,688   |
| Weighted-average common shares outstanding for diluted earnings per share | 168,488,305                                       | 168,205,808 | 169,352,040               | 168,233,029 |
| <b>Basic and diluted earnings per share:</b>                              |   |             |                           |             |
| Basic earnings per share  | \$ 0.89   | \$ 0.42     | \$ 1.91                   | \$ 1.23     |
| Diluted earnings per share  | \$ 0.87   | \$ 0.42     | \$ 1.87                   | \$ 1.20     |

Stock options to purchase 640,449 shares of common stock and 4,108,802 shares of restricted stock and PSUs were outstanding at June 30, 2017. For the three months ended June 30, 2017, we included 371,632 of the outstanding stock options and 3,829,256 shares of restricted stock and PSUs in the computation of diluted earnings per share, on a weighted-average basis, as their inclusion was dilutive. For the six months ended June 30, 2017, we included 371,632 of the outstanding stock options and 3,474,721 shares of restricted stock and PSUs in the computation of diluted earnings per share, on a weighted-average basis, as their inclusion was dilutive. The remaining

stock options, shares of restricted stock and PSUs are antidilutive, and as such, they were properly excluded.

Stock options to purchase 1,999,020 shares of common stock and 4,603,954 shares of restricted stock and PSUs were outstanding at June 30, 2016. For the three months ended June 30, 2016, we included all of the outstanding stock options and 4,229,100 shares of restricted stock and PSUs in the computation of diluted earnings per share, on a weighted-average basis, as their inclusion was dilutive. For the six months ended June 30, 2016, we included all of the outstanding stock

options and 3,858,076 shares of restricted stock and PSUs in the computation of diluted earnings per share, on a weighted-average basis, as their inclusion was dilutive. The remaining shares of restricted stock and PSUs are antidilutive, and as such, they were properly excluded.

### 13. Fair Value of Financial Instruments

The following table presents our financial assets that are measured at fair value on a recurring basis as of June 30, 2017 and December 31, 2016. We did not have any financial liabilities measured at fair value on a recurring basis as of June 30, 2017 and December 31, 2016.

|   | June 30, 2017   |                 |               |             |
|---|-----------------|-----------------|---------------|-------------|
|   | Total           | Level 1         | Level 2       | Level 3     |
|   | (in millions)   |                 |               |             |
| Financial investments, at fair value        | \$ 300          | \$ 277          | \$ 23         | \$ —        |
| Default fund and margin deposit investments | 1,991           | 1,488           | 503           | —           |
| <b>Total</b>                                | <b>\$ 2,291</b> | <b>\$ 1,765</b> | <b>\$ 526</b> | <b>\$ —</b> |

|   | December 31, 2016 |                 |               |             |
|---|-------------------|-----------------|---------------|-------------|
|   | Total             | Level 1         | Level 2       | Level 3     |
|   | (in millions)     |                 |               |             |
| Financial investments, at fair value        | \$ 245            | \$ 228          | \$ 17         | \$ —        |
| Default fund and margin deposit investments | 1,900             | 1,763           | 137           | —           |
| <b>Total</b>                                | <b>\$ 2,145</b>   | <b>\$ 1,991</b> | <b>\$ 154</b> | <b>\$ —</b> |

Our Level 1 financial investments, at fair value were primarily comprised of trading securities, mainly highly rated European government debt securities. Of these securities, \$160 million as of June 30, 2017 and \$172 million as of December 31, 2016 are assets utilized to meet regulatory capital requirements, primarily for our clearing operations at Nasdaq Clearing. Level 2 financial investments, at fair value were primarily comprised of available-for-sale investment securities in short-term certificates of deposit and commercial paper as of June 30, 2017 and were primarily comprised of available-for-sale investment securities in short-term commercial paper as of December 31, 2016.

Our default fund and margin deposit investments include cash contributions invested by Nasdaq Clearing, in accordance with its investment policy. Of the total balance of \$3,671 million recorded in the Condensed Consolidated Balance Sheets as of June 30, 2017, \$1,488 million of cash contributions have been invested in highly rated European, and to a lesser extent, U.S. government debt securities or central bank certificates and \$503 million of cash contributions have been invested in reverse repurchase agreements. The remainder of this balance is held in cash. Of the total balance of \$3,301 million recorded in the

Condensed Consolidated Balance Sheets as of December 31, 2016, \$137 million of cash contributions have been invested in reverse repurchase agreements and \$1,763 million of cash contributions have been invested in highly rated European, and to a lesser extent, U.S. government debt securities and central bank certificates. The remainder of this balance is held in cash. See Note 14, “Clearing Operations,” for further discussion of default fund contributions and margin deposits.

There were no transfers between Level 1 and Level 2 of the fair value hierarchy as of June 30, 2017 and December 31, 2016.

### 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, 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.

In addition, our investments in OCC and EuroCCP N.V. are accounted for under the equity method of accounting and our investments in Borsa Istanbul and LCH.Clearnet Group Limited are carried at cost. See “Equity Method Investments,” and “Cost Method Investments,” of Note 6, “Investments,” for further discussion.

We also consider our debt obligations to be financial instruments. The fair value of our debt obligations, utilizing discounted cash flow analyses for our floating rate debt and prevailing market rates for our fixed rate debt, was \$3.8 billion at both June 30, 2017 and December 31, 2016. The discounted cash flow analyses are based on borrowing rates currently available to us for debt with similar terms and maturities. The fair value of our commercial paper approximates the carrying value since the rates of interest on this short-term debt approximate market rates as of June 30, 2017. 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.”

### 14. Clearing Operations

#### Nasdaq Clearing

Nasdaq Clearing is authorized and supervised under EMIR as a multi-asset clearinghouse by the SFSA and is authorized to conduct clearing operations in Norway by the Norwegian Ministry of Finance. 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, freight and fuel oil derivatives, iron ore derivatives and seafood derivatives.

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, clearing members' open positions are aggregated to create a single portfolio for which default fund and margin collateral requirements are calculated. See "Default Fund Contributions and Margin Deposits" below for further discussion of Nasdaq Clearing's default fund and margin requirements.

Nasdaq Clearing maintains four member sponsored default funds: one related to financial markets, one related to commodities markets, one related to the seafood market, and a mutualized fund. 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. Simultaneously, a mutualized default fund provides capital efficiencies to Nasdaq Clearing's members with regard to total regulatory capital required. See "Default Fund Contributions" below for further discussion of Nasdaq Clearing's default fund. Power of assessment and a liability waterfall also have been implemented. See "Power of Assessment" and "Liability Waterfall" below for further discussion. These requirements ensure the alignment of risk between Nasdaq Clearing and its clearing members.

#### Default Fund Contributions and Margin Deposits

As of June 30, 2017, clearing member default fund contributions and margin deposits were as follows:

|                            | June 30, 2017      |                        |                     |
|----------------------------|--------------------|------------------------|---------------------|
|                            | Cash Contributions | Non-Cash Contributions | Total Contributions |
|                            | (in millions)      |                        |                     |
| Default fund contributions | \$ 334             | \$ 127                 | \$ 461              |
| Margin deposits            | 3,337              | 4,409                  | 7,746               |
| <b>Total</b>               | <b>\$ 3,671</b>    | <b>\$ 4,536</b>        | <b>\$ 8,207</b>     |

In accordance with its investment policy, of the total cash contributions of \$3,671 million, Nasdaq Clearing has invested \$1,488 million in highly rated European, and to a lesser extent, U.S. government debt securities or central bank certificates and cash contributions of \$503 million in reverse repurchase agreements. The remainder of this balance is held in cash. Of the total default fund contributions of \$461 million, Nasdaq Clearing can utilize \$395 million as capital resources in the event of a counterparty default. The remaining balance of \$66 million pertains to member posted surplus balances.

#### Default Fund Contributions

Contributions made 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 held in cash or invested by Nasdaq Clearing, in accordance with its investment policy, either in highly rated government debt securities, time deposits, central bank certificates or reverse repurchase agreements with highly rated government debt securities as collateral. 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. Assets pledged are held at a nominee account in Nasdaq Clearing's name for the benefit of the clearing members and are immediately accessible by Nasdaq Clearing in the event of a default. 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, 2017, Nasdaq Clearing committed capital totaling \$118 million to the liability waterfall and overall regulatory capital, in the form of government debt securities, which are recorded as financial investments, at fair value in the Condensed Consolidated Balance Sheets. The combined regulatory capital of the clearing members and Nasdaq Clearing will serve to secure the obligations of a clearing member 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. These cash deposits are recorded in default funds and margin deposits in the Condensed Consolidated Balance Sheets as both a current

asset and 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. Assets pledged are held at a nominee account in Nasdaq Clearing's name for the benefit of the clearing members and are immediately accessible by Nasdaq Clearing in the event of a default.

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 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 is comprised of policies, procedures, standards and financial resources. The level of regulatory capital is determined in accordance with Nasdaq Clearing's regulatory capital 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 traded 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, the estimated liability was nominal and no liability was recorded as of June 30, 2017.

The market value of derivative contracts outstanding prior to netting was as follows:

|  | June 30, 2017 |              |
|--|---------------|--------------|
|  | (in millions) |              |
| Commodity and seafood options, futures and forwards <sup>(1)(2)(3)</sup> | \$            | 578          |
| Fixed-income options and futures <sup>(1)(2)</sup>                       |               | 700          |
| Stock options and futures <sup>(1)(2)</sup>                              |               | 130          |
| Index options and futures <sup>(1)(2)</sup>                              |               | 185          |
| <b>Total</b>   | <b>\$</b>     | <b>1,593</b> |

<sup>(1)</sup> 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.
- (2) We determined the fair value of our futures contracts based upon quoted market prices and average quoted market yields.
  - (3) We determined the fair value of our forward contracts using standard valuation models that were based on market-based observable inputs including LIBOR rates and the spot price of the underlying instrument.

The total number of derivative contracts cleared through Nasdaq Clearing for the six months ended June 30, 2017 and 2016 was as follows:

|  | June 30, 2017     | June 30, 2016     |
|--|-------------------|-------------------|
| Commodity and seafood options, futures and forwards <sup>(1)</sup> | 1,397,771         | 1,790,752         |
| Fixed-income options and futures                                   | 10,160,127        | 7,942,528         |
| Stock options and futures  | 13,526,164        | 16,193,401        |
| Index options and futures  | 21,616,323        | 26,709,292        |
| <b>Total</b>   | <b>46,700,385</b> | <b>52,635,973</b> |

- (1) The total volume in cleared power related to commodity contracts was 647 Terawatt hours (TWh) for the six months ended June 30, 2017 and 875 TWh for the six months ended June 30, 2016.

The outstanding contract value of resale and repurchase agreements was \$4.4 billion as of June 30, 2017 and \$5.5 billion at June 30, 2016. The total number of contracts cleared was 3,953,901 for the six months ended June 30, 2017 and was 3,895,795 for the six months ended June 30, 2016.

### 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 100.0% 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 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 \$19 million at June 30, 2017;

- 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;
- senior capital contributed to each specific market by Nasdaq Clearing, calculated in accordance with clearinghouse rules, which totaled \$24 million at June 30, 2017; and
- mutualized default fund, which includes capital contributions of the clearing members on a pro-rata basis.

If additional funds are needed after utilization of the mutualized default fund, 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.

## 15. 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 \$13 million at June 30, 2017 and at December 31, 2016. As discussed in "Other Credit Facilities," of Note 8, "Debt Obligations," clearing-related credit facilities, which are available in multiple currencies, totaled \$182 million at June 30, 2017 and \$170 million at December 31, 2016, in available liquidity, none of which was utilized.

Execution Access is an introducing broker which operates the trading platform for our Fixed Income business to trade in U.S. Treasury securities. Execution Access has a clearing arrangement with Cantor Fitzgerald. As of June 30, 2017, we have contributed \$19 million of clearing deposits to Cantor Fitzgerald in connection with this clearing arrangement. These deposits are recorded in other current assets in our Condensed Consolidated Balance Sheets. Some of the trading activity in Execution Access is cleared by Cantor Fitzgerald through the Fixed Income Clearing Corporation. Execution Access assumes the counterparty risk of clients that do not clear through the Fixed Income Clearing Corporation. Counterparty risk of clients exists for Execution Access between the trade date and the settlement date of the individual transactions, which is one business day. All of Execution Access' obligations under the clearing arrangement with Cantor Fitzgerald are guaranteed by Nasdaq. Counterparties that do not clear through the Fixed Income Clearing Corporation are subject to a credit due diligence process and may be required to post collateral, provide principal letters, or provide other forms of credit enhancement

to Execution Access for the purpose of mitigating counterparty risk.

We believe that the potential for us to be required to make payments under these arrangements is mitigated through the pledged collateral and our risk management policies. Accordingly, no contingent liability is recorded in the Condensed Consolidated Balance Sheets for these arrangements.

### Lease Commitments

We lease some of our office space under non-cancelable operating leases with third parties and sublease office space to third parties. Some of our lease agreements contain renewal options and escalation clauses based on increases in property taxes and building operating costs.

### Other Guarantees

We have provided other guarantees of \$3 million as of June 30, 2017 and December 31, 2016. These guarantees are primarily related to obligations for our rental and leasing contracts as well as performance guarantees on certain market technology contracts related to the delivery of software technology and support services. We have received financial guarantees from various financial institutions to support the above 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.

### Non-Cash Contingent Consideration

As part of the purchase price consideration of a prior acquisition, we have agreed to future annual issuances of 992,247 shares of Nasdaq common stock which approximated certain tax benefits associated with the transaction. Such contingent future issuances of Nasdaq common stock will be paid ratably through 2027 if Nasdaq's total gross revenues equal or exceed \$25 million in each such year. The contingent future issuances of Nasdaq common stock are subject to anti-dilution protections and acceleration upon certain events.

### Escrow Agreements

In connection with prior acquisitions, we entered into escrow agreements to secure the payment of post-closing adjustments and to ensure other closing conditions. At June 30, 2017, these escrow agreements provide for future payment of \$28 million

and are included in other current liabilities in the Condensed Consolidated Balance Sheets.

### **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**

As previously disclosed, we were named as a defendant in a putative class action, *Rabin v. NASDAQ OMX PHLX LLC, et al.*, No. 15-551 (E.D. Pa.), filed in 2015 in the United States District Court for the Eastern District of Pennsylvania. On April 21, 2016, the court entered an order granting our motion to dismiss the complaint. The plaintiff appealed the dismissal to the Court of Appeals for the Third Circuit on May 18, 2016. Given that the complaint was dismissed at the preliminary stage of the proceeding, we are unable to estimate what, if any, liability may result from this litigation. However, we believe (as the district court concluded) that the claims are without merit, and we intend to defend the dismissal on appeal vigorously.

