

**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 September 30, 2024
OR
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____
Commission File Number 001-33220

BROADRIDGE FINANCIAL SOLUTIONS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware **33-1151291**
(State or Other Jurisdiction of Incorporation or Organization) (I.R.S. Employer Identification No.)

5 Dakota Drive **11042**
Lake Success
New York
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (516) 472-5400

Former name, former address and former fiscal year, if changed since last report: N/A

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

<u>Title of Each Class:</u>	<u>Trading Symbol</u>	<u>Name of Each Exchange on Which Registered:</u>
Common Stock, par value \$0.01 per share	BR	New York Stock Exchange

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Section 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"/>	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

The number of shares outstanding of the registrant's common stock, \$0.01 par value, as of October 31, 2024, was 116,889,364 shares.

TABLE OF CONTENTS

<u>ITEM</u>		<u>PAGE</u>
	NOTE ABOUT FORWARD-LOOKING STATEMENTS	3
PART I.	FINANCIAL INFORMATION	4
Item 1.	FINANCIAL STATEMENTS	4
Item 2.	MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	29
Item 3.	QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK	46
Item 4.	CONTROLS AND PROCEDURES	46
PART II.	OTHER INFORMATION	47
Item 1.	LEGAL PROCEEDINGS	47
Item 1A.	RISK FACTORS	47
Item 2.	UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS	47
Item 5.	OTHER INFORMATION	47
Item 6.	EXHIBITS	48

NOTE ABOUT FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q of Broadridge Financial Solutions, Inc. (“Broadridge” or the “Company”) may contain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Statements that are not historical in nature and which may be identified by the use of words such as “expects,” “assumes,” “projects,” “anticipates,” “estimates,” “we believe,” “could be,” “on track,” and other words of similar meaning, are forward-looking statements. In particular, information appearing under “Business,” “Risk Factors,” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” includes forward-looking statements. These statements are based on management’s expectations and assumptions and are subject to risks and uncertainties that may cause actual results to differ materially from those expressed. Factors that could cause actual results to differ materially from those contemplated by the forward-looking statements include:

- changes in laws and regulations affecting Broadridge’s clients or the services provided by Broadridge;
- Broadridge’s reliance on a relatively small number of clients, the continued financial health of those clients, and the continued use by such clients of Broadridge’s services with favorable pricing terms;
- a material security breach or cybersecurity attack affecting the information of Broadridge’s clients;
- declines in participation and activity in the securities markets;
- the failure of Broadridge’s key service providers to provide the anticipated levels of service;
- a disaster or other significant slowdown or failure of Broadridge’s systems or error in the performance of Broadridge’s services;
- overall market, economic and geopolitical conditions and their impact on the securities markets;
- the success of Broadridge in retaining and selling additional services to its existing clients and in obtaining new clients;
- Broadridge’s failure to keep pace with changes in technology and demands of its clients;
- competitive conditions;
- Broadridge’s ability to attract and retain key personnel; and
- the impact of new acquisitions and divestitures.

There may be other factors that may cause our actual results to differ materially from the forward-looking statements. Our actual results, performance or achievements could differ materially from those expressed in, or implied by, the forward-looking statements. We can give no assurances that any of the events anticipated by the forward-looking statements will occur or, if any of them do, what impact they will have on our results of operations and financial condition. You should carefully read the factors described in the “Risk Factors” section of this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the fiscal year ended June 30, 2024 which was filed with the United States of America (“U.S.”) Securities and Exchange Commission (the “SEC”) on August 6, 2024 (the “2024 Annual Report”), for a description of certain risks that could, among other things, cause our actual results to differ from these forward-looking statements.

All forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q and are expressly qualified in their entirety by the cautionary statements included in this Quarterly Report on Form 10-Q and the 2024 Annual Report. We disclaim any obligation to update or revise forward-looking statements that may be made to reflect events or circumstances that arise after the date made or to reflect the occurrence of unanticipated events, other than as required by law.

PART I. FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

Broadridge Financial Solutions, Inc.
Condensed Consolidated Statements of Earnings
(In millions, except per share amounts)
(Unaudited)

		Three Months Ended September 30,	
		2024	2023
Revenues	(Note 3)	\$ 1,422.9	\$ 1,431.1
Operating expenses:			
Cost of revenues		1,075.0	1,075.3
Selling, general and administrative expenses		213.4	207.3
Total operating expenses		1,288.4	1,282.6
Operating income		134.4	148.4
Interest expense, net	(Note 5)	(32.3)	(33.4)
Other non-operating expenses, net		(1.9)	(2.1)
Earnings before income taxes		100.3	112.9
Provision for income taxes	(Note 14)	20.5	22.0
Net earnings		<u>\$ 79.8</u>	<u>\$ 90.9</u>
Basic earnings per share		<u>\$ 0.68</u>	<u>\$ 0.77</u>
Diluted earnings per share		<u>\$ 0.68</u>	<u>\$ 0.76</u>
Weighted-average shares outstanding:			
Basic	(Note 4)	116.9	117.9
Diluted	(Note 4)	118.1	119.2

Amounts may not sum due to rounding.