We also are named as one of many defendants in *City of Providence v. BATS Global Markets, Inc., et al.*, 14 Civ. 2811 (S.D.N.Y.), which was filed on April 18, 2014 in the United States District Court for the Southern District of New York. The district court appointed lead counsel, who filed an amended complaint on September 2, 2014. The amended complaint names as defendants seven national exchanges, as well as Barclays PLC, which operated a private alternative trading system. On behalf of a putative class of securities traders, the plaintiffs allege that the defendants engaged in a scheme to manipulate the markets through high-frequency trading; the amended complaint asserts claims against us under Section 10(b) of the Exchange Act and Rule 10b-5, as well as under Section 6(b) of the Exchange Act. We filed a motion to dismiss the amended complaint on November 3, 2014. In response, the plaintiffs filed a second amended complaint on November 24, 2014, which names the same defendants and alleges essentially the same violations. We then filed a motion to dismiss the second amended complaint on January 23, 2015. On August 26, 2015, the district court entered an order dismissing the second amended complaint in its entirety with prejudice, concluding that most of the plaintiffs' theories were foreclosed

by absolute immunity and in any event that the plaintiffs failed to state any claim. The plaintiffs have appealed the judgment of dismissal to the United States Court of Appeals for the Second Circuit. The Second Circuit heard oral argument on August 24, 2016. On August 25, 2016, the Second Circuit issued an order requesting the SEC's views on whether the district court had subject-matter jurisdiction over the case, and whether the defendants are immune from suit regarding the challenged conduct. The SEC filed its brief on November 28, 2016. The exchanges and plaintiffs filed supplemental briefs responding to the SEC's brief on December 12, 2016. Given the preliminary nature of the proceedings, and particularly the fact that the complaints have been dismissed, we are unable to estimate what, if any, liability may result from this litigation. However, we believe (as the district court concluded) that the claims are without merit and will continue to litigate vigorously.

Except as disclosed above and in 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 inquiry and oversight. These matters could result in censures, fines, penalties or other sanctions. Management believes the outcome of any resulting actions will not have a material impact on its consolidated financial position or results of operations. However, Nasdaq is 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.

## 16. Business Segments

We manage, operate and provide our products and services in four business segments: Market Services, Corporate Services, Information Services and Market Technology. See Note 1, “Organization and Nature of Operations,” for further discussion of our reportable segments.

Our management allocates resources, assesses performance and manages these businesses as four 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.

The following table presents certain information regarding our operating segments for the three and six months ended June 30, 2017 and 2016:

|  | Market Services | Corporate Services | Information Services | Market Technology | Corporate Items | Consolidated |
|--|-----------------|--------------------|----------------------|-------------------|-----------------|--------------|
|  | (in millions)   |                    |                      |                   |                 |              |
| <b>Three Months Ended June 30, 2017</b>  |                 |                    |                      |                   |                 |              |
| Total revenues                           | \$ 620          | \$ 164             | \$ 144               | \$ 72             | \$ —            | \$ 1,000     |
| Transaction-based expenses               | (398)           | —                  | —                    | —                 | —               | (398)        |
| Revenues less transaction-based expenses | 222             | 164                | 144                  | 72                | —               | 602          |
| Operating income (loss)                  | \$ 121          | \$ 45              | \$ 105               | \$ 16             | \$ (43)         | \$ 244       |
| <b>Three Months Ended June 30, 2016</b>  |                 |                    |                      |                   |                 |              |
| Total revenues                           | \$ 532          | \$ 162             | \$ 134               | \$ 69             | \$ —            | \$ 897       |
| Transaction-based expenses               | (338)           | —                  | —                    | —                 | —               | (338)        |
| Revenues less transaction-based expenses | 194             | 162                | 134                  | 69                | —               | 559          |
| Operating income (loss)                  | \$ 105          | \$ 41              | \$ 96                | \$ 17             | \$ (85)         | \$ 174       |
| <b>Six Months Ended June 30, 2017</b>    |                 |                    |                      |                   |                 |              |
| Total revenues                           | \$ 1,226        | \$ 325             | \$ 282               | \$ 138            | \$ —            | \$ 1,971     |
| Transaction-based expenses               | (786)           | —                  | —                    | —                 | —               | (786)        |
| Revenues less transaction-based expenses | 440             | 325                | 282                  | 138               | —               | 1,185        |
| Operating income (loss)                  | \$ 241          | \$ 88              | \$ 207               | \$ 28             | \$ (72)         | \$ 492       |
| <b>Six Months Ended June 30, 2016</b>    |                 |                    |                      |                   |                 |              |
| Total revenues                           | \$ 1,104        | \$ 305             | \$ 268               | \$ 126            | \$ —            | \$ 1,803     |
| Transaction-based expenses               | (710)           | —                  | —                    | —                 | —               | (710)        |
| Revenues less transaction-based expenses | 394             | 305                | 268                  | 126               | —               | 1,093        |
| Operating income (loss)                  | \$ 218          | \$ 75              | \$ 193               | \$ 27             | \$ (120)        | \$ 393       |

Certain amounts are allocated to corporate items in our management reports based on the decision that those activities should not be used to evaluate the segment’s ongoing operating performance. The following items are allocated to corporate items for segment reporting purposes:

*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. Management does not consider intangible asset amortization expense 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

intangible asset amortization expense provide management with a more useful representation of our segment’s ongoing activity in each period.

*Restructuring charges:* Restructuring charges are associated with our 2015 restructuring plan to improve performance, cut costs and reduce spending and as of June 30, 2016 are primarily related to (i) severance and other termination benefits, (ii) asset impairment charges, and (iii) other charges. We do not allocate these restructuring costs because they do not contribute to a meaningful evaluation of a particular segment’s ongoing operating performance.

*Merger and strategic initiatives expense:* We have pursued various strategic initiatives and completed a number of acquisitions 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. The frequency and the amount of such expenses vary significantly based on

the size, timing and complexity of the transaction. Accordingly, we do not allocate these costs for purposes of disclosing segment results because they do not contribute to a meaningful evaluation of a particular segment's ongoing operating performance.

*Other significant items:* We have excluded certain other charges or gains that are the result of other non-comparable events to measure operating performance. For the three and six months ended June 30, 2017, other significant items included loss on

extinguishment of debt. For the three and six months ended June 30, 2016, other significant items include the release of a sublease loss reserve due to the early exit of a facility. We believe the exclusion of such amounts allows management and investors to better understand the financial results of Nasdaq.

\* \* \* \* \*

A summary of our corporate items is as follows:

|  | Three Months Ended June 30, |              | Six Months Ended June 30, |               |
|--|-----------------------------|--------------|---------------------------|---------------|
|  | 2017                        | 2016         | 2017                      | 2016          |
|  | (in millions)               |              |                           |               |
| Amortization expense of acquired intangible assets | \$ 22                       | \$ 19        | \$ 45                     | \$ 36         |
| Restructuring charges                              | —                           | 33           | —                         | 41            |
| Merger and strategic initiatives expense           | 11                          | 35           | 17                        | 44            |
| Loss on extinguishment of debt                     | 10                          | —            | 10                        | —             |
| Sublease loss reserve                              | —                           | (2)          | —                         | (2)           |
| Other  | —                           | —            | —                         | 1             |
| <b>Total</b>                                       | <b>\$ 43</b>                | <b>\$ 85</b> | <b>\$ 72</b>              | <b>\$ 120</b> |

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

## 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.

### Business Overview

We are a leading provider of trading, clearing, exchange technology, regulatory, securities listing, information and public company services. Our global offerings are diverse and include trading and clearing across multiple asset classes, trade management services, data products, financial indexes, capital formation solutions, corporate solutions, and market technology products and services. Our technology powers markets across the globe, supporting equity derivative trading, clearing and settlement, cash equity trading, fixed income trading and many other functions.

### Business Environment

We serve listed companies, market participants and investors by providing derivative, commodities, cash equity, and fixed income markets, thereby facilitating economic growth and corporate entrepreneurship. We provide market technology to exchanges, clearing organizations and central securities depositories around the world. We also offer companies and other organizations access to innovative products, software solutions and services that increase transparency, mitigate risk, improve board efficiency and facilitate better corporate governance. In broad terms, our business performance is impacted by a number of drivers including macroeconomic events affecting the risk and return of financial assets, investor sentiment, government and private sector demands for capital, the regulatory environment for capital markets, changing technology, particularly in the financial services industry, and changes in investment patterns and priorities. Our future revenues and net income will continue to be influenced by a number of domestic and international economic trends including, among others:

- Trading volumes and values in equity derivative, cash equity and FICC, which are driven primarily by overall macroeconomic conditions;
- The number of companies seeking equity financing, which is affected by factors such as investor demand, the global economy, and availability of diverse sources of financing, as well as tax and regulatory policies;
- The demand for information about, or access to, our markets, which is dependent on the products we trade, our importance as a liquidity center, and the quality and pricing of our data and trade management services;
- The demand by companies and other organizations for the products sold by our Corporate Solutions business, which is largely driven by the overall state of the economy and the attractiveness of our offerings;

- The demand for licensed ETPs and other financial products based on our indexes as well as changes to the underlying assets associated with existing licensed financial products;
- The challenges created by the automation of market data consumption, including competition and the quickly evolving nature of the data business;
- The outlook of our technology customers for capital market activity;
- Continuing pressure in transaction fee pricing due to intense competition in the U.S. and Europe;
- Competition related to pricing, product features and service offerings;
- Regulatory changes relating to market structure or affecting certain types of instruments, transactions, pricing structures or capital market participants; and
- Technological advances and members' and customers' demand for speed, efficiency, and reliability.

The current consensus forecast for gross domestic product growth for the U.S. is 2.2% in 2017 and 2.3% in 2018 and the Eurozone is 1.9% in 2017 and 1.7% in 2018. U.S. growth forecasts for 2017 have recently improved slightly after gradually declining since the start of 2016 and remain highly dependent on the fiscal priorities of the new administration. Growth forecasts for the Eurozone in 2017 dropped sharply following the Brexit vote but have since more than fully recovered. While we expect continued modest annual growth in many of our non-trading segments (Corporate Services, Information Services, and Market Technology), we recognize that there are a number of significant structural and political issues continuing to impact the global economy. Consequently, sustained instability could return at any time, resulting in an increased level of market volatility, oscillating trading volumes, and a more cautious outlook by the clients of our non-trading segments. Following elevated volatility levels in 2015, volatility has continued to decline since the first quarter of 2016 and remained extremely low in the second quarter of 2017.

Following a weak 2016 and a slow start to 2017, IPO activity improved slightly in the second quarter of 2017. Additional impacts on our business drivers include the international enactment and implementation of new legislative and regulatory initiatives, notably MiFID II in Europe, the evolution of market participants' trading and investment strategies, and the continued rapid progression and deployment of new technology in the financial services industry. The business environment that influences our financial performance in 2017 may be characterized as follows:

- Intense competition among U.S. exchanges and dealer-owned systems for cash equity trading and strong competition between MTFs and exchanges in Europe for cash equity trading;
- Globalization of exchanges, customers and competitors extending the competitive horizon beyond national markets; and

- Improvement in fund flows and market performance in ETPs.

**Business Segments**

We manage, operate and provide our products and services in four business segments: Market Services, Corporate Services, Information Services and Market Technology. See Note 1,

“Organization and Nature of Operations,” and Note 16, “Business Segments,” to the condensed consolidated financial statements for further discussion of our reportable segments, as well as how management allocates resources, assesses performance and manages these businesses as four separate segments.

## Nasdaq's Operating Results

### Key Drivers

The following table includes key drivers for our Market Services, Corporate Services, Information Services and Market Technology segments. In evaluating the performance of our business, our senior management closely evaluates these key drivers.

|  | Three Months Ended June 30, |          | Six Months Ended June 30, |           |
|--|-----------------------------|----------|---------------------------|-----------|
|  | 2017                        | 2016     | 2017                      | 2016      |
| <b>Market Services</b>   |                             |          |                           |           |
| <b>Equity Derivative Trading and Clearing</b>  |                             |          |                           |           |
| <u>U.S. equity options</u>   |                             |          |                           |           |
| Total industry average daily volume (in millions)                                    | 14.8                        | 14.1     | 14.7                      | 14.7      |
| Nasdaq PHLX matched market share   | 16.8%                       | 16.2%    | 17.0%                     | 16.1%     |
| The Nasdaq Options Market matched market share                                       | 9.8%                        | 7.1%     | 9.6%                      | 7.1%      |
| Nasdaq BX Options matched market share   | 0.7%                        | 1.0%     | 0.7%                      | 0.9%      |
| Nasdaq ISE Options matched market share <sup>(1)</sup>                               | 9.0%                        | 0.2%     | 9.3%                      | 0.1%      |
| Nasdaq GEMX Options matched market share <sup>(1)</sup>                              | 4.9%                        | —%       | 5.3%                      | —%        |
| Nasdaq MRX Options matched market share <sup>(1)</sup>                               | 0.2%                        | —%       | 0.1%                      | —%        |
| Total matched market share executed on Nasdaq's exchanges                            | 41.4%                       | 24.5%    | 42.0%                     | 24.2%     |
| <u>Nasdaq Nordic and Nasdaq Baltic options and futures</u>                           |                             |          |                           |           |
| Total average daily volume of options and futures contracts <sup>(2)</sup>           | 376,280                     | 439,520  | 356,603                   | 445,798   |
| <b>Cash Equity Trading</b>   |                             |          |                           |           |
| <u>Total U.S.-listed securities</u>  |                             |          |                           |           |
| Total industry average daily share volume (in billions)                              | 6.85                        | 7.25     | 6.85                      | 7.89      |
| Matched share volume (in billions)   | 79.4                        | 80.6     | 154.1                     | 174.3     |
| The Nasdaq Stock Market matched market share   | 14.4%                       | 14.0%    | 14.2%                     | 14.4%     |
| Nasdaq BX matched market share   | 3.2%                        | 2.3%     | 2.9%                      | 2.2%      |
| Nasdaq PSX matched market share  | 0.8%                        | 1.1%     | 0.9%                      | 1.0%      |
| Total matched market share executed on Nasdaq's exchanges                            | 18.4%                       | 17.4%    | 18.0%                     | 17.6%     |
| Market share reported to the FINRA/Nasdaq Trade Reporting Facility                   | 33.9%                       | 33.0%    | 34.4%                     | 32.4%     |
| Total market share <sup>(3)</sup>  | 52.3%                       | 50.4%    | 52.4%                     | 50.0%     |
| <u>Nasdaq Nordic and Nasdaq Baltic securities</u>                                    |                             |          |                           |           |
| Average daily number of equity trades executed on Nasdaq's exchanges                 | 594,901                     | 447,231  | 549,501                   | 476,768   |
| Total average daily value of shares traded (in billions)                             | \$ 5.7                      | \$ 5.2   | \$ 5.3                    | \$ 5.4    |
| Total market share executed on Nasdaq's exchanges                                    | 65.7%                       | 63.0%    | 65.3%                     | 62.6%     |
| <b>FICC</b>  |                             |          |                           |           |
| <u>Fixed Income</u>  |                             |          |                           |           |
| U.S. fixed income notional trading volume (in billions)                              | \$ 4,755                    | \$ 5,255 | \$ 9,796                  | \$ 11,223 |
| Total average daily volume of Nasdaq Nordic and Nasdaq Baltic fixed income contracts | 118,234                     | 91,107   | 114,748                   | 96,246    |
| <u>Commodities</u>   |                             |          |                           |           |
| Power contracts cleared (TWh) <sup>(4)</sup>   | 268                         | 455      | 647                       | 875       |
| <b>Corporate Services</b>  |                             |          |                           |           |
| <u>Initial public offerings</u>  |                             |          |                           |           |
| The Nasdaq Stock Market  | 36                          | 25       | 53                        | 35        |
| Exchanges that comprise Nasdaq Nordic and Nasdaq Baltic                              | 39                          | 25       | 50                        | 33        |
| <u>Total new listings</u>  |                             |          |                           |           |
| The Nasdaq Stock Market <sup>(5)</sup>   | 64                          | 73       | 106                       | 120       |
| Exchanges that comprise Nasdaq Nordic and Nasdaq Baltic <sup>(6)</sup>               | 45                          | 33       | 61                        | 47        |
| <u>Number of listed companies</u>  |                             |          |                           |           |
| The Nasdaq Stock Market <sup>(7)</sup>   | 2,912                       | 2,868    | 2,912                     | 2,868     |
| Exchanges that comprise Nasdaq Nordic and Nasdaq Baltic <sup>(8)</sup>               | 945                         | 873      | 945                       | 873       |
| <b>Information Services</b>  |                             |          |                           |           |
| Number of licensed ETPs  | 316                         | 267      | 316                       | 267       |
| ETP assets under management tracking Nasdaq indexes (in billions)                    | \$ 147                      | \$ 108   | \$ 147                    | \$ 108    |
| <b>Market Technology</b>   |                             |          |                           |           |
| Order intake (in millions) <sup>(9)</sup>  | \$ 64                       | \$ 69    | \$ 111                    | \$ 91     |
| Total order value (in millions) <sup>(10)</sup>                                      | \$ 799                      | \$ 769   | \$ 799                    | \$ 769    |



- (1) For the three and six months ended June 30, 2016, Nasdaq ISE, Nasdaq GEMX and Nasdaq MRX matched market share represents one day of trading volume.
- (2) Includes Finnish option contracts traded on EUREX Group.
- (3) 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.
- (4) Transactions executed on Nasdaq Commodities or OTC and reported for clearing to Nasdaq Commodities measured by Terawatt hours (TWh).
- (5) New listings include IPOs, including those completed on a best efforts basis, issuers that switched from other listing venues, closed-end funds and separately listed ETPs.
- (6) New listings include IPOs and represent companies listed on the Nasdaq Nordic and Nasdaq Baltic exchanges and companies on the alternative markets of Nasdaq First North.
- (7) Number of total listings on The Nasdaq Stock Market at period end, including 345 separately listed ETPs at June 30, 2017 and 277 at June 30, 2016.
- (8) Represents companies listed on the Nasdaq Nordic and Nasdaq Baltic exchanges and companies on the alternative markets of Nasdaq First North at period end.
- (9) Total contract value of orders signed during the period.
- (10) Represents total contract value of signed orders that are yet to be recognized as revenue. Market technology deferred revenue, as discussed in Note 7, "Deferred Revenue," to the condensed consolidated financial statements, represents consideration received that is yet to be recognized as revenue for these signed orders.

\* \* \* \* \*

### Financial Summary

The following table summarizes our financial performance for the three and six months ended June 30, 2017 when compared with the same periods in 2016. The comparability of our results of operations between reported periods is impacted by the acquisitions of Nasdaq CXC and Marketwired in February 2016, Boardvantage in May 2016, and ISE in June 2016. See "2016 Acquisitions," of Note 4, "Acquisitions," 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,             |         |                   | Six Months Ended June 30,               |          |                   |
|--|---|---------|-------------------|---|----------|-------------------|
|  | 2017                                    | 2016    | Percentage Change | 2017                                    | 2016     | Percentage Change |
|  | (in millions, except per share amounts) |         |                   | (in millions, except per share amounts) |          |                   |
| Revenues less transaction-based expenses | \$ 602                                  | \$ 559  | 7.7 %             | \$ 1,185                                | \$ 1,093 | 8.4 %             |
| Operating expenses                       | 358                                     | 385     | (7.0)%            | 693                                     | 700      | (1.0)%            |
| Operating income                         | 244                                     | 174     | 40.2 %            | 492                                     | 393      | 25.2 %            |
| Interest expense                         | (36)                                    | (32)    | 12.5 %            | (73)                                    | (60)     | 21.7 %            |
| Income before income taxes               | 213                                     | 146     | 45.9 %            | 431                                     | 341      | 26.4 %            |
| Income tax provision                     | 66                                      | 76      | (13.2)%           | 114                                     | 139      | (18.0)%           |
| Net income attributable to Nasdaq        | \$ 147                                  | \$ 70   | 110.0 %           | \$ 317                                  | \$ 202   | 56.9 %            |
| Diluted earnings per share               | \$ 0.87                                 | \$ 0.42 | 107.1 %           | \$ 1.87                                 | \$ 1.20  | 55.8 %            |
| Cash dividends declared per common share | \$ 0.38                                 | \$ —    | 100.0 %           | \$ 0.70                                 | \$ 0.57  | 22.8 %            |

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."

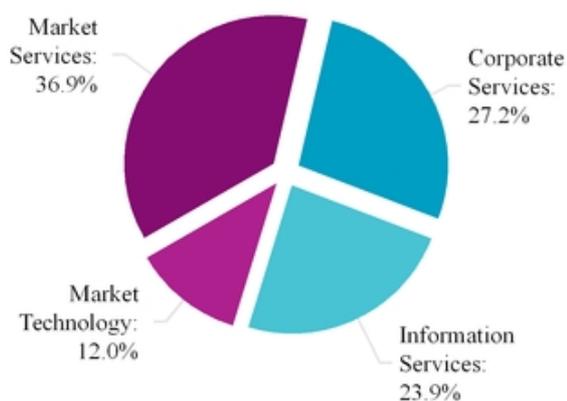
## Segment Operating Results

The following table shows our revenues by segment, transaction-based expenses for our Market Services segment and total revenues less transaction-based expenses:

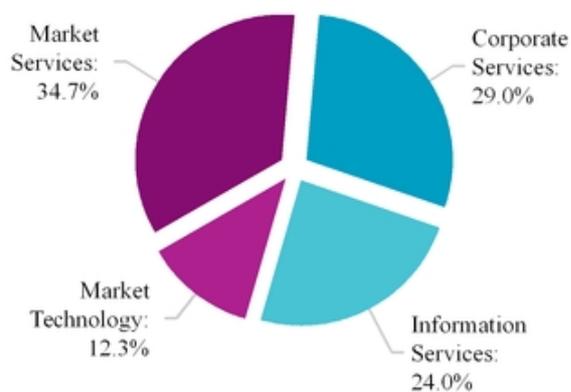
|  | Three Months Ended June 30, |        |  | Percentage Change | Six Months Ended June 30, |          |                   |
|--|-----------------------------|--------|--|-------------------|---------------------------|----------|-------------------|
|  | 2017                        | 2016   |  |                   | 2017                      | 2016     | Percentage Change |
|  | (in millions)               |        |  |                   | (in millions)             |          |                   |
| Market Services  | \$ 620                      | \$ 532 |  | 16.5%             | \$ 1,226                  | \$ 1,104 | 11.1%             |
| Transaction-based expenses                               | (398)                       | (338)  |  | 17.8%             | (786)                     | (710)    | 10.7%             |
| Market Services revenues less transaction-based expenses | 222                         | 194    |  | 14.4%             | 440                       | 394      | 11.7%             |
| Corporate Services                                       | 164                         | 162    |  | 1.2%              | 325                       | 305      | 6.6%              |
| Information Services                                     | 144                         | 134    |  | 7.5%              | 282                       | 268      | 5.2%              |
| Market Technology  | 72                          | 69     |  | 4.3%              | 138                       | 126      | 9.5%              |
| Total revenues less transaction-based expenses           | \$ 602                      | \$ 559 |  | 7.7%              | \$ 1,185                  | \$ 1,093 | 8.4%              |

The following charts show our Market Services, Corporate Services, Information Services and Market Technology segments as a percentage of our total revenues less transaction-based expenses for the three and six months ended June 30, 2017 and 2016:

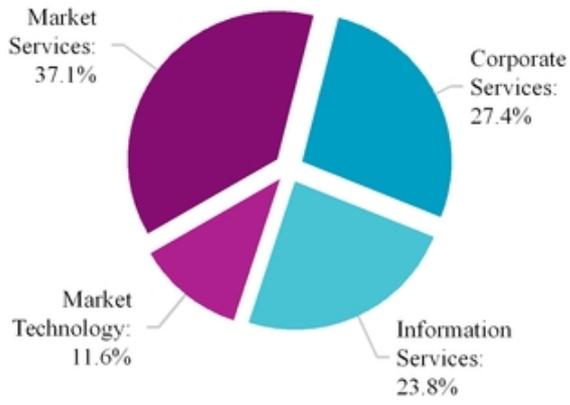
*Percentage of Revenues Less Transaction-based Expenses by Segment for the Three Months Ended June 30, 2017*



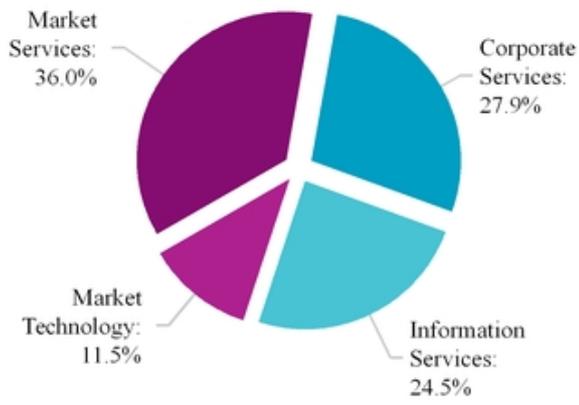
*Percentage of Revenues Less Transaction-based Expenses by Segment for the Three Months Ended June 30, 2016*



***Percentage of Revenues Less Transaction-based Expenses by Segment for the Six Months Ended June 30, 2017***



***Percentage of Revenues Less Transaction-based Expenses by Segment for the Six Months Ended June 30, 2016***



## MARKET SERVICES

The following table shows total revenues, transaction-based expenses, and total revenues less transaction-based expenses from our Market Services segment:

|  | Three Months Ended June 30, |               |                   | Six Months Ended June 30, |               | Percentage Change |
|--|-----------------------------|---------------|-------------------|---------------------------|---------------|-------------------|
|  | 2017                        | 2016          | Percentage Change | 2017                      | 2016          |                   |
|  | (in millions)               |               |                   | (in millions)             |               |                   |
| <b>Market Services Revenues:</b>   |                             |               |                   |                           |               |                   |
| Equity Derivative Trading and Clearing Revenues <sup>(1)</sup>                         | \$ 191                      | \$ 103        | 85.4 %            | \$ 382                    | \$ 204        | 87.3 %            |
| Transaction-based expenses:  |                             |               |                   |                           |               |                   |
| Transaction rebates  | (115)                       | (53)          | 117.0 %           | (228)                     | (102)         | 123.5 %           |
| Brokerage, clearance and exchange fees <sup>(1)</sup>                                  | (9)                         | (4)           | 125.0 %           | (20)                      | (9)           | 122.2 %           |
| <b>Equity derivative trading and clearing revenues less transaction-based expenses</b> | <b>67</b>                   | <b>46</b>     | <b>45.7 %</b>     | <b>134</b>                | <b>93</b>     | <b>44.1 %</b>     |
| Cash Equity Trading Revenues <sup>(2)</sup>  | 333                         | 339           | (1.8)%            | 652                       | 721           | (9.6)%            |
| Transaction-based expenses:  |                             |               |                   |                           |               |                   |
| Transaction rebates  | (185)                       | (198)         | (6.6)%            | (368)                     | (429)         | (14.2)%           |
| Brokerage, clearance and exchange fees <sup>(2)</sup>                                  | (84)                        | (78)          | 7.7 %             | (159)                     | (159)         | — %               |
| <b>Cash equity trading revenues less transaction-based expenses</b>                    | <b>64</b>                   | <b>63</b>     | <b>1.6 %</b>      | <b>125</b>                | <b>133</b>    | <b>(6.0)%</b>     |
| FICC Revenues  | 24                          | 26            | (7.7)%            | 49                        | 52            | (5.8)%            |
| Transaction-based expenses:  |                             |               |                   |                           |               |                   |
| Transaction rebates  | (4)                         | (5)           | (20.0)%           | (10)                      | (10)          | — %               |
| Brokerage, clearance and exchange fees   | (1)                         | —             | (100.0)%          | (1)                       | (1)           | — %               |
| <b>FICC revenues less transaction-based expenses</b>                                   | <b>19</b>                   | <b>21</b>     | <b>(9.5)%</b>     | <b>38</b>                 | <b>41</b>     | <b>(7.3)%</b>     |
| <b>Trade Management Services Revenues</b>  | <b>72</b>                   | <b>64</b>     | <b>12.5 %</b>     | <b>143</b>                | <b>127</b>    | <b>12.6 %</b>     |
| <b>Total Market Services revenues less transaction-based expenses</b>                  | <b>\$ 222</b>               | <b>\$ 194</b> | <b>14.4 %</b>     | <b>\$ 440</b>             | <b>\$ 394</b> | <b>11.7 %</b>     |

<sup>(1)</sup> Includes Section 31 fees of \$9 million in the second quarter of 2017, \$18 million in the first six months of 2017, \$4 million in the second quarter of 2016 and \$9 million for the first six months of 2016. Section 31 fees are recorded as equity derivative trading and clearing revenues with a corresponding amount recorded in transaction-based expenses.

<sup>(2)</sup> Includes Section 31 fees of \$80 million in the second quarter of 2017, \$152 million for the first six months of 2017, \$73 million in the second quarter of 2016 and \$148 million in the first six months of 2016. Section 31 fees are recorded as cash equity trading revenues with a corresponding amount recorded in transaction-based expenses.

### Equity Derivative Trading and Clearing Revenues

Equity derivative trading and clearing revenues and equity derivative trading and clearing revenues less transaction-based expenses increased in the second quarter and first six months of 2017 compared with the same periods in 2016 primarily due to the inclusion of revenues from our acquisition of ISE.

Further impacting the increase in equity derivative trading and clearing revenues in the second quarter and first six months of 2017 was an increase in Section 31 pass-through fee revenue.

Section 31 fees are recorded as equity derivative trading and clearing revenues with a corresponding amount recorded as transaction-based expenses. In the U.S., 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 of shares traded. Since the amount recorded in revenues is equal to the amount recorded as transaction-based expenses, there is no impact on our revenues less transaction-based expenses. The increase in the second quarter and first six months of 2017 compared with the same periods in 2016 was primarily due to the inclusion of Section 31 fees from our acquisition of ISE.