Broadridge Financial Solutions, Inc.
Condensed Consolidated Statements of Comprehensive Income
(In millions)
(Unaudited)

	Three Months Ended September 30,	
	2024	2023
Net earnings	\$ 79.8	\$ 90.9
Other comprehensive income (loss), net:		
Foreign currency translation adjustments	28.9	(16.6)
Pension and post-retirement liability adjustment, net of taxes of \$(0.0) and \$(0.0) for the three months ended September 30, 2024 and 2023, respectively	0.1	0.1
Cash flow hedge amortization, net of taxes of \$(0.1) and \$(0.1) for the three months ended September 30, 2024 and 2023, respectively	0.2	0.2
Total other comprehensive income (loss), net	29.2	(16.3)
Comprehensive income	<u>\$ 109.0</u>	<u>\$ 74.6</u>

Amounts may not sum due to rounding.

Broadridge Financial Solutions, Inc.
Condensed Consolidated Balance Sheets
(In millions, except per share amounts)
(Unaudited)

	September 30, 2024	June 30, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 292.8	\$ 304.4
Accounts receivable, net of allowance for doubtful accounts of \$10.3 and \$9.7, respectively	895.3	1,065.6
Other current assets	162.2	170.9
Total current assets	1,350.2	1,540.9
Property, plant and equipment, net	160.3	162.2
Goodwill	3,511.7	3,469.4
Intangible assets, net	1,265.4	1,307.2
Deferred client conversion and start-up costs	(Note 8) 882.0	892.1
Other non-current assets	(Note 9) 847.4	870.6
Total assets	<u>\$ 8,017.1</u>	<u>\$ 8,242.4</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Payables and accrued expenses	(Note 10) \$ 771.4	\$ 1,194.4
Contract liabilities	201.1	227.4
Total current liabilities	972.4	1,421.8
Long-term debt	(Note 11) 3,585.9	3,355.1
Deferred taxes	256.3	277.3
Contract liabilities	457.4	469.2
Other non-current liabilities	(Note 12) 538.5	550.9
Total liabilities	5,810.7	6,074.2
Commitments and contingencies	(Note 15)	
Stockholders' equity:		
Preferred stock: Authorized, 25.0 shares; issued and outstanding, none	—	—
Common stock, \$0.01 par value: 650.0 shares authorized; 154.5 and 154.5 shares issued, respectively; and 116.9 and 116.7 shares outstanding, respectively	1.6	1.6
Additional paid-in capital	1,580.3	1,552.5
Retained earnings	3,412.0	3,435.1
Treasury stock, at cost: 37.6 and 37.8 shares, respectively	(2,484.9)	(2,489.2)
Accumulated other comprehensive income (loss)	(Note 16) (302.5)	(331.7)
Total stockholders' equity	2,206.4	2,168.2
Total liabilities and stockholders' equity	<u>\$ 8,017.1</u>	<u>\$ 8,242.4</u>

Amounts may not sum due to rounding.

Broadridge Financial Solutions, Inc.
Condensed Consolidated Statements of Cash Flows
(In millions)
(Unaudited)

	Three Months Ended September 30,	
	2024	2023
Cash Flows From Operating Activities		
Net earnings	\$ 79.8	\$ 90.9
Adjustments to reconcile net earnings to net cash flows from operating activities:		
Depreciation and amortization	32.3	29.4
Amortization of acquired intangibles and purchased intellectual property	48.2	50.8
Amortization of other assets	42.8	39.3
Write-down of long-lived asset and related charges	0.1	5.6
Stock-based compensation expense	14.9	16.4
Deferred income taxes	(17.3)	2.2
Other	(7.6)	(15.3)
Changes in operating assets and liabilities, net of assets and liabilities acquired:		
Accounts receivable, net	179.8	68.4
Other current assets	8.7	(8.6)
Payables and accrued expenses	(453.7)	(294.2)
Contract liabilities	(21.8)	(7.8)
Other non-current assets	(28.7)	(38.8)
Other non-current liabilities	(3.0)	(0.3)
Net cash flows from operating activities	(125.5)	(62.0)
Cash Flows From Investing Activities		
Capital expenditures	(7.9)	(4.7)
Software purchases and capitalized internal use software	(24.2)	(9.7)
Acquisitions, net of cash acquired	(8.0)	—
Net cash flows from investing activities	(40.1)	(14.4)
Cash Flows From Financing Activities		
Debt proceeds	470.0	462.7
Debt repayments	(240.0)	(192.7)
Dividends paid	(93.4)	(85.6)
Purchases of Treasury stock	(0.3)	(161.1)
Proceeds from exercise of stock options	17.8	37.7
Other financing activities	(2.3)	(3.7)
Net cash flows from financing activities	151.8	57.3
Effect of exchange rate changes on Cash and cash equivalents	2.1	0.8
Net change in Cash and cash equivalents	(11.6)	(18.3)
Cash and cash equivalents, beginning of period	304.4	252.3
Cash and cash equivalents, end of period	<u>\$ 292.8</u>	<u>\$ 234.0</u>
Supplemental disclosure of cash flow information:		
Cash payments made for interest	\$ 22.4	\$ 19.5
Cash payments made for income taxes, net of refunds	\$ 115.1	\$ 70.1
Non-cash investing and financing activities:		
Accrual of unpaid property, plant and equipment and software	\$ 1.1	\$ 2.7
Accrual for unpaid stock repurchase excise tax	\$ —	\$ 0.8

Amounts may not sum due to rounding.

Broadridge Financial Solutions, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(In millions, except per share amounts)
(Unaudited)

Three Months Ended September 30, 2024

	Common Stock		Additional Paid-In Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount					
Balances, June 30, 2024	154.5	\$ 1.6	\$ 1,552.5	\$3,435.1	\$ (2,489.2)	\$ (331.7)	\$ 2,168.2
Comprehensive income	—	—	—	79.8	—	29.2	109.0
Stock option exercises	—	—	17.9	—	—	—	17.9
Stock-based compensation	—	—	14.1	—	—	—	14.1
Treasury stock acquired (0.0 shares)	—	—	—	—	—	—	—
Treasury stock reissued (0.2 shares)	—	—	(4.2)	—	4.2	—	—
Common stock dividends (\$0.88 per share)	—	—	—	(102.9)	—	—	(102.9)
Balances, September 30, 2024	<u>154.5</u>	<u>\$ 1.6</u>	<u>\$ 1,580.3</u>	<u>\$3,412.0</u>	<u>\$ (2,484.9)</u>	<u>\$ (302.5)</u>	<u>\$ 2,206.4</u>

Three Months Ended September 30, 2023

	Common Stock		Additional Paid-In Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount					
Balances, June 30, 2023	154.5	\$ 1.6	\$ 1,436.8	\$3,113.0	\$ (2,026.1)	\$ (284.7)	\$ 2,240.6
Comprehensive income (loss)	—	—	—	90.9	—	(16.3)	74.6
Stock option exercises	—	—	37.6	—	—	—	37.6
Stock-based compensation	—	—	15.9	—	—	—	15.9
Treasury stock acquired (0.9 shares)	—	—	—	—	(161.9)	—	(161.9)
Treasury stock reissued (0.4 shares)	—	—	(9.3)	—	9.3	—	—
Common stock dividends (\$0.80 per share)	—	—	—	(94.1)	—	—	(94.1)
Balances, September 30, 2023	<u>154.5</u>	<u>\$ 1.6</u>	<u>\$ 1,481.0</u>	<u>\$3,109.8</u>	<u>\$ (2,178.6)</u>	<u>\$ (301.0)</u>	<u>\$ 2,112.7</u>

Amounts may not sum due to rounding.

Broadridge Financial Solutions, Inc.

**Notes to Condensed Consolidated Financial Statements
(Unaudited)**

NOTE 1. BASIS OF PRESENTATION

A. Description of Business. Broadridge Financial Solutions, Inc. (“Broadridge” or the “Company”), a Delaware corporation and a part of the S&P 500® Index, is a global financial technology leader powering investing, corporate governance, and communications to enable our clients to operate, innovate, and grow. We deliver technology-driven solutions to banks, broker-dealers, asset and wealth managers, public companies, investors, and mutual funds.

The Company operates in two reportable segments: Investor Communication Solutions (“ICS”) and Global Technology and Operations (“GTO”).

- **Investor Communication Solutions**—Broadridge provides the following governance and communications solutions through its Investor Communication Solutions business segment: Regulatory Solutions, Data-Driven Fund Solutions, Corporate Issuer Solutions, and Customer Communications Solutions.

A large portion of Broadridge’s ICS business involves the processing and distribution of proxy materials to investors in equity securities and mutual funds, as well as the facilitation of related vote processing. ProxyEdge® is Broadridge’s innovative electronic proxy delivery and voting solution for institutional investors and financial advisors that helps ensure the voting participation of the largest stockholders of many companies. Broadridge has implemented digital applications to make voting easier for retail investors. Broadridge also provides the distribution of regulatory reports, class action and corporate action/reorganization event information, as well as tax reporting solutions that help its clients meet their regulatory compliance needs.

For asset managers and retirement service providers, Broadridge offers data-driven solutions and an end-to-end platform for content management, composition, and omni-channel distribution of regulatory, marketing, and transactional information. Broadridge’s data and analytics solutions provide investment product distribution data, analytical tools, insights, and research to enable asset managers to optimize product distribution across retail and institutional channels globally. Broadridge also provides fiduciary-focused learning and development, software and technology, and data and analytics services to advisors, institutions and asset managers across the retirement and wealth ecosystem. Through its Retirement and Workplace business (“Broadridge Retirement and Workplace”), Broadridge provides automated mutual fund and exchange-traded funds trade processing services for financial institutions who submit trades on behalf of their clients such as qualified and non-qualified retirement plans and individual wealth accounts. In addition, Broadridge’s marketing and transactional communications solutions provide a content management and omni-channel distribution platform for marketing and sales communications for asset managers, insurance providers and retirement service providers.

Broadridge provides public corporations and mutual funds with a full suite of solutions to help manage their annual meeting process, including a full suite of annual meeting and shareholder engagement solutions such as registered and beneficial proxy materials distribution, proxy processing and tabulation services, digital voting solutions, proxy and shareholder report document management solutions, virtual shareholder meeting services, shareholder engagement, and environmental, social, and governance solutions. Broadridge also offers disclosure solutions, including annual SEC filing services and capital markets transaction services. Broadridge provides registrar, stock transfer and record-keeping services through its transfer agency services.

Broadridge provides omni-channel customer communications solutions, which include print and digital solutions to modernize technology infrastructures, simplify communications processes, accelerate digital adoption and improve the customer experience. Through one point of integration, the Broadridge Communications CloudSM platform helps companies create, deliver, and manage their communications and customer engagement. The platform includes data-driven composition tools, identity and preference management, omni-channel optimization and digital communication experience, archive and information management, digital and print delivery, and analytics and reporting tools.