Transaction rebates, in which we credit a portion of the per share execution charge to the market participant, increased in the

second quarter and first six months of 2017 compared with the same periods in 2016 primarily due to the inclusion of rebates associated with our acquisition of ISE.

Brokerage, clearance and exchange fees increased in the second quarter of 2017 and first six months of 2017 compared with the same periods in 2016 primarily due to higher Section 31 pass-through fees due to the inclusion of Section 31 fees from our acquisition of ISE.

### **Cash Equity Trading Revenues**

Cash equity trading revenues decreased in the second quarter and first six months of 2017 compared with the same periods in 2016. The decreases were primarily due to:

- lower U.S. industry trading volumes, partially offset by;
- higher European industry trading volumes;
- an increase in Section 31 pass-through fee revenue; and
- an increase in our overall U.S. matched market share and European market share executed on Nasdaq's exchanges.

Cash equity trading revenues less transaction-based expenses increased in the second quarter of 2017 compared with the same period in 2016. The increase was primarily due to:

- an increase in European cash equities revenues due to higher industry trading volumes and market share executed on Nasdaq's exchanges.

Cash equity trading revenues less transaction-based expenses decreased in the first six months of 2017 compared with the same period in 2016. The decrease was primarily due to:

- lower U.S. industry trading volumes, partially offset by;
- an increase in our overall U.S. matched market share and European market share executed on Nasdaq's exchanges; and
- higher European industry trading volumes.

Similar to equity derivative trading and clearing, in the U.S. we record Section 31 fees as cash equity trading revenues with a corresponding amount recorded as transaction-based expenses. We are assessed these fees from the SEC and pass them through

to our customers in the form of incremental fees. Since the amount recorded as revenues is equal to the amount recorded as transaction-based expenses, there is no impact on our revenues less transaction-based expenses. The increase in Section 31 fees in the second quarter and first six months of 2017 compared with the same periods in 2016 was primarily due to higher dollar value traded on Nasdaq's exchanges.

Transaction rebates decreased in the second quarter and first six months of 2017 compared with the same periods in 2016. For The Nasdaq Stock Market, Nasdaq PSX and Nasdaq CXC, 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. The decrease in transaction rebates in the second quarter and first six months of 2017 compared with the same periods in 2016 was primarily due to:

- lower U.S. industry trading volumes, partially offset by;
- an increase in our overall U.S. matched market share.

Brokerage, clearance and exchange fees increased in the second quarter of 2017 compared with the same period in 2016 and were flat for the first six months of 2017 compared with the same period in 2016. The increase in the second quarter is primarily due to an increase in Section 31 pass-through fees, partially offset by a decline in routing fees.

### **FICC Revenues**

FICC revenues and FICC revenues less transaction-based expenses decreased in the second quarter and first six months of 2017 compared with the same periods in 2016 primarily due to volume declines in European commodities products.

### **Trade Management Services Revenues**

Trade management services revenues increased in the second quarter and first six months of 2017 compared with the same periods in 2016 primarily due to the inclusion of revenues from our acquisition of ISE and an increase in customer demand for network connectivity.

\* \* \* \* \*

## **CORPORATE SERVICES**

The following table shows revenues from our Corporate Services segment:

|                                 | Three Months Ended June 30, |        |        | Percentage Change | Six Months Ended June 30, |        |                   |
|---------------------------------|-----------------------------|--------|--------|-------------------|---------------------------|--------|-------------------|
|                                 | 2017                        | 2016   |        |                   | 2017                      | 2016   | Percentage Change |
|                                 | (in millions)               |        |        |                   | (in millions)             |        |                   |
| <b>Corporate Services:</b>      |                             |        |        |                   |                           |        |                   |
| <b>Corporate Solutions</b>      | \$ 97                       | \$ 94  | 3.2 %  | \$ 193            | \$ 171                    | 12.9 % |                   |
| <b>Listing Services</b>         | 67                          | 68     | (1.5)% | 132               | 134                       | (1.5)% |                   |
| <b>Total Corporate Services</b> | \$ 164                      | \$ 162 | 1.2 %  | \$ 325            | \$ 305                    | 6.6 %  |                   |

**Corporate Solutions Revenues**

Corporate solutions revenues increased in the second quarter and first six months of 2017 compared with the same periods in 2016 primarily due to the inclusion of revenues associated with the acquisition of Boardvantage. The increase in the first six months was also due to the inclusion of revenues associated with the acquisition of Marketwired.

2016 primarily due to a decrease in U.S. listing of additional share fees as a result of the implementation of our all-inclusive annual fee, partially offset by an increase in European listing services revenues.

**Listing Services Revenues**

Listing services revenues decreased in the second quarter and first six months of 2017 compared with the same periods in

\* \* \* \* \*

**INFORMATION SERVICES**

The following table shows revenues from our Information Services segment:

|                                     | Three Months Ended June 30, |        |                   | Six Months Ended June 30, |        |                   |
|-------------------------------------|-----------------------------|--------|-------------------|---------------------------|--------|-------------------|
|                                     | 2017                        | 2016   | Percentage Change | 2017                      | 2016   | Percentage Change |
|                                     | (in millions)               |        |                   | (in millions)             |        |                   |
| <b>Information Services:</b>        |                             |        |                   |                           |        |                   |
| <b>Data Products</b>                | \$ 111                      | \$ 107 | 3.7%              | \$ 219                    | \$ 213 | 2.8%              |
| <b>Index Licensing and Services</b> | 33                          | 27     | 22.2%             | 63                        | 55     | 14.5%             |
| <b>Total Information Services</b>   | \$ 144                      | \$ 134 | 7.5%              | \$ 282                    | \$ 268 | 5.2%              |

**Data Products Revenues**

Data products revenues increased in the second quarter and first six months of 2017 compared with the same periods in 2016 primarily due to growth in proprietary data products revenues.

periods in 2016 primarily due to higher assets under management in ETPs linked to Nasdaq indexes.

**Index Licensing and Services Revenues**

Index licensing and services revenues increased in the second quarter and first six months of 2017 compared with the same

\* \* \* \* \*

**MARKET TECHNOLOGY**

The following table shows revenues from our Market Technology segment:

|                          | Three Months Ended June 30, |       |                   | Six Months Ended June 30, |        |                   |
|--------------------------|-----------------------------|-------|-------------------|---------------------------|--------|-------------------|
|                          | 2017                        | 2016  | Percentage Change | 2017                      | 2016   | Percentage Change |
|                          | (in millions)               |       |                   | (in millions)             |        |                   |
| <b>Market Technology</b> | \$ 72                       | \$ 69 | 4.3%              | \$ 138                    | \$ 126 | 9.5%              |

**Market Technology Revenues**

Market technology revenues increased in the second quarter and first six months of 2017 compared with the same periods in 2016 primarily due to an increase in revenues from software, licensing and support, software as a service, particularly growth in SMARTS surveillance subscriptions, as well as higher change request revenues.

\$799 million as of June 30, 2017 and \$769 million as of June 30, 2016. As of June 30, 2017, market technology deferred revenue of \$177 million represents consideration received that is yet to be recognized as revenue for these signed orders. See Note 7, "Deferred Revenue," to the condensed consolidated financial statements for further discussion. The recognition and timing of these revenues depends on many factors, including those that are not within our control. As such, the following table of market technology revenues to be recognized in the future represents our best estimate:

**Total Order Value**

Total order value, which represents the total contract value of orders signed that are yet to be recognized as revenues, was

|                     | <u>Total Order Value</u> |            |
|---------------------|--------------------------|------------|
|                     | (in millions)            |            |
| Fiscal year ended:  |                          |            |
| 2017 <sup>(1)</sup> | \$                       | 128        |
| 2018                |                          | 244        |
| 2019                |                          | 136        |
| 2020                |                          | 123        |
| 2021                |                          | 78         |
| 2022 and thereafter |                          | 90         |
| Total               | \$                       | <u>799</u> |

<sup>(1)</sup> Represents deferred revenue that is anticipated to be recognized over the remaining six months of 2017.

\* \* \* \* \*

## Expenses

### Operating Expenses

The following table shows our operating expenses:

|   | <u>Three Months Ended June 30,</u> |               |                   | <u>Six Months Ended June 30,</u> |               |                   |
|---|------------------------------------|---------------|-------------------|----------------------------------|---------------|-------------------|
|   | 2017                               | 2016          | Percentage Change | 2017                             | 2016          | Percentage Change |
|   | (in millions)                      |               |                   | (in millions)                    |               |                   |
| Compensation and benefits                   | \$ 163                             | \$ 164        | (0.6)%            | \$ 324                           | \$ 316        | 2.5 %             |
| Professional and contract services          | 38                                 | 35            | 8.6 %             | 74                               | 70            | 5.7 %             |
| Computer operations and data communications | 30                                 | 27            | 11.1 %            | 60                               | 52            | 15.4 %            |
| Occupancy                                   | 23                                 | 19            | 21.1 %            | 46                               | 39            | 17.9 %            |
| General, administrative and other           | 30                                 | 17            | 76.5 %            | 49                               | 32            | 53.1 %            |
| Marketing and advertising                   | 8                                  | 8             | — %               | 15                               | 14            | 7.1 %             |
| Depreciation and amortization               | 47                                 | 41            | 14.6 %            | 92                               | 79            | 16.5 %            |
| Regulatory                                  | 8                                  | 6             | 33.3 %            | 16                               | 13            | 23.1 %            |
| Merger and strategic initiatives            | 11                                 | 35            | (68.6)%           | 17                               | 44            | (61.4)%           |
| Restructuring charges                       | —                                  | 33            | (100.0)%          | —                                | 41            | (100.0)%          |
| <b>Total operating expenses</b>             | <u>\$ 358</u>                      | <u>\$ 385</u> | <u>(7.0)%</u>     | <u>\$ 693</u>                    | <u>\$ 700</u> | <u>(1.0)%</u>     |

The decrease in compensation and benefits expense in the second quarter was primarily due to a favorable impact from foreign exchange of \$3 million, partially offset by overall higher compensation costs resulting from our 2016 acquisitions. The increase in compensation and benefits expense in the first six months of 2017 was primarily due to overall higher compensation costs resulting from our 2016 acquisitions, partially offset by a favorable impact from foreign exchange of \$4 million.

Headcount decreased to 4,337 employees at June 30, 2017 from 4,447 at June 30, 2016.

The increase in professional and contract services expense in the second quarter and first six months of 2017 was primarily due to an increase in costs from the amortization of market technology deferred costs due to the delivery of certain projects and an increase in costs in our European listing services business due to an increase in new issuer applications.

The increase in computer operations and data communications expense in the second quarter and first six months of 2017 was primarily due to higher hardware and license costs associated with our 2016 acquisitions.

The increase in occupancy expense in the second quarter and first six months of 2017 primarily reflects additional facility and rent costs associated with our 2016 acquisitions, partially offset by lower facility and rent costs as a result of our restructuring activities.

The increase in general, administrative and other expense in the second quarter and first six months of 2017 is primarily due to a pre-tax charge of \$10 million which primarily included a make-whole redemption price premium paid on the early extinguishment of our 2018 Notes and lower regulatory fine collections.

The increase in depreciation and amortization expense in the second quarter and first six months of 2017 was primarily due to additional amortization expense associated with acquired intangible assets related to our 2016 acquisitions.

The increase in regulatory expense in the second quarter and first six months of 2017 was primarily due to a rate increase for regulatory services and trade surveillance.

The decrease in merger and strategic initiatives expense in the second quarter and first six months of 2017 was primarily due

to expenses incurred during 2016 in connection with our acquisitions of ISE, Boardvantage, Marketwired, and Nasdaq CXC.

See Note 3, “Restructuring Charges,” to the condensed consolidated financial statements for a discussion of our restructuring charges recorded in the second quarter and first six months of 2016.

\* \* \* \* \*

### ***Non-operating Income and Expenses***

The following table shows our non-operating income and expenses:

|  | Three Months Ended June 30, |         |                   | Six Months Ended June 30, |         |                   |
|--|-----------------------------|---------|-------------------|---------------------------|---------|-------------------|
|  | 2017                        | 2016    | Percentage Change | 2017                      | 2016    | Percentage Change |
|  | (in millions)               |         |                   | (in millions)             |         |                   |
| Interest income                          | \$ 2                        | \$ 1    | 100.0 %           | \$ 4                      | \$ 2    | 100.0 %           |
| Interest expense                         | (36)                        | (32)    | 12.5 %            | (73)                      | (60)    | 21.7 %            |
| Net interest expense                     | (34)                        | (31)    | 9.7 %             | (69)                      | (58)    | 19.0 %            |
| Other investment income                  | 1                           | 2       | (100.0)%          | 2                         | 3       | (33.3)%           |
| Net income from unconsolidated investees | 2                           | 1       | 100.0 %           | 6                         | 3       | 100.0 %           |
| Total non-operating expenses             | \$ (31)                     | \$ (28) | 10.7 %            | \$ (61)                   | \$ (52) | 17.3 %            |

### **Interest Income**

Interest income increased in the second quarter and first six months of 2017 compared with the same periods in 2016 primarily due to an increase in interest rates.

### **Interest Expense**

The following table shows our interest expense:

|  | Three Months Ended June 30, |       |                   | Six Months Ended June 30, |       |                   |
|--|-----------------------------|-------|-------------------|---------------------------|-------|-------------------|
|  | 2017                        | 2016  | Percentage Change | 2017                      | 2016  | Percentage Change |
|  | (in millions)               |       |                   | (in millions)             |       |                   |
| Interest expense                                   | \$ 34                       | \$ 30 | 13.3%             | \$ 69                     | \$ 57 | 21.1%             |
| Accretion of debt issuance costs and debt discount | 1                           | 1     | —%                | 3                         | 2     | 50.0%             |
| Other bank and investment-related fees             | 1                           | 1     | —%                | 1                         | 1     | —%                |
| Total interest expense                             | \$ 36                       | \$ 32 | 12.5%             | \$ 73                     | \$ 60 | 21.7%             |

Interest expense increased in the second quarter and first six months of 2017 compared with the same periods in 2016 primarily due to our debt issuances in 2016 related to our 2016 acquisitions.

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

### **Net Income from Unconsolidated Investees**

Net income from unconsolidated investees in the second quarter and first six months of 2017 and 2016 primarily relates to 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 of our equity method investments.

**Tax Matters**

The following table shows our income tax provision and effective tax rate:

|                      | Three Months Ended June 30, |       |                   | Six Months Ended June 30, |        |                   |
|----------------------|-----------------------------|-------|-------------------|---------------------------|--------|-------------------|
|                      | 2017                        | 2016  | Percentage Change | 2017                      | 2016   | Percentage Change |
|                      | (\$ in millions)            |       |                   | (\$ in millions)          |        |                   |
| Income tax provision | \$ 66                       | \$ 76 | (13.2)%           | \$ 114                    | \$ 139 | (18.0)%           |
| Effective tax rate   | 31.0%                       | 52.1% |                   | 26.5%                     | 40.8%  |                   |

For further discussion of our tax matters, see “Tax Matters,” of Note 2, “Basis of Presentation and Principles of Consolidation,” to the condensed consolidated financial statements.