- **Global Technology and Operations** — Broadridge’s Global Technology and Operations business provides the non-differentiating yet mission-critical infrastructure to the global financial markets. As a leading software as a service (“SaaS”) provider, Broadridge offers capital markets, wealth and investment management firms modern technology to enable growth, simplify their technology stacks and mutualize costs. Broadridge’s highly scalable, resilient, component-based solutions automate the front-to-back transaction lifecycle of equity, mutual fund, fixed income, foreign exchange and exchange-traded derivatives, from order capture and execution through trade confirmation, margin, cash management, clearing and settlement, reference data management, reconciliations, securities financing and collateral management, asset servicing, compliance and regulatory reporting, portfolio accounting and custody-related services. Broadridge’s Wealth Management business provides solutions for advisors and investors and also streamlines back and middle-office operations for broker-dealers by providing systems for critical post-trade activities, including books and records, transaction processing, clearance and settlement, and reporting. Broadridge’s Investment Management business provides portfolio and order management solutions for traditional and alternative asset managers, which bring insights into trading, portfolio construction, risk and analytics. Broadridge’s solutions connect asset managers to a global network of broker-dealers for trade execution and post-trade matching and confirmation. In addition, Broadridge provides business process outsourcing services for its buy and sell-side clients’ businesses. These services combine Broadridge’s technology with its operations expertise to support the entire trade lifecycle, including securities clearing and settlement, reconciliations, record-keeping, wealth management asset servicing, and custody-related functions.

Broadridge’s capital markets technology and solutions deliver simplification and innovation across the trade lifecycle, from order initiation to settlement. Through Broadridge Trading and Connectivity Solutions, Broadridge offers a set of global front-office trade order and execution management systems and connectivity solutions that enable market participants to connect and trade. Broadridge’s front-office solutions, post-trade product suite and other capital markets capabilities enable its clients to streamline their front-to-back technology platforms and operations and increase straight-through-processing efficiencies, across equities, fixed income, exchange-traded derivatives, and other asset classes. Broadridge also provides a set of multi-asset, multi-entity and multi-currency trading, connectivity and post-trade solutions that support processing of securities transactions in equities, options, fixed income securities, foreign exchange, exchange-traded derivatives and mutual funds. Provided on a SaaS basis within large user communities, Broadridge’s technology is a global solution, processing clearance and settlement in over 100 countries. Broadridge’s technology enables its clients to meet the requirements of market change such as the T+1 securities settlement cycle and Broadridge’s solutions enable global capital markets firms to access market liquidity, drive more effective market making and efficient front-to-back trade processing.

Broadridge’s Wealth Management business delivers technology solutions and other capabilities across the entire wealth management lifecycle and streamlines all aspects of wealth management services, including account management, fee management and client on-boarding. The wealth technology solutions enable full-service, regional and independent broker-dealers and investment advisors to better engage with customers through digital marketing and customer communications tools. Broadridge also integrates data, content and technology to drive new customer acquisition, support holistic and personalized advice and cross-sell opportunities. Broadridge’s advisor solutions help advisors optimize their practice management through customer and account data aggregation and reporting.

Broadridge’s Investment Management business services the global investment management industry with a range of buy-side technology solutions such as portfolio management, compliance and fee billing and operational support solutions for hedge funds, family offices, alternative asset managers, traditional asset managers and the providers that service this space including prime brokers, fund administrators and custodians.

B. Consolidation and Basis of Presentation. The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles (“GAAP”) in the U.S. and in accordance with SEC requirements for Quarterly Reports on Form 10-Q. These financial statements present the condensed consolidated position of the Company and include the entities in which the Company directly or indirectly has a controlling financial interest, entities in which the Company has investments recorded under the equity method of accounting as well as certain marketable and non-marketable securities. Intercompany balances and transactions have been eliminated. Amounts presented may not sum due to rounding. The results of operations reported for interim periods are not necessarily indicative of the results of operations for the entire year or any subsequent interim period. These Condensed Consolidated Financial Statements should be read in conjunction with the Company’s Consolidated Financial Statements in the Company’s Annual Report on Form 10-K for the fiscal year ended June 30, 2024 filed with the SEC on August 6, 2024. These Condensed Consolidated Financial Statements include all normal and recurring adjustments necessary for a fair presentation in accordance with GAAP of the Company’s financial position on September 30, 2024 and June 30, 2024, the results of its operations for the three months ended September 30, 2024 and 2023, its cash flows for the three months ended September 30, 2024 and 2023, and its changes in stockholders’ equity for the three months ended September 30, 2024 and 2023.

C. Securities. Securities are non-derivatives that are reflected in Other non-current assets in the Condensed Consolidated Balance Sheets, unless management intends to dispose of the investment within twelve months of the end of the reporting period, in which case they are reflected in Other current assets in the Condensed Consolidated Balance Sheets. These investments are in entities over which the Company does not have control, joint control, or significant influence. Securities that have a readily determinable fair value are carried at fair value. Securities without a readily determinable fair value are initially recognized at cost and subsequently carried at cost minus impairment, if any, plus or minus changes resulting from observable price changes in transactions for an identical or similar investment of the same issuer, such as subsequent capital raising transactions. Changes in the value of securities with or without a readily determinable fair value are recorded in the Condensed Consolidated Statements of Earnings. In determining whether a security without a readily determinable fair value is impaired, management considers qualitative factors to identify an impairment including the financial condition and near-term prospects of the issuer.