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 same and other factors, including history of pre-tax earnings and losses, are taken into account in assessing the ability to realize deferred tax assets.

In order to recognize and measure our unrecognized tax benefits, management determines whether a tax position is more likely than not to be sustained upon examination, including

resolution of any related appeals or litigation processes, based on the technical merits of the position. Once it is determined that a position meets the recognition thresholds, the position is measured to determine the amount of benefit to be recognized in the condensed consolidated financial statements. Interest and/or penalties related to income tax matters are recognized in income tax expense.

Although no new U.S. tax legislation has been enacted, we are currently assessing the impact various tax reform proposals will have on our condensed consolidated financial statements.

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**Non-GAAP Financial Measures**

In addition to disclosing results determined in accordance with U.S. GAAP, we also have provided non-GAAP net income attributable to Nasdaq and non-GAAP diluted earnings per share. 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 results as the items described below do not reflect 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. Investors should not rely on any single financial measure when evaluating our business. 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. Non-GAAP net income attributable to Nasdaq for the periods presented below is calculated by adjusting for the following items:

*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, the relative operating performance of the businesses between periods, and the earnings power of Nasdaq. Performance measures excluding intangible asset amortization therefore provide investors with a more useful representation of our businesses’ ongoing activity in each period.

*Restructuring charges:* Restructuring charges are associated with our 2015 restructuring plan to improve performance, cut costs and reduce spending and as of June 30, 2016 were primarily related to (i) severance and other termination benefits, (ii) asset impairment charges, and (iii) other charges. We exclude these restructuring costs because these costs do not reflect future operating expenses and do not contribute to a meaningful evaluation of Nasdaq’s ongoing operating performance or comparison of Nasdaq’s performance between periods.

*Merger and strategic initiatives expense:* We have pursued various strategic initiatives and completed a number of acquisitions 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. The frequency and the amount of such expenses vary significantly based on the size, timing and complexity of the transaction. Accordingly, we exclude these costs for purposes of calculating non-GAAP measures which provide a more meaningful analysis of Nasdaq's ongoing operating performance or comparison in Nasdaq's performance between periods.

*Other significant items:* We have excluded certain other charges or gains that are the result of other non-comparable events to measure operating performance. For the three and six months ended June 30, 2017, other significant items include loss on extinguishment of debt, wind down costs associated with an equity method investment that was previously written off, and recognition of previously unrecognized tax benefits associated with positions taken in prior years. For the three and six months

ended June 30, 2016, other significant items include tax expense due to an unfavorable tax ruling received during the three months ended June 30, 2016, the impact of which related to prior periods, and the release of a sublease loss reserve due to the early exit of a facility. We believe the exclusion of such amounts allows management and investors to better understand the financial results of Nasdaq.

The following table represents 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, 2017 |                            | Three Months Ended June 30, 2016 |                            |
|---|----------------------------------|----------------------------|----------------------------------|----------------------------|
|   | Net Income                       | Diluted Earnings Per Share | Net Income                       | Diluted Earnings Per Share |
| (in millions, except share and per share amounts)                                     |                                  |                            |                                  |                            |
| <b>U.S. GAAP net income attributable to Nasdaq and diluted earnings per share</b>     | \$ 147                           | \$ 0.87                    | \$ 70                            | \$ 0.42                    |
| Non-GAAP adjustments:   |                                  |                            |                                  |                            |
| Amortization expense of acquired intangible assets                                    | 22                               | 0.13                       | 19                               | 0.11                       |
| Restructuring charges   | —                                | —                          | 33                               | 0.19                       |
| Merger and strategic initiatives  | 11                               | 0.07                       | 35                               | 0.21                       |
| Extinguishment of debt  | 10                               | 0.06                       | —                                | —                          |
| Other   | 2                                | 0.01                       | —                                | —                          |
| Sublease loss reserve   | —                                | —                          | (2)                              | (0.01)                     |
| Adjustment to the income tax provision to reflect non-GAAP adjustments <sup>(1)</sup> | (20)                             | (0.12)                     | (2)                              | (0.01)                     |
| Total non-GAAP adjustments, net of tax  | 25                               | 0.15                       | 83                               | 0.49                       |
| <b>Non-GAAP net income attributable to Nasdaq and diluted earnings per share</b>      | \$ 172                           | \$ 1.02                    | \$ 153                           | \$ 0.91                    |
| Weighted-average common shares outstanding for diluted earnings per share             |                                  | 168,488,305                |                                  | 168,205,808                |

|   | Six Months Ended June 30, 2017 |                            | Six Months Ended June 30, 2016 |                            |
|---|--------------------------------|----------------------------|--------------------------------|----------------------------|
|   | Net Income                     | Diluted Earnings Per Share | Net Income                     | Diluted Earnings Per Share |
| (in millions, except share and per share amounts)                                     |                                |                            |                                |                            |
| <b>U.S. GAAP net income attributable to Nasdaq and diluted earnings per share</b>     | \$ 317                         | \$ 1.87                    | \$ 202                         | \$ 1.20                    |
| Non-GAAP adjustments:   |                                |                            |                                |                            |
| Amortization expense of acquired intangible assets                                    | 45                             | 0.27                       | 36                             | 0.21                       |
| Restructuring charges   | —                              | —                          | 41                             | 0.24                       |
| Merger and strategic initiatives  | 17                             | 0.10                       | 44                             | 0.26                       |
| Extinguishment of debt  | 10                             | 0.06                       | —                              | —                          |
| Other   | 2                              | 0.01                       | —                              | —                          |
| Sublease loss reserve   | —                              | —                          | (2)                            | (0.01)                     |
| Adjustment to the income tax provision to reflect non-GAAP adjustments <sup>(1)</sup> | (32)                           | (0.19)                     | (16)                           | (0.09)                     |
| Total non-GAAP adjustments, net of tax  | 42                             | 0.25                       | 103                            | 0.61                       |
| <b>Non-GAAP net income attributable to Nasdaq and diluted earnings per share</b>      | \$ 359                         | \$ 2.12                    | \$ 305                         | \$ 1.81                    |
| Weighted-average common shares outstanding for diluted earnings per share             |                                | 169,352,040                |                                | 168,233,029                |

<sup>(1)</sup> We determine the tax effect of each item based on the tax rules in the respective jurisdiction where the transaction occurred. For the three and six months ended June 30, 2017, also included in this adjustment is the recognition of previously unrecognized tax benefits of \$4 million associated with positions taken in prior years. For the three and six months ended June 30, 2016, also included in this adjustment is \$27 million in tax expense associated with an unfavorable decision from the Finnish Supreme Administrative Court on a tax position.

## 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 our common stock and debt. See Note 8, “Debt Obligations,” to the condensed consolidated financial statements for further discussion of our debt obligations. Currently, our cost and availability of funding remain healthy.

As part of the purchase price consideration of a prior acquisition, Nasdaq has contingent future obligations to issue 992,247 shares of Nasdaq common stock annually which approximated certain tax benefits associated with the transaction of \$484 million. Such contingent future issuances of Nasdaq common stock will be paid ratably through 2027 if Nasdaq’s total gross revenues equal or exceed \$25 million in each such year. The contingent future issuances of Nasdaq common stock are subject to anti-dilution protections and acceleration upon certain events.

In April 2017, we entered into the 2017 Credit Facility which replaced our existing 2014 credit facility. We also entered into the Commercial Paper Program which enables us to borrow efficiently at reasonable short-term interest rates and is supported by our 2017 Credit Facility. See “Commercial Paper,” “2017 Credit Facility,” and “2014 Credit Facility,” of Note 8, “Debt Obligations,” to the condensed consolidated financial statements for further discussion of our Commercial Paper Program and our 2017 and 2014 Credit Facilities.

In May 2017, we used a combination of cash on hand and net proceeds from the sale of commercial paper to redeem all of our 2018 Notes. In addition, in June 2017, we used net proceeds from the sale of commercial paper to repay \$300 million of the amount outstanding on the 2016 Credit Facility. As of June 30, 2017, the outstanding balance of \$100 million on the 2016 Credit Facility reflects the aggregate principal amount, less the unamortized debt issuance costs. See “Early Extinguishment of 2018 Notes,” and “2016 Credit Facility,” of Note 8, “Debt Obligations,” to the condensed consolidated financial statements for further discussion.

As of June 30, 2017, total borrowings under the 2017 Credit Facility were \$15 million. We utilized these borrowings for general corporate purposes. Of the \$985 million that is available for borrowing, \$495 million is required to provide liquidity support for the principal amount outstanding under the Commercial Paper Program as of June 30, 2017 and \$1 million has been utilized for a letter of credit. As of June 30, 2017, the total remaining amount available under the 2017 Credit Facility was \$489 million.

In May 2016, Nasdaq issued the 2023 Notes and in June 2016, Nasdaq issued the 2026 Notes. We used the majority of the net proceeds from the 2023 Notes of \$664 million and the 2026 Notes of \$495 million to fund the acquisition of ISE and related expenses. See “3.85% Senior Unsecured Notes,” and “1.75%

Senior Unsecured Notes,” of Note 8, “Debt Obligations,” and “Acquisition of ISE,” of Note 4, “Acquisitions,” to the condensed consolidated financial statements for further discussion.

In the near term, we expect that our operations and availability under our revolving credit commitment and newly created commercial paper program will provide sufficient cash to fund our operating expenses, capital expenditures, debt repayments, any share repurchases, and any dividends.

Various assets and liabilities, including cash and cash equivalents, receivables, accounts payable and accrued expenses, and commercial paper can fluctuate from month to month. Working capital (calculated as current assets less current liabilities) was (\$66) million at June 30, 2017, compared with \$478 million at December 31, 2016, a decrease of \$544 million. Current asset balance changes increased working capital by \$361 million, with increases in default funds and margin deposits, financial investments, at fair value, other current assets and restricted cash, partially offset by decreases in cash and cash equivalents and receivables, net. Current liability balance changes decreased working capital by \$905 million, due to increases in short-term debt, default funds and margin deposits, deferred revenue, and Section 31 fees payable to the SEC, partially offset by decreases in accrued personnel costs, accounts payable and accrued expenses, and other current liabilities.

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 our 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;
- increases in interest rates under our credit facilities;
- credit rating downgrades, which could limit our access to additional debt;
- a decrease in the market price of our common stock; and
- volatility or disruption in the public debt and equity markets.

The following sections discuss the effects of changes in our financial assets, debt obligations, clearing and broker-dealer net capital requirements, and cash flows on our liquidity and capital resources.

**Financial Assets**

The following table summarizes our financial assets:

|                                      | June 30, 2017 | December 31, 2016 |
|--------------------------------------|---------------|-------------------|
| (in millions)                        |               |                   |
| Cash and cash equivalents            | \$ 356        | \$ 403            |
| Restricted cash                      | 18            | 15                |
| Financial investments, at fair value | 300           | 245               |
| Total financial assets               | <u>\$ 674</u> | <u>\$ 663</u>     |

**Cash and Cash Equivalents and Restricted Cash**

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, 2017, our cash and cash equivalents of \$356 million were primarily invested in bank deposits, money market funds and commercial paper. In the long-term, we may use both internally generated funds and external sources to satisfy our debt obligations and other long-term liabilities. Cash and cash equivalents as of June 30, 2017 decreased \$47 million from December 31, 2016, primarily due to repayments of long-term debt, cash used to repurchase our common stock, and cash dividends on our common stock, partially offset by net cash provided by operating activities. See “Cash Flow Analysis” below for further discussion.

As of June 30, 2017 and December 31, 2016, restricted cash is restricted from withdrawal due to a contractual requirement or not available for general use. Restricted cash was \$18 million as of June 30, 2017 and \$15 million as of December 31, 2016, an increase of \$3 million. The increase relates to customer funds held in connection with privately negotiated securities transactions. Restricted cash is classified as restricted cash in the Condensed Consolidated Balance Sheets.

**Repatriation of Cash**

Our cash and cash equivalents held outside of the U.S. in various foreign subsidiaries totaled \$135 million as of June 30, 2017 and \$102 million as of December 31, 2016. The remaining balance held in the U.S. totaled \$221 million as of June 30, 2017 and \$301 million as of December 31, 2016.

Unremitted earnings of subsidiaries outside of the U.S. are used to finance our international operations and are generally considered to be indefinitely reinvested. It is not our current intent to change this position. However, the majority of cash held outside the U.S. is available for repatriation, but under current law, could subject us to additional U.S. income taxes, less applicable foreign tax credits.

**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 shows quarterly cash dividends declared per common share on our outstanding common stock:

|                | 2017           | 2016        |
|----------------|----------------|-------------|
| First quarter  | \$ 0.32        | \$ 0.57     |
| Second quarter | <u>\$ 0.38</u> | <u>\$ —</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. In the first quarter of 2016, we declared a cash dividend of \$0.25 in January 2016 and \$0.32 in March 2016.

**Financial Investments, at Fair Value**

Our financial investments, at fair value totaled \$300 million as of June 30, 2017 and \$245 million as of December 31, 2016 and are primarily comprised of trading securities, mainly highly rated European government debt securities. Of these securities, \$160 million as of June 30, 2017 and \$172 million as of December 31, 2016 are assets utilized to meet regulatory capital requirements, primarily for our clearing operations at Nasdaq Clearing. See Note 6, “Investments,” to the condensed consolidated financial statements for further discussion of our trading investment securities.

## Debt Obligations

The following table summarizes our debt obligations by contractual maturity:

|   | Maturity Date                        | June 30, 2017   | December 31, 2016 |
|---|--------------------------------------|-----------------|-------------------|
| (in millions)                                     |                                      |                 |                   |
| Short-term debt - commercial paper                | Weighted-average maturity of 44 days | \$ 494          | \$ —              |
| Long-term debt:                                   |                                      |                 |                   |
| 5.25% senior unsecured notes                      | Repaid May 2017                      | —               | 369               |
| \$1 billion revolving credit commitment           | April 2022                           | 10              | —                 |
| \$400 million senior unsecured term loan facility | November 2019                        | 100             | 399               |
| 5.55% senior unsecured notes                      | January 2020                         | 598             | 598               |
| 3.875% senior unsecured notes                     | June 2021                            | 681             | 625               |
| 1.75% senior unsecured notes                      | May 2023                             | 677             | 622               |
| 4.25% senior unsecured notes                      | June 2024                            | 496             | 495               |
| 3.85% senior unsecured notes                      | June 2026                            | 496             | 495               |
| <b>Total long-term debt</b>                       |                                      | <b>3,058</b>    | <b>3,603</b>      |
| <b>Total debt obligations</b>                     |                                      | <b>\$ 3,552</b> | <b>\$ 3,603</b>   |

In addition to the \$1 billion revolving credit commitment and \$400 million term loan facility, we also have other credit facilities related to our Nasdaq Clearing operations in order to provide further liquidity. Other credit facilities, which are available in multiple currencies, totaled \$182 million at June 30, 2017 and \$170 million at December 31, 2016, in available liquidity, none of which was utilized.