D. Use of Estimates. The preparation of these financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the Condensed Consolidated Financial Statements and accompanying notes thereto. These estimates are based on management’s best knowledge of current events, historical experience, actions that the Company may undertake in the future and on various other assumptions and judgment that are believed to be reasonable under the circumstances. Accordingly, actual results could differ from those estimates. The use of estimates in specific accounting policies is described further in the notes to the Condensed Consolidated Financial Statements, as appropriate.

NOTE 2. NEW ACCOUNTING PRONOUNCEMENTS

Recently Issued Accounting Pronouncements

In November 2023, the FASB issued ASU No. 2023-07, “Segment Reporting (Topic 280) - Improvements to Reportable Segment Disclosures” (“ASU No. 2023-07”), which requires an entity to improve its disclosures related to reportable segments and provide additional, more detailed information about a reportable segment’s expenses. ASU No. 2023-07 is effective for the Company in the fourth quarter of fiscal year 2025. The amendments in this ASU must be applied on a retrospective basis to all prior periods presented in the financial statements and early adoption is permitted. Upon adoption, this guidance is not expected to have a material impact on the Company’s Consolidated Financial Statements.

In December 2023, the FASB issued ASU No. 2023-09, “Income Taxes (Topic 740) - Improvements to Income Tax Disclosures” (“ASU No. 2023-09”), which requires an entity to annually disclose specific categories in the rate reconciliation, additional information for reconciling items that meet a quantitative threshold, and certain information about income taxes paid. ASU No. 2023-09 is effective for the Company in the fourth quarter of fiscal year 2026. Early adoption of the amendments is permitted. The Company is currently assessing the impact that the adoption of ASU No. 2023-09 will have on its Consolidated Financial Statements.

In March 2024, the FASB issued ASU No. 2024-01, “Compensation—Stock Compensation - Scope Application of Profits Interest and Similar Awards” (“ASU No. 2024-01”), which provides illustrative guidance to help entities determine whether profits interest and similar awards should be accounted for as share-based payment arrangements within the scope of Topic 718 or another accounting standard. ASU No. 2024-01 is effective for the Company in the first quarter of fiscal year 2026. Early adoption of the amendments is permitted. Upon adoption, this guidance is not expected to have a material impact on the Company’s Consolidated Financial Statements.

NOTE 3. REVENUE RECOGNITION

ASC 606 “Revenue from Contracts with Customers” outlines a single comprehensive model to use in accounting for revenue arising from contracts with customers. The core principle is that an entity recognizes revenue to reflect the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

The Company’s revenues from clients are primarily generated from fees for providing investor communications and technology-enabled services and solutions. Revenues are recognized for the two reportable segments as follows:

- **Investor Communication Solutions**—Revenues are generated primarily from processing and distributing investor communications and other related services as well as vote processing and tabulation. The Company typically enters into agreements with clients to provide services on a fee for service basis. Fees received for processing and distributing investor communications are generally variably priced and recognized as revenue over time as the Company provides the services to clients based on the number of units processed, which coincides with the pattern of value transfer to the client. Broadridge works directly with corporate issuers (“Issuers”) and mutual funds to ensure that the account holders of the Company’s bank and broker clients, who are also the shareholders of Issuers and mutual funds, receive the appropriate investor communications materials and the services are fulfilled in accordance with each Issuer’s and mutual fund’s requirements. Broadridge works directly with the Issuers and mutual funds to resolve any issues that may arise. As such, Issuers and mutual funds are viewed as the customer of the Company’s services. As a result, revenues for distribution services as well as proxy materials fulfillment services are recorded in Revenue on a gross basis with corresponding costs including amounts remitted to the broker-dealers and banks (referred to as “Nominees”) recorded in Cost of revenues. Fees for the Company’s investor communications services arrangements are typically billed and paid on a monthly basis following the delivery of the services. The Company also offers certain hosted service arrangements that can be priced on a fixed and/or variable basis for which revenue is recognized over time as the Company satisfies its performance obligation by delivering services to the client on a monthly basis based on the number of transactions processed or units delivered, in the case of variable priced arrangements, or a fixed monthly fee in the case of fixed price arrangements, in each case which coincides with the pattern of value transfer to the client. These services may be billed in a variety of payment frequencies depending on the specific arrangement.
- **Global Technology and Operations**—Revenues are generated primarily from fees for trade processing and related services. Revenue is recognized over time as the Company satisfies its performance obligation by delivering services to the client. The Company’s arrangements for processing and related services typically consist of an obligation to provide specific services to its clients on a when and if needed basis (a stand ready obligation) with revenue recognized from the satisfaction of the performance obligations on a monthly basis generally in the amount billable to the client. These services are generally provided under variable priced arrangements based on volume of service and can include minimum monthly usage fees. Client service agreements often include up-front consideration in addition to the recurring fee for trade processing. Up-front implementation fees, as well as certain enhancements to existing technology platforms, are deferred and recognized on a straight-line basis over the service term of the contract which corresponds to the timing of transfer of value to the client that commences after client acceptance when the processing term begins. In addition, revenue is also generated from the fulfillment of professional services engagements which are generally priced on a time and materials or fixed price basis, and are recognized as the services are provided to the client which corresponds to the timing of transfer of value to the client. Finally, the Company generally recognizes license revenues from software term licenses installed on clients’ premises upon delivery and acceptance of the software license, assuming a contract is deemed to exist, and recognizes revenue attributed to the associated software maintenance and support obligation over the contract term. Software term license revenue is not a significant portion of the Company’s revenues.

The Company uses the following methods, inputs, and assumptions in determining amounts of revenue to recognize:

Transaction Price

The Company allocates transaction price to the individual performance obligations within a contract. If the contracted prices reflect the relative standalone selling prices for the individual performance obligations, no allocations are made. Otherwise, the Company uses the relative selling price method to allocate the transaction price, obtained from sources such as the observable price of a good or service when the Company sells that good or service separately in similar circumstances and to similar clients. If such evidence is unavailable, the Company uses the best estimate of the selling price, which includes various internal factors such as pricing strategy and market factors. A significant portion of the Company’s performance obligations are generated from transactions with volume based fees and includes services that are delivered at the same time. The Company recognizes revenue related to these arrangements over time as the services are provided to the client. While many of the Company’s contracts contain some component of variable consideration, the Company only recognizes variable consideration that is not expected to reverse. The Company allocates variable payments to distinct services in an overall contract when the variable payment relates specifically to that particular service and for which the variable payment reflects what the Company expects to receive in exchange for that particular service. As a result, the Company generally allocates and recognizes variable consideration in the period it has the contractual right to invoice the client.

As described above, Broadridge's most significant performance obligations involve variable consideration which constitutes the majority of its revenue streams. The Company's variable consideration components meet the criteria in ASC 606 for exclusion from disclosure of the remaining transaction price allocated to unsatisfied performance obligations as does any contracts with clients with an original duration of one year or less. The Company has contracts with clients that vary in length depending on the nature of the services and contractual terms negotiated with the client, and they generally extend over a multi-year period.

Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a client, are excluded from revenue. Distribution revenues associated with shipping and handling activities are accounted for as a fulfillment activity and recognized as the related services or products are transferred to the client. As a practical expedient, the Company does not adjust the transaction price for the effects of a significant financing component if, at contract inception, the period between client payment and the transfer of goods or services is expected to be one year or less.

Disaggregation of Revenue

The Company has presented below its revenue disaggregated by product line and by revenue type within each of its Investor Communication Solutions and Global Technology and Operations reportable segments.

Revenues in the Investor Communication Solutions segment are derived from both recurring and event-driven activity. In addition, the level of recurring and event-driven activity the Company processes directly impacts Distribution revenues. While event-driven activity is highly repeatable, it may not recur on an annual basis. Event-driven revenues are based on the number of special events and corporate transactions the Company processes. Event-driven activity is impacted by financial market conditions and changes in regulatory compliance requirements, resulting in fluctuations in the timing and levels of event-driven revenues. Distribution revenues primarily include revenues related to the physical mailing and distribution of proxy materials, interim communications, transaction reporting, customer communications and fulfillment services, as well as Broadridge Retirement and Workplace administrative services.

	Three Months Ended September 30,	
	2024	2023
(in millions)		
Investor Communication Solutions		
Regulatory	\$ 189.9	\$ 179.4
Data-driven fund solutions	108.0	101.8
Issuer	30.9	28.5
Customer communications	164.2	159.1
Total ICS Recurring revenues	493.1	468.8
Equity and other	21.1	40.8
Mutual funds	41.9	46.1
Total ICS Event-driven revenues	63.0	86.9
Distribution revenues	459.5	473.0
Total ICS Revenues	<u>\$ 1,015.6</u>	<u>\$ 1,028.6</u>
Global Technology and Operations		
Capital markets	\$ 261.0	\$ 248.5
Wealth and investment management	146.2	153.9
Total GTO Recurring revenues	407.2	402.4
Total Revenues	<u>\$ 1,422.9</u>	<u>\$ 1,431.1</u>
Revenues by Type		
Recurring revenues	\$ 900.3	\$ 871.2
Event-driven revenues	63.0	86.9
Distribution revenues	459.5	473.0
Total Revenues	<u>\$ 1,422.9</u>	<u>\$ 1,431.1</u>

Contract Balances

The following table provides information about contract assets and liabilities:

	<u>September 30, 2024</u>	<u>June 30, 2024</u>
	(in millions)	
Contract assets	\$ 123.8	\$ 125.3
Contract liabilities	\$ 658.5	\$ 696.6

Contract assets result from revenue already recognized but not yet invoiced, including certain future amounts to be collected under software term licenses and certain other client contracts. Contract liabilities represent consideration received or receivable from clients before the transfer of control occurs (deferred revenue). Contract balances are reported in a net contract asset or liability position on a contract-by-contract basis at the end of each reporting period.

During the three months ended September 30, 2024, contract assets decreased due to a decrease in software term license revenues, and contract liabilities decreased due to the timing of client invoices in relation to the timing of revenue recognized. The Company recognized \$154.2 million of revenue during the three months ended September 30, 2024 that was included in the contract liability balance as of June 30, 2024.