At June 30, 2017, 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.

### Clearing and Broker-Dealer Net 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. At June 30, 2017, our required regulatory capital of \$160 million is primarily comprised of highly rated European government debt securities that are included in financial investments, at fair value in the Condensed Consolidated Balance Sheets.

#### Broker-Dealer Net Capital Requirements

Our operating broker-dealer subsidiaries, Nasdaq Execution Services, Execution Access, NPM Securities, SMTX, 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. The following table summarizes the net capital requirements for our broker-dealer subsidiaries as of June 30, 2017:

| Broker-Dealer Subsidiaries      | Total Net Capital | Required Minimum Net Capital | Excess Capital |
|---------------------------------|-------------------|------------------------------|----------------|
| (in millions)                   |                   |                              |                |
| Nasdaq Execution Services       | \$ 8.5            | \$ 0.3                       | \$ 8.2         |
| Execution Access                | 49.0              | 0.4                          | 48.6           |
| NPM Securities                  | 0.3               | —                            | 0.3            |
| SMTX                            | 0.9               | 0.3                          | 0.6            |
| Nasdaq Capital Markets Advisory | 0.6               | 0.3                          | 0.3            |

#### Other Capital Requirements

##### Nasdaq Execution Services

Nasdaq Execution Services also is required to maintain a \$2 million minimum level of net capital under our clearing arrangement with OCC.

##### Nasdaq CXC

As a member of the Investment Industry Regulatory Organization of Canada, Nasdaq CXC must comply with its dealer member rules which are intended to ensure general financial soundness and liquidity. Under these rules, Nasdaq CXC is required to comply with minimum net capital requirements. At June 30, 2017, Nasdaq CXC was required to maintain minimum net capital of \$0.2 million and had total net capital of approximately \$9.4 million, or \$9.2 million in excess of the minimum amount required.

**Cash Flow Analysis**

The following table summarizes the changes in cash flows:

|  | Six Months Ended June 30, |         | Percentage Change |
|--|---------------------------|---------|-------------------|
|  | 2017                      | 2016    |                   |
|  | (in millions)             |         |                   |
| Net cash provided by (used in):  |                           |         |                   |
| Operating activities   | \$ 514                    | \$ 429  | 19.8 %            |
| Investing activities   | (104)                     | (1,573) | (93.4)%           |
| Financing activities   | (464)                     | 1,152   | (140.3)%          |
| Effect of exchange rate changes on cash and cash equivalents and restricted cash | 10                        | 1       | 900.0 %           |
| Net increase (decrease) in cash and cash equivalents and restricted cash         | (44)                      | 9       | (588.9)%          |
| Cash and cash equivalents and restricted cash at beginning of period             | 418                       | 357     | 17.1 %            |
| Cash and cash equivalents and restricted cash at end of period                   | \$ 374                    | \$ 366  | 2.2 %             |

**Net Cash Provided by Operating Activities**

Net cash provided by operating activities increased \$85 million for the six months ended June 30, 2017 compared with the same period in 2016. The increase was primarily due to higher net income, offset by higher estimated tax payments and higher payments of accrued personnel costs primarily driven by our 2016 acquisitions.

**Net Cash Used in Investing Activities**

Net cash used in investing activities decreased \$1,469 million for the six months ended June 30, 2017 compared with the same period in 2016 primarily due to cash paid for acquisitions, net of cash and cash equivalents acquired of \$1,460 million in 2016.

**Net Cash (Used in) Provided by Financing Activities**

Net cash used in financing activities for the six months ended June 30, 2017 primarily consisted of repayment of long-term debt of \$670 million, \$156 million related to the repurchase of our common stock, \$116 million related to cash dividends paid on our common stock, partially offset by proceeds from commercial paper of \$494 million.

Net cash provided by financing activities for the six months ended June 30, 2016 primarily consisted of net proceeds of \$1,159 million related to the issuances of our 2023 Notes and

2026 Notes to fund our acquisition of ISE, net proceeds of \$399 million from our 2016 Credit Facility and proceeds from the utilization of our 2014 Credit Facility of \$833 million to partially fund our acquisitions of Boardvantage, Marketwired and Nasdaq CXC, and other general corporate purposes, partially offset by \$1,033 million of cash used in connection with the repayment of the revolving credit commitment under our 2014 Credit Facility, \$94 million related to cash dividends paid on our common stock, \$45 million related to the repurchase of our common stock, and \$38 million related to disbursements of customer funds, which were held in connection with privately negotiated securities transactions.

See “2016 Acquisitions,” of Note 4, “Acquisitions,” to the condensed consolidated financial statements for further discussion of our acquisitions.

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 paid on our common stock.

\* \* \* \* \*

## Contractual Obligations and Contingent Commitments

Nasdaq has contractual obligations to make future payments under long-term debt obligations by contract maturity, minimum rental commitments under non-cancelable operating leases, net and other obligations. The following table shows these contractual obligations as of June 30, 2017:

| Contractual Obligations  | Payments Due by Period |                  |               |                 |                   |
|--|------------------------|------------------|---------------|-----------------|-------------------|
|  | Total                  | Less than 1 year | 1-3 years     | 3-5 years       | More than 5 years |
|  | (in millions)          |                  |               |                 |                   |
| Long-term debt obligations by contract maturity <sup>(1)</sup>                       | \$ 4,190               | \$ 599           | \$ 225        | \$ 1,549        | \$ 1,817          |
| Minimum rental commitments under non-cancelable operating leases, net <sup>(2)</sup> | 413                    | 78               | 138           | 91              | 106               |
| Other obligations <sup>(3)</sup>   | 28                     | 28               | —             | —               | —                 |
| <b>Total</b>   | <b>\$ 4,631</b>        | <b>\$ 705</b>    | <b>\$ 363</b> | <b>\$ 1,640</b> | <b>\$ 1,923</b>   |

<sup>(1)</sup> Our long-term debt obligations include both principal and interest obligations. At June 30, 2017, an interest rate of 2.78% was used to compute the amount of the contractual obligations for interest on the 2017 Credit Facility and 2.98% was used to compute the amount of the contractual obligations for interest on the 2016 Credit Facility. All other debt obligations were primarily calculated on a 360-day basis at the contractual fixed rate multiplied by the aggregate principal amount at June 30, 2017. See Note 8, “Debt Obligations,” to the condensed consolidated financial statements for further discussion.

<sup>(2)</sup> We lease some of our office space under non-cancelable operating leases with third parties and sublease office space to third parties. Some of our leases contain renewal options and escalation clauses based on increases in property taxes and building operating costs.

<sup>(3)</sup> Other obligations primarily consist of potential future escrow agreement payments related to prior acquisitions.

\* \* \* \* \*

## Non-Cash Contingent Consideration

As part of the purchase price consideration of a prior acquisition, we have agreed to future annual issuances of 992,247 shares of Nasdaq common stock which approximated certain tax benefits associated with the transaction. Such contingent future issuances of Nasdaq common stock will be paid ratably through 2027 if Nasdaq’s total gross revenues equal or exceed \$25 million in each such year. The contingent future issuances of Nasdaq common stock are subject to anti-dilution protections and acceleration upon certain events.

## 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 15, “Commitments, Contingencies and Guarantees,” to the condensed consolidated financial statements for further discussion of:
  - Guarantees issued and credit facilities available;
  - Lease commitments;
  - Other guarantees;
  - Non-cash contingent consideration;
  - Escrow agreements;
  - Routing brokerage activities;

- Legal and Regulatory Matters; and
- Tax audits.

## Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market risk represents the potential for losses that may result from changes in the market value of a financial instrument due to changes in market conditions. 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, 2017, our investment portfolio was primarily comprised of trading securities, mainly highly rated European government debt securities, which pay a fixed rate of interest. These securities are subject to interest rate risk and will decrease in value if market interest rates increase. If market interest rates were to increase immediately and uniformly by 100 basis points from levels as of June 30, 2017, the fair value of this portfolio would have declined by \$4 million.

**Debt Obligations**

As of June 30, 2017, substantially all of our debt obligations are fixed-rate obligations. 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 borrowings under our 2017 and 2016 Credit Facilities and amounts outstanding from the sale of commercial paper under our Commercial Paper Program, all of which have variable interest rates. As of June 30, 2017, we had principal amounts outstanding of \$15 million under the 2017 Credit Facility, \$100 million under the 2016 Credit Facility, and \$495 million of commercial paper. A hypothetical 100 basis points increase in interest rates on the 2017 Credit Facility, the 2016 Credit Facility and our outstanding commercial paper would increase interest expense by approximately \$6 million based on borrowings as of June 30, 2017.

\* \* \* \* \*

**Foreign Currency Exchange Rate Risk**

As a leading global exchange group, we are subject to foreign currency transaction risk. Our primary exposure to foreign currency denominated revenues less transaction-based expenses and operating income for the three and six months ended June 30, 2017 is presented in the following table:

|  | Euro   | Swedish Krona | Other Foreign Currencies | U.S. Dollar | Total   |
|--|--------|---------------|--------------------------|-------------|---------|
| (in millions, except currency rate)  |        |               |                          |             |         |
| <b>Three Months Ended June 30, 2017</b>  |        |               |                          |             |         |
| Average foreign currency rate to the U.S. dollar   | 1.0998 | 0.1136        | #                        | N/A         | N/A     |
| Percentage of revenues less transaction-based expenses                                   | 9.2%   | 8.6 %         | 5.8 %                    | 76.4%       | 100.0%  |
| Percentage of operating income   | 14.3%  | (2.6)%        | (1.3)%                   | 89.6%       | 100.0%  |
| Impact of a 10% adverse currency fluctuation on revenues less transaction-based expenses | \$ (6) | \$ (5)        | \$ (3)                   | \$ —        | \$ (14) |
| Impact of a 10% adverse currency fluctuation on operating income                         | \$ (3) | \$ (1)        | \$ —                     | \$ —        | \$ (4)  |

|  | Euro    | Swedish Krona | Other Foreign Currencies | U.S. Dollar | Total   |
|--|---------|---------------|--------------------------|-------------|---------|
| (in millions, except currency rate)  |         |               |                          |             |         |
| <b>Six Months Ended June 30, 2017</b>  |         |               |                          |             |         |
| Average foreign currency rate to the U.S. dollar   | 1.0823  | 0.1128        | #                        | N/A         | N/A     |
| Percentage of revenues less transaction-based expenses                                   | 9.3%    | 8.6 %         | 5.7 %                    | 76.4%       | 100.0%  |
| Percentage of operating income   | 14.3%   | — %           | (2.8)%                   | 88.5%       | 100.0%  |
| Impact of a 10% adverse currency fluctuation on revenues less transaction-based expenses | \$ (11) | \$ (10)       | \$ (7)                   | \$ —        | \$ (28) |
| Impact of a 10% adverse currency fluctuation on operating income                         | \$ (7)  | \$ —          | \$ (1)                   | \$ —        | \$ (8)  |

# Represents multiple foreign currency rates.

N/A Not applicable.

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. Fluctuations in currency exchange rates may create volatility in our results of operations as we are required to translate the balance sheets and operational results

of these foreign currency denominated subsidiaries into U.S. dollars for consolidated reporting. The translation of foreign subsidiaries' non-U.S. dollar balance sheets into U.S. dollars for consolidated reporting results in a cumulative translation adjustment which is 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, 2017 is presented in the following table:

|                              | Net Assets |               | Impact of a 10% Adverse Currency Fluctuation |       |
|------------------------------|------------|---------------|--|-------|
|                              |            | (in millions) |  |       |
| Swedish Krona <sup>(1)</sup> | \$         | 3,389         | \$   | (339) |
| Norwegian Krone              |            | 196           |  | (20)  |
| Canadian Dollar              |            | 188           |  | (19)  |
| British Pound                |            | 134           |  | (13)  |
| Euro                         |            | 116           |  | (12)  |
| Australian Dollar            |            | 89            |  | (9)   |

<sup>(1)</sup> Includes goodwill of \$2,591 million and intangible assets, net of \$627 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 rigorously evaluating the counterparties with which we make investments and execute agreements. The financial investment portfolio 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.

Execution Access is an introducing broker which operates the trading platform for our Nasdaq Fixed Income business to trade in U.S. Treasury securities. Execution Access has a clearing arrangement with Cantor Fitzgerald. As of June 30, 2017, we have contributed \$19 million of clearing deposits to Cantor Fitzgerald in connection with this clearing arrangement. These deposits are recorded in other current assets in our Condensed Consolidated Balance Sheets. Some of the trading activity in Execution Access is cleared by Cantor Fitzgerald through the Fixed Income Clearing Corporation. Execution Access assumes the counterparty risk of clients that do not clear through the Fixed Income Clearing Corporation. Counterparty risk of clients exists for Execution Access between the trade date and settlement date of the individual transactions, which is one business day. All of Execution Access' obligations under the clearing arrangement with Cantor Fitzgerald are guaranteed by Nasdaq. Counterparties that do not clear through the Fixed Income Clearing Corporation are subject to a credit due diligence process and may be required to post collateral, provide principal letters, or provide other forms of credit enhancement to Execution Access for the purpose of mitigating counterparty risk.

We 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.

We also 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. On an ongoing basis, 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.

**Item 4. Controls and Procedures.**

(a). **Disclosure controls and procedures.** Nasdaq's management, with the participation of Nasdaq's President and Chief Executive Officer, and Executive Vice President, Corporate Strategy 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 President and Chief Executive Officer and Executive Vice President, Corporate Strategy and Chief Financial Officer, have concluded that, as of the end of such period, Nasdaq's disclosure controls and procedures are effective.

(b). **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, 2017 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.**

See “Legal and Regulatory Matters,” of Note 15, “Commitments, Contingencies and Guarantees,” to the condensed consolidated financial statements for further discussion.

**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 Annual Report on Form 10-K for the fiscal year ended December 31, 2016 as filed with the SEC on March 1, 2017 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2017, as filed with the SEC on May 10, 2017. These risks could materially and adversely affect our business, financial condition and results of

operations. The risks and uncertainties in our Form 10-K and Form 10-Q 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.**

Nasdaq issued no unregistered equity securities during the quarter ended June 30, 2017.

**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.

\*\*\*\*\*

**Employee Transactions**

During the fiscal quarter ended June 30, 2017, we purchased shares from employees in connection with the settlement of employee tax withholding obligations arising from the vesting of restricted stock and PSUs. 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, 2017:

| 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) |
|--|--------------------------------------|----------------------------------|--|--|
| <b>April 2017</b>                        |                                      |                                  |  |  |
| Share repurchase program                 | —                                    | \$ —                             | —  | \$ 273   |
| Employee transactions                    | 5,533                                | \$ 69.30                         | N/A  | N/A  |
| <b>May 2017</b>                          |                                      |                                  |  |  |
| Share repurchase program                 | —                                    | \$ —                             | —  | \$ 273   |
| Employee transactions                    | 8,467                                | \$ 70.15                         | N/A  | N/A  |
| <b>June 2017</b>                         |                                      |                                  |  |  |
| Share repurchase program                 | —                                    | \$ —                             | —  | \$ 273   |
| Employee transactions                    | 28,854                               | \$ 71.08                         | N/A  | N/A  |
| <b>Total Quarter Ended June 30, 2017</b> |                                      |                                  |  |  |
| Share repurchase program                 | —                                    | \$ —                             | —  | \$ 273   |
| Employee transactions                    | 42,854                               | \$ 70.67                         | N/A  | N/A  |

**Item 3. Defaults Upon Senior Securities.**

None.

**Item 4. Mine Safety Disclosures.**

Not applicable.

**Item 5. Other Information.**

Not applicable.

**Item 6. Exhibits.**

The exhibits required by this item are listed on the Exhibit Index.

**SIGNATURES**

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

Nasdaq, Inc.  
(Registrant)

Date: August 2, 2017

**By:** /s/ Adena T. Friedman  
**Name:** \_\_\_\_\_  
**Title:** **Adena T. Friedman**  
**President and Chief Executive Officer**

Date: August 2, 2017

**By:** /s/ Michael Ptasznik  
**Name:** \_\_\_\_\_  
**Title:** **Michael Ptasznik**  
**Executive Vice President, Corporate Strategy and Chief Financial Officer**

## Exhibit Index

| <u>Exhibit Number</u> |   |
|-----------------------|---|
| <a href="#">10.1</a>  | Credit Agreement, dated as of April 25, 2017, among Nasdaq, Inc., the various lenders from time to time party thereto, Bank of America, N.A., as administrative agent and an issuing bank, and the other financial institutions party thereto (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on April 26, 2017). |
| <a href="#">10.2</a>  | Amendment No. 1 to Credit Agreement, dated as of April 25, 2017, among Nasdaq, Inc., the lenders party thereto and Bank of America, N.A., as administrative agent. (incorporated herein by reference to Exhibit 10.2 to the Current Report on Form 8-K filed on April 26, 2017).  |
| <a href="#">10.3</a>  | Form of Commercial Paper Dealer Agreement between Nasdaq, Inc., as Issuer, and the Dealer party thereto (incorporated herein by reference to Exhibit 10.3 to the Current Report on Form 8-K filed on April 26, 2017).   |
| <a href="#">10.4</a>  | Amended and Restated Board Compensation Policy, effective on May 10, 2017.*   |
| <a href="#">10.5</a>  | Form of Nasdaq Restricted Stock Unit Award Certificate (employees).*  |
| <a href="#">10.6</a>  | Form of Nasdaq Restricted Stock Unit Award Certificate (directors).*  |
| <a href="#">10.7</a>  | Form of Nasdaq One-Year Performance Share Unit Agreement.*  |
| <a href="#">10.8</a>  | Form of Nasdaq Three-Year Performance Share Unit Agreement.*  |
| <a href="#">31.1</a>  | Certification of President and Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (“Sarbanes-Oxley”).  |
| <a href="#">31.2</a>  | Certification of Executive Vice President, Corporate Strategy and Chief Financial Officer pursuant to Section 302 of Sarbanes-Oxley.  |
| <a href="#">32.1</a>  | Certifications Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of Sarbanes-Oxley.  |
| 101.INS               | XBRL Instance Document.**   |
| 101.SCH               | XBRL Taxonomy Extension Schema.   |
| 101.CAL               | XBRL Taxonomy Extension Calculation Linkbase.   |
| 101.DEF               | Taxonomy Extension Definition Linkbase.   |
| 101.LAB               | XBRL Taxonomy Extension Label Linkbase.   |
| 101.PRE               | XBRL Taxonomy Extension Presentation Linkbase.  |

\* Management contract or compensatory plan or arrangement.

\*\* The following materials from the Nasdaq, Inc. Quarterly Report on Form 10-Q for the three and six months ended June 30, 2017, formatted in XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets as of June 30, 2017 and December 31, 2016; (ii) Condensed Consolidated Statements of Income for the three and six months ended June 30, 2017 and 2016; (iii) Condensed Consolidated Statements of Comprehensive Income (Loss) for the three and six months ended June 30, 2017 and 2016; (iv) Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2017 and 2016; and (v) notes to condensed consolidated financial statements.

# NASDAQ, INC.

## BOARD COMPENSATION POLICY

AMENDED AND RESTATED ON MAY 10, 2017

### PURPOSE & STATEMENT OF POLICY

Annual Non-Employee Director (“Director”) compensation consists of the following elements, each of which is discussed further below: (i) annual retainer, (ii) annual equity award, (iii) annual committee chair fees (for certain committees) and (v) annual committee member fees (for certain committees).

Director compensation will be based on a compensation year in connection with the annual meeting of stockholders (the “Annual Meeting”). This enables Directors to receive equity immediately following election and appointment to the Board at the Annual Meeting.

#### QUESTIONS?

Please contact the Stock Plan Administrator if at any time you have questions about the equity element of the policy. Please contact the Office of the Corporate Secretary with questions about the cash element of the policy.

### APPLICABILITY & SCOPE

This Policy is applicable to all non-employee Directors of Nasdaq, Inc.

### ANNUAL RETAINER

- + Annual Director Retainer compensation is equal to a total value of 75,000 for each Director, other than the Chairman of the Board.
- + The Lead Independent Director will receive the Director Retainer plus an additional Lead Independent Director Retainer of \$75,000 for the period of time from January 1, 2017 through the 2017 Annual Meeting of Stockholders.
- + The Chairman of the Board will receive Chairman Retainer compensation equal to a total value of \$240,000.
- + The Annual Retainer will be delivered in the form of equity; however, Directors may annually elect to receive the Annual Retainer compensation in cash or equity. Each Director will have the opportunity to make this election during the thirty (30) day period preceding the Annual Meeting. If the Director declines to make an election, the entire Annual Retainer will be paid in equity.
- + Equity will be issued as Restricted Stock Units to each eligible director automatically on the date of the Annual Meeting immediately following the Director’s election and appointment by the Board. The equity portion selected will be paid in accordance with the “Policies and Procedures Relating to Equity Grants” below.
- + If cash is selected, the cash portion will be paid semi-annually in arrears, in equal installments, no later than the fifteenth day of the third month following the end of the semi-annual period; provided, however, that a Director will have a right to receive a cash payment for any given period only if that person serves as a Director during all or a portion of that period, with the cash payment for the period being prorated in the case of a person who serves as a Director during only a portion of a period (other than on account of death or disability).
- + A Director appointed after the annual shareholders meeting will be eligible to receive a prorated share of the Annual Retainer compensation. Such a Director may elect to receive the Annual Retainer compensation in cash or equity. Equity will be paid retroactively on the date of the next Annual Meeting. Any cash portion will be paid semi-annually in arrears.

## ANNUAL EQUITY AWARD

- + All Directors, including the Chairman and Lead Independent Director, will receive an additional annual equity award in the form of Restricted Stock Units, in the amount of \$200,000 per annum.
- + The annual equity award will be granted to each Director automatically on the date of the Annual Meeting immediately following the Director's election and appointment to the Board.
- + The annual equity award will be paid in accordance with the "Policies and Procedures Relating to Equity Grants" below.

## ANNUAL COMMITTEE CHAIR FEES

- + The Chairperson of each of the Audit and Management Compensation Committees will receive an Annual Chair Fee of \$30,000.
- + The Chairperson of the Finance and Nominating & Governance Committees will receive an Annual Chair Fee of \$20,000.
- + The Annual Chair fees will be paid in equity; however, each Chairperson may elect to receive the Annual Chair fees in cash. The Annual Chair fees will be issued as Restricted Stock Units to each eligible director automatically on the date of the Annual Meeting immediately following the Director's election and appointment by the Board. Fees paid in equity will be paid in accordance with the "Policies and Procedures Relating to Equity Grants" below.
- + If cash is selected, the cash portion will be paid semi-annually in arrears, in equal installments, no later than the fifteenth day of the third month following the end of the semi-annual period; provided, however, that a Director will have a right to receive a cash payment for any given period only if that person serves as a Director during all or a portion of that period, with the cash payment for the period being prorated in the case of a person who serves as a Director during only a portion of a period (other than on account of death or disability).

## ANNUAL COMMITTEE MEMBER FEES

- + Each Non-Chair Member of the Audit and Management Compensation Committees will receive an annual membership fee of \$10,000.

Each Non-Chair Member of the Finance and Nominating & Governance Committees will receive an annual membership fee of \$5,000.

- + The Annual Committee Member fees will be paid in equity; however, each Non-Chair Member may elect to receive the Annual Committee Member fees in cash. The Annual Committee Member fees will be issued as Restricted Stock Units to each eligible director automatically on the date of the Annual Meeting immediately following the Director's election and appointment by the Board. Fees paid in equity will be paid in accordance with the "Policies and Procedures Relating to Equity Grants" below.

- + If cash is selected, the cash portion will be paid semi-annually in arrears, in equal installments, no later than the fifteenth day of the third month following the end of the semi-annual period; provided, however, that a Director will have a right to receive a cash payment for any given period only if that person serves as a Director during all

or a portion of that period, with the cash payment for the period being prorated in the case of a person who serves as a Director during only a portion of a period (other than on account of death or disability)

## POLICIES AND PROCEDURES RELATING TO EQUITY GRANTS

### GENERAL

- + All Director equity will be granted under the Equity Plan.
- + Calculation of the number of shares of equity to be awarded to Directors will be valued at 100% of face value and based on the closing price of Nasdaq's common stock on the date of the grant. Equity awards are non-transferable and must be issued to the Director.

### VESTING

- + Equity awards will vest 100% one (1) year from the date of the grant. Equity awards will also vest upon the scheduled expiration of a Director's term, if such term is not renewed.
- + Upon a Director's resignation (other than for death or disability) prior to the end of the Director's term, equity awards will be forfeited.
- + Upon termination of a Director for "Misconduct," all equity awards will be forfeited without further consideration to the Director.
- + Upon termination of a Director on account of his death or disability, equity awards will vest.
- + Shortly after vesting, vested shares will appear in the Director's account at E\*Trade. To view this information, a Director may log directly onto his or her online E\*Trade account at [https://us.etrade.com/e/t/user/login\\_sp](https://us.etrade.com/e/t/user/login_sp). Additionally, a Director may contact E\*Trade's Executive Services Team at 1.866.987.2339 or via email at [executiveservices@etrade.com](mailto:executiveservices@etrade.com)

### EQUITY AGREEMENTS, SHARE RESTRICTIONS & VOTING RIGHTS

- + Equity awards will be evidenced by an Equity Award Agreement to be entered into with each Director.
- + Once vested, shares will be freely tradeable. Nasdaq does not have a repurchase right or obligation.
- + Trading in Nasdaq shares, however, is subject to the Director and Executive Officers Trading Policy and to any contractual restrictions on transfer, such as lock-up agreements, that may be applicable.

### REPORTING AND DISCLOSURE

- + SEC Form 4s (Change in Beneficial Ownership) must be filed by each Director with the SEC within 2 business days of equity grants. The Director may request Nasdaq's assistance with the preparation and filing of Form 4s and other Section 16 reports by providing a completed Power of Attorney and CIK/CCC Code, if the Director has a CIK/CCC Code currently assigned.
- + Equity will be reflected as stock owned by Directors, if required, in the Beneficial Ownership Table of the Nasdaq Proxy and will be disclosed under the general Director Compensation section of the Proxy.

### STOCK OWNERSHIP GUIDELINES FOR DIRECTORS

- + Stock ownership guidelines for Directors of Nasdaq are as follows.

Value of Shares Owned  
5x annual cash retainer

- + New Directors are expected to meet the applicable level of ownership within four years of their election to the Board of Directors.
- + The value of shares owned will be calculated based upon Nasdaq's average closing common stock price for a 90 day period prior to the date on which the Director is expected to meet the applicable level of stock ownership.
- + Shares that count toward meeting the stock ownership guidelines include:
  - Shares owned outright (e.g., shares obtained upon option exercise, shares purchased in the open market, etc.)
  - Shared ownership (e.g., shares owned or held in trust by immediate family)
  - Vested and unvested restricted shares
- + Shares that do not count toward meeting the stock ownership guidelines:
  - Vested stock options
  - Unvested stock options
- + Once an applicable guideline threshold has been attained, the Director is expected to continuously retain sufficient share ownership to meet the guideline for as long as the Director is subject to the Stock Ownership Guidelines.
- + There may be instances where an exception to the guidelines is necessary or appropriate, including in cases where the satisfaction of the guidelines would place a severe hardship on the Director. In such cases, the Chairman of the Board will make a final determination as to whether an exception to the Stock Ownership Guidelines, in whole or in part, will be granted.

**NASDAQ, INC.**  
**RESTRICTED STOCK UNIT AWARD CERTIFICATE**

|                    |   |                                       |
|--------------------|---|---------------------------------------|
| Award Date: [DATE] | Number of Restricted Stock Units:<br>[NUMBER] | Final Vesting Date: _____ (See below) |
|--------------------|---|---------------------------------------|

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

[NAME]

(the “Participant”) 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,” each RSU representing the right to receive one share of the Company’s common stock, \$.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 Nasdaq, Inc. Equity Incentive Plan (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: 25% of the RSUs shall vest on the second anniversary of the Award Date (specified above); an additional 25% of the Restricted Stock Units 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, if applicable, 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 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(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 or state 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 of Common Stock but will instead round down to the next full number the amount of shares of Common Stock 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 of the Company 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 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 of Common Stock 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 payroll, withholding, income 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, the RSUs, by (i) delivering cash, check or money order payable to the Company, (ii) delivering to the Company other Common Stock, (iii) having the Company withhold a portion of the shares of Common Stock otherwise to be delivered having a Fair Market Value sufficient to satisfy the minimum withholding required with respect thereto to the extent permitted by the Company; or (iv) having the Company (or the Subsidiary of the Company that employs the Participant) withhold any amounts necessary to pay the minimum withholding required from the Participant's salary or other amounts payable to the Participant. 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. 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 of Common Stock otherwise to be delivered having a Fair Market Value equal to the statutory minimum 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 of Common Stock 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.

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. 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 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.

(a) Distributions of Common Stock in payment for 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, to the extent applicable, 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.

(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 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 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 and indeterminable; and
- (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.

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 the Participant's employer hold certain personal information about the Participant, 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 Participant's favor, for the purpose of managing and administering the Plan ("Data"). The Data may be provided by the Participant or collected, where lawful, from third parties, and the Company will process the Data for the exclusive purpose of implementing, administering and managing the Participant'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 Participant'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 Participant's participation in the Plan.