NOTE 4. WEIGHTED-AVERAGE SHARES OUTSTANDING

Basic earnings per share (“EPS”) is calculated by dividing the Company’s Net earnings by the basic Weighted-average shares outstanding for the periods presented. The Company calculates diluted EPS using the treasury stock method, which reflects the potential dilution that could occur if outstanding stock options at the presented date are exercised and restricted stock unit awards have vested.

The computation of diluted EPS excluded less than 0.3 million options to purchase Broadridge common stock for the three months ended September 30, 2024, and less than 0.1 million options to purchase Broadridge common stock for the three months ended September 30, 2023, as the effect of their inclusion would have been anti-dilutive.

The following table sets forth the denominators of the basic and diluted EPS computations:

	<u>Three Months Ended September 30,</u>	
	<u>2024</u>	<u>2023</u>
	(in millions)	
Weighted-average shares outstanding:		
Basic	116.9	117.9
Common stock equivalents	1.2	1.3
Diluted	<u>118.1</u>	<u>119.2</u>

NOTE 5. INTEREST EXPENSE, NET

Interest expense, net consisted of the following:

	<u>Three Months Ended September 30,</u>	
	<u>2024</u>	<u>2023</u>
	(in millions)	
Interest expense on borrowings	\$ (35.9)	\$ (36.4)
Interest income	3.6	2.9
Interest expense, net	<u>\$ (32.3)</u>	<u>\$ (33.4)</u>

NOTE 6. ACQUISITIONS

Assets acquired and liabilities assumed in business combinations are recorded on the Company's Condensed Consolidated Balance Sheets as of the respective acquisition date based upon the estimated fair values at such date. The results of operations of the business acquired by the Company are included in the Company's Condensed Consolidated Statements of Earnings since the respective date of acquisition. The excess of the purchase price over the estimated fair values of the underlying assets acquired and liabilities assumed is allocated to Goodwill.

During the three months ended September 30, 2024, there were no material acquisitions.

FISCAL YEAR 2024 BUSINESS COMBINATION

AdvisorTarget

In May 2024, the Company acquired AdvisorTarget, a market leader in providing asset management and wealth management firms with data products to help power digital marketing, sales and engagement programs targeting financial advisors. AdvisorTarget is included in the Company's ICS reportable segment. The aggregate purchase price included \$34.3 million in cash, \$1.0 million in deferred payments, \$1.6 million for the settlement of a preexisting relationship, and contingent consideration with a maximum potential pay-out of \$30.5 million. The contingent consideration is payable through fiscal year 2028 upon the achievement by the acquired business of certain defined revenue targets. Net tangible liabilities assumed in the transaction were \$3.1 million, and contingent liabilities incurred were valued at \$14.0 million. This acquisition resulted in \$41.8 million of Goodwill, which is tax deductible. Intangible assets acquired, which totaled \$12.1 million, consist primarily of software technology and customer relationships, which are being amortized over a five-year life.

The allocation of the purchase price will be finalized upon completion of the analysis of the fair values of the acquired business' assets and liabilities.

NOTE 7. FAIR VALUE OF FINANCIAL INSTRUMENTS

Accounting guidance on fair value measurements for certain financial assets and liabilities requires that assets and liabilities carried at fair value be classified and disclosed in one of the following three categories:

- Level 1 Quoted market prices in active markets for identical assets and liabilities.
- Level 2 Observable market-based inputs other than quoted prices in active markets for identical assets and liabilities.
- Level 3 Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. Level 3 assets and liabilities include financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

In valuing assets and liabilities, the Company is required to maximize the use of quoted market prices and minimize the use of unobservable inputs. The Company calculates the fair value of its Level 1 and Level 2 instruments, as applicable, based on the exchange traded price of similar or identical instruments where available or based on other observable instruments. These calculations take into consideration the credit risk of both the Company and its counterparties. The Company has not changed its valuation techniques in measuring the fair value of any financial assets and liabilities during the period.

The fair values of contingent consideration obligations are based on a probability weighted approach derived from the estimates of earn-out criteria and the probability assessment with respect to the likelihood of achieving those criteria. The measurement is based on significant inputs that are not observable in the market; therefore, the Company classifies this liability as Level 3 in the table below.

The following tables set forth the Company's financial assets and liabilities at September 30, 2024 and June 30, 2024, respectively, that are recorded at fair value, segregated by level within the fair value hierarchy:

September 30, 2024				
	Level 1	Level 2	Level 3	Total
(in millions)				
Assets:				
Other current assets:				
Securities	\$ 0.7	\$ —	\$ —	\$ 0.7
Other non-current assets:				
Securities (a)	185.2	—	—	185.2
Derivative asset	—	35.1	—	35.1
Total assets as of September 30, 2024	\$ 185.9	\$ 35.1	\$ —	\$ 221.1
Liabilities:				
Contingent consideration obligations	—	—	14.0	14.0
Total liabilities as of September 30, 2024	\$ —	\$ —	\$ 14.0	\$ 14.0
June 30, 2024				
	Level 1	Level 2	Level 3	Total
(in millions)				
Assets:				
Other current assets:				
Securities	\$ 0.8	\$ —	\$ —	\$ 0.8
Other non-current assets:				
Securities (a)	170.6	—	—	170.6
Derivative asset	—	59.9	—	59.9
Total assets as of June 30, 2024	\$ 171.4	\$ 59.9	\$ —	\$ 231.3
Liabilities:				
Contingent consideration obligations	—	—	14.0	14.0
Total liabilities as of June 30, 2024	\$ —	\$ —	\$ 14.0	\$ 14.0

(a) Includes investments related to the Company’s Defined Benefit Pension Plans and Executive Retirement and Savings Plan (the “ERSP”).