The Company and 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 the Participant's employer may each 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 Participant 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 Participant'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 Participant's behalf to a broker or other third party with whom the Participant may elect to deposit any Shares acquired pursuant to the Plan.

The Participant 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 Participant's participation in the Plan. The Participant may seek to exercise these rights by contacting the Participant's local human resources manager.

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. 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.

19. 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.

**NASDAQ, INC.**

By: \_\_\_\_\_

**NASDAQ, INC.**  
**RESTRICTED STOCK UNIT AWARD CERTIFICATE**

|                           |   |
|---------------------------|---|
| Award Date: <b>[DATE]</b> | Number of Restricted Stock Units: <b>[NUMBER]</b> |
|---------------------------|---|

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,” each RSU representing the right to receive one share (“Share”) of the Company’s common stock, \$.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. Amended and Restated Equity Incentive Plan (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 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 the first anniversary of the Award Date (specified above) (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.

(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 RSUs 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 of employment, if different). Alternatively, the Company may, in its sole discretion, settle the RSUs 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) 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 payroll, withholding, income or other taxes are withheld or collected from the Director.

(b) 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 federal, state and local tax withholding obligations arising from the receipt of, the vesting of or the lapse of restrictions relating to, the RSUs, by (i) delivering cash, check or money order payable to the Company, (ii) delivering to the Company other Common Stock, (iii) having the Company withhold a portion of the shares of Common Stock otherwise to be delivered having a Fair Market Value sufficient to satisfy the minimum withholding required with respect thereto to the extent permitted by the Company; or (iv) having the Company withhold any amounts necessary to pay the minimum withholding required from the Director's salary or other amounts payable to 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. The Director's election must be made on or before the date that any such withholding obligation with respect to the RSUs arises. If the Director fails to timely make such an election, the Company shall have the right to withhold a portion of the shares of Common Stock otherwise to be delivered having a Fair Market Value equal to the statutory minimum 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 of Common Stock 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.

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 Common Stock in payment for 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, to the extent applicable, including, without limitation, the requirement that a distribution to a Director 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.

(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) (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
- (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.

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 of employment, if different), as are set forth in the applicable addendum (the "Addendum") as attached to the Award Certificate. Further, if the Director 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 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. 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.

25. Insider Trading / Market Abuse Laws. The Director acknowledges that he or she may be subject to insider trading and/or market abuse laws in those countries and the United States, which may affect the Director's ability to acquire or sell Shares under the Plan during such times as the Director is considered to have "inside information" (as defined by the laws in the Director's country and the United States). The requirements of these laws may or may not be consistent with the terms of any applicable Company 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 policies, and is hereby advised to speak to his or her personal legal advisor on this matter.

26. 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.

**NASDAQ, INC.**

By:

## ADDENDUM

### *Terms and Conditions*

This Addendum includes additional terms and conditions that govern the award of Restricted Stock Units granted to the Director under the Nasdaq, Inc. Equity Incentive Plan (the “Plan”) if the Director is resident and/or employed in one of the countries listed below. If the Director transfers residency and/or employment to another country reflected below following the Award Date, the additional terms and conditions for such country will apply to the Director’s RSUs to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules, and regulations or to facilitate the operation and administration of the RSUs and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Director’s transfer). Certain capitalized terms used but not defined in this Addendum have the meanings set forth in the Plan and/or the Restricted Stock Unit Award Certificate (the “Award Certificate”).

### *Notifications*

This Addendum also includes information regarding exchange controls and certain other issues of which the Director should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2016. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Director not rely on the information in this Addendum as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time that the RSUs vest or the Director sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Director’s particular situation and the Company is not in a position to assure the Director of any particular result. Accordingly, the Director is advised to seek appropriate professional advice as to how the relevant laws in the Director’s country may apply to his or her situation.

### SWEDEN

There are no country-specific provisions.

### UNITED ARAB EMIRATES

### *Notifications*

1. This Award Certificate and the Plan are intended for distribution only to employees or former employees of the Company and its Subsidiaries or affiliates for the purposes of implementing an equity compensation plan. The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with this Award Certificate

and the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this Award Certificate and/or the Plan nor taken steps to verify the information set out in it, and have no responsibility for it. The securities to which this Award Certificate and the Plan relate may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If the Director does not understand the contents of this document he is advised to consult an authorized financial adviser.

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 **DATE** (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 (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 **TARGET** PSUs, which PSUs shall entitle the Grantee to receive up to **MAX PAYOUT** 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, 2017** and ending on **December 31, 2017**.

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), but only to the extent that the Committee has first determined that the exercise of such discretion would not cause the PSUs to fail to qualify as “performance-based compensation” under Section 162(m) of the Code. 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 1.5 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, (i) the risk of forfeiture will lapse on the first one-third of the PSUs, and such PSUs shall thereupon become vested, only if the Grantee remains employed by the Company through and on **December 31, 2018**; (ii) the risk of forfeiture will lapse on the second one-third of the PSUs, and such PSUs shall thereupon become vested, only if the Grantee remains employed by the Company through and on **December 31, 2019**; and (iii) the risk of forfeiture will lapse on the remaining PSUs, and such PSUs shall thereupon become vested, only if the Grantee remains employed by the Company through and on **December 31, 2020** (collectively with December 31, 2018 and December 31, 2019, each a “Vest Date”). Notwithstanding the foregoing, if the Grantee’s employment with the Company terminates by reason of death prior to **December 31, 2020**, 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) In the event that (i) the Company terminates the Grantee’s employment with the Company for any reason prior to a Vest Date or (ii) the Grantee terminates employment with the Company 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 applicable 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. 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 the Grantee to arrange the 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.

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 or vesting of the PSUs, the delivery of Shares, 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. This Agreement shall not confer on the Grantee any right to be retained, in any position, as an employee, consultant or director of the Company.

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 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 and indeterminable;

(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. Consent to Collection, Processing and Transfer of Personal Data. Pursuant to applicable personal data protection laws, the Company hereby notifies the Grantee of the following in relation to the Grantee's personal data and the collection, processing and transfer of such data in relation to the Company's grant of this Award and the Grantee's participation in the Plan. The collection, processing and transfer of the Grantee's personal data is necessary for the Company's administration of the Plan and the Grantee's participation in the Plan. The Grantee's denial and/or objection to the collection, processing and transfer of personal data may affect the Grantee's participation in the Plan. As such, the Grantee 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 Agreement and any**

*other Award grant materials by and among, as applicable, the Company, its Subsidiaries and/or the Grantee's employer for the purpose of implementing, administering and managing the Grantee's participation in the Plan.*

*The Company and the Grantee's employer hold certain personal information about the Grantee, 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 Grantee's favor, for the purpose of managing and administering the Plan ("Data"). The Data may be provided by the Grantee or collected, where lawful, from third parties, and the Company will process the Data for the exclusive purpose of implementing, administering and managing the Grantee'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 Grantee'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 Grantee's participation in the Plan.*

*The Company and 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 the Grantee's employer may each 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 Grantee 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 Grantee'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 Grantee's behalf to a broker or other third party with whom the Grantee may elect to deposit any Shares acquired pursuant to the Plan.*

*The Grantee 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 Grantee's participation in the Plan. The Grantee may seek to exercise these rights by contacting the Grantee's local human resources manager.*

26. Private Placement. The grant of the PSU is not intended to be a public offering if 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 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. 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.

30. Execution. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

31. Insider Trading / Market Abuse Laws. The Grantee acknowledges that he or she may be subject to insider trading and/or market abuse laws in the Grantee's country and the United States, which may affect the Grantee's ability to acquire or sell Shares under the Plan during such times as the Grantee is considered to have "inside information" (as defined by the laws in the Grantee's country and the United States). The requirements of these laws may or may not be consistent with the terms of any applicable Company 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.

32. 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 \_\_\_\_\_, 2017. 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:**  
**Title:**

\_\_\_\_\_

**GRANTEE**

\_\_\_\_\_

## Appendix A

### Performance Goal for PSU Grant 2017 Performance Period

This Appendix A to the Agreement sets forth the performance goal (the “Performance Goal”) to be achieved and, depending upon the extent (if any) to which the Performance Goal is 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.

The sole Performance Goal shall be the Company’s 2017 Company Operating Income. “2017 Company Operating Income” means the operating income from continuing operations before income taxes for the Company’s 2017 fiscal year, calculated in accordance with generally accepted accounting principles in the United States, subject to adjustment to exclude from the calculation thereof non-recurring and extraordinary charges and expenses (collectively, the “Non-Recurring Expenses”). Notwithstanding the foregoing, 2017 Company Operating Income shall exclude the impact of research & development expenses, foreign exchange, intra-year acquisitions and other Non-Recurring Expenses.

The Committee will rely on the Company’s audited financial statements and related information for purposes of determining the amount, if any, of 2017 Company Operating Income.

Each PSU shall, subject to the vesting provisions set forth in the Agreement, entitle the Grantee to 0.5 Shares for the achievement of “floor” 2017 Company Operating Income, 1.0 Share for the achievement of "target" 2017 Company Operating Income, and 1.5 Shares for the achievement of "ceiling" 2017 Company Operating Income.

#### **Levels of Achievement of the Performance Goal**

| <b>Floor</b>      | <b>Target</b>     | <b>Ceiling</b>    |
|-------------------|-------------------|-------------------|
| 50%               | 100%              | 150%              |
| \$1,116.7 million | \$1,186.7 million | \$1,231.7 million |

For 2017 Company Operating Income below the “floor” dollar level, no Shares shall be deliverable to the Grantee. For 2017 Company Operating Income between (i) the “floor” dollar level and the “target” dollar level or (ii) between the “target” dollar level and the “ceiling” dollar level (as specified in the table above), the number of whole and/or partial Shares deliverable with respect to each Performance Share Unit will be adjusted proportionately based on the level of achievement.

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.  
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 [DATE] (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 (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 [TARGET NUMBER OF SHARES] PSUs, which PSUs shall entitle the Grantee to receive up to [200% OF TARGET NUMBER OF SHARES] 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, 2017** and ending on **December 31, 2019**.

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), but only to the extent that the Committee has first determined that the exercise of such discretion would not cause the PSUs to fail to qualify as “performance-based compensation” under Section 162(m) of the Code. 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 **December 31, 2019** (the “Vest Date”). Notwithstanding the foregoing, if the Grantee’s employment with the Company terminates by reason of death prior to **December 31, 2019**, 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 terminates the Grantee’s employment with the Company for any reason prior to the Vest Date or (ii) the Grantee terminates employment with the Company 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. 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 12 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. This Agreement shall not confer on the Grantee any right to be retained, in any position, as an employee, consultant or director of the Company.

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 and indeterminable;
- (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. Consent to Collection, Processing and Transfer of Personal Data. Pursuant to applicable personal data protection laws, the Company hereby notifies the Grantee of the following in relation to the Grantee's personal data and the collection, processing and transfer of such data in relation to the Company's grant of this Award and the Grantee's participation in the Plan. The collection, processing and transfer of the Grantee's personal data are necessary for the Company's administration of the Plan and the Grantee's participation in the Plan. The Grantee's denial and/or objection to the collection, processing and transfer of personal data may affect the Grantee's participation in the Plan. As such, the***

*Grantee 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 Agreement and any other Award grant materials by and among, as applicable, the Company, its Subsidiaries and/or the Grantee's employer for the purpose of implementing, administering and managing the Grantee's participation in the Plan.*

*The Company and the Grantee's employer hold certain personal information about the Grantee, 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 Grantee's favor, for the purpose of managing and administering the Plan ("Data"). The Data may be provided by the Grantee or collected, where lawful, from third parties, and the Company will process the Data for the exclusive purpose of implementing, administering and managing the Grantee'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 Grantee'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 Grantee's participation in the Plan.*

*The Company and 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 the Grantee's employer may each 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 Grantee 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 Grantee'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 Grantee's behalf to a broker or other third party with whom the Grantee may elect to deposit any Shares acquired pursuant to the Plan.*

*The Grantee 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 Grantee's participation in the Plan. The Grantee may seek to exercise these rights by contacting the Grantee's local human resources manager.*

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. 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.

30. Execution. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

31. Insider Trading / Market Abuse Laws. The Grantee acknowledges that he or she may be subject to insider trading and/or market abuse laws in those countries and the United States, which may affect the Grantee's ability to acquire or sell Shares under the Plan during such times as the Grantee is considered to have "inside information" (as defined by the laws in the Grantee's country and the United States). The requirements of these laws may or may not be consistent with the terms of any applicable Company 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.

32. 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 \_\_\_\_\_, 2017. 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: \_\_\_\_\_  
Title:  
[EMPLOYEE NAME]

\_\_\_\_\_

## Appendix A

### Performance Goals for PSU Grant 2017-2019 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 group of peer companies consisting of the following global exchanges: ASX Ltd, BM&F Bovespa, Bolsa Mexicana de Valores, Bolsas Y Mercados Espanoles, CBOE Holdings Inc, CME Group Inc, Deutsche Boerse AG, Euronext, Hong Kong Exchange, Intercontinental Exchange, Japan Exchange, London Stock Exchange Group plc, NEX Group plc, Singapore Exchange and TMX Group Inc.

“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**

| <b>Percentile Rank of the Company’s Three-Year TSR Versus the S&amp;P 500</b> | <b>Resulting Shares Earned (% of Half of Target)</b> |
|---|--|
| ≥85 <sup>th</sup> Percentile  | 200%   |
| 67.5 <sup>th</sup> Percentile   | 150%   |
| 50 <sup>th</sup> Percentile   | 100%   |
| 25 <sup>th</sup> Percentile   | 50%  |
| 15 <sup>th</sup> 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**

| <b>Percentile Rank of the Company's Three-Year TSR Versus the Peer Group</b> | <b>Resulting Shares Earned (% of Half of Target)</b> |
|--|--|
| ≥85 <sup>th</sup> Percentile   | 200%   |
| 67.5 <sup>th</sup> Percentile  | 150%   |
| 50 <sup>th</sup> Percentile  | 100%   |
| 25 <sup>th</sup> Percentile  | 50%  |
| 15 <sup>th</sup> 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.

## 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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Adena T. Friedman

Name: Adena T. Friedman

Title: President and Chief Executive Officer

Date: August 2, 2017

## CERTIFICATION

I, Michael Ptasznik, 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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Michael Ptasznik

Name: Michael Ptasznik  
Title: Executive Vice President, Corporate Strategy and Chief  
Financial Officer

Date: August 2, 2017

**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 quarter ended June 30, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Adena T. Friedman, as President and Chief Executive Officer of the Company, and Michael Ptasznik, as Executive Vice President, Corporate Strategy 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 or his 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: President and Chief Executive Officer  
Date: August 2, 2017

/s/ Michael Ptasznik

Name: Michael Ptasznik  
Title: Executive Vice President, Corporate Strategy and Chief Financial Officer  
Date: August 2, 2017

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.