In addition, the Company has non-marketable securities with a carrying amount of \$58.3 million and \$58.3 million as of September 30, 2024 and June 30, 2024, respectively, that are classified as Level 2 financial assets and included as part of Other non-current assets on the Condensed Consolidated Balance Sheets.

The following table sets forth an analysis of changes during the three months ended September 30, 2024 and 2023, respectively, in Level 3 financial liabilities of the Company:

	Three Months Ended September 30,	
	2024	2023
(in millions)		
Beginning balance	\$ 14.0	\$ 12.0
Net increase in contingent consideration liability	—	0.8
Foreign currency impact on contingent consideration liability	—	0.1
Payments	—	—
Ending balance	\$ 14.0	\$ 12.9

Changes in economic conditions or model-based valuation techniques may require the transfer of financial instruments between levels. The Company’s policy is to record transfers between levels, if any, as of the beginning of the fiscal year.

NOTE 8. DEFERRED CLIENT CONVERSION AND START-UP COSTS

Deferred client conversion and start-up costs consisted of the following:

	September 30, 2024	June 30, 2024
	(in millions)	
Deferred client conversion and start-up costs	\$ 875.2	\$ 884.5
Other start-up costs	6.8	7.6
Total	\$ 882.0	\$ 892.1

Deferred client conversion and start-up costs include direct costs incurred to set up or convert a client’s systems to function with the Company’s technology, and are generally deferred and recognized on a straight-line basis over the service term of the arrangement to which the costs relate, which commences when the client goes live with the Company’s services. The key judgment for determining the amount of costs to be deferred relates to the extent to which such costs are recoverable. This estimate includes (i) projected future client revenues, including variable revenues, offset by an estimate of conversion costs including an estimate of onboarding costs as well as ongoing operational costs, and (ii) an estimate of the expected client life. This is also the basis for how the Company assesses such costs for impairment.

Deferred client conversion and start-up costs of \$882.0 million as of September 30, 2024 consist of costs incurred to set-up or convert a client’s systems to function with the Company’s technology of \$875.2 million, as well as other start-up costs of \$6.8 million. Deferred client conversion and start-up costs of \$892.1 million as of June 30, 2024 consist of costs incurred to set-up or convert a client’s systems to function with the Company’s technology of \$884.5 million, as well as other start-up costs of \$7.6 million.

The total amount of Deferred client conversion and start-up costs and Deferred sales commission costs amortized in Operating expenses during the three months ended September 30, 2024 and 2023, were \$36.6 million and \$32.2 million, respectively.

NOTE 9. OTHER NON-CURRENT ASSETS

Other non-current assets consisted of the following:

	September 30, 2024	June 30, 2024
	(in millions)	
Long-term investments	\$ 285.1	\$ 271.1
ROU assets (a)	182.6	186.2
Deferred sales commissions costs	127.8	131.2
Contract assets (b)	123.8	125.3
Long-term broker fees	33.2	34.9
Deferred data center costs (c)	10.9	11.8
Other (d)	84.1	110.1
Total	\$ 847.4	\$ 870.6

- (a) ROU assets represent the Company’s right to use an underlying asset for the lease term.
- (b) Contract assets result from revenue already recognized but not yet invoiced, including certain future amounts to be collected under software term licenses and certain other client contracts.
- (c) Represents deferred data center costs associated with the Company’s information technology services agreements. Please refer to Note 15, “Contractual Commitments, Contingencies and Off-Balance Sheet Arrangements” for a further discussion.
- (d) Includes \$35.1 million and \$59.9 million derivative assets as of September 30, 2024 and June 30, 2024, respectively, related to the Company’s cross-currency swap derivative contracts. Please refer to Note 15, “Contractual Commitments, Contingencies and Off-Balance Sheet Arrangements” for a further discussion.

NOTE 10. PAYABLES AND ACCRUED EXPENSES

Payables and accrued expenses consisted of the following:

	<u>September 30, 2024</u>	<u>June 30, 2024</u>
	(in millions)	
Accounts payable	\$ 168.0	\$ 314.0
Employee compensation and benefits	159.5	354.4
Accrued dividend payable	102.9	93.4
Accrued broker fees	78.4	126.3
Customer deposits	60.8	52.7
Business process outsourcing administration fees	57.5	59.9
Operating lease liabilities	39.5	38.0
Accrued taxes	35.7	112.5
Other	69.0	43.3
Total	<u>\$ 771.4</u>	<u>\$ 1,194.4</u>

Restructuring Charges

The total Employee compensation and benefits liability within the table above of \$159.5 million and \$354.4 million for September 30, 2024 and June 30, 2024, respectively, includes a restructuring liability of \$13.4 million and \$38.9 million as of September 30, 2024 and June 30, 2024, respectively.

During the fourth quarter of fiscal year 2024, Broadridge completed a corporate restructuring initiative to exit and realign some of its businesses, streamline the Company’s management structure, reallocate work to lower cost locations, and reduce headcount in deprioritized areas (the “Corporate Restructuring Initiative”), which was initiated in the fourth quarter of fiscal year 2023. For fiscal year 2024, this restructuring resulted in total severance costs of \$45.2 million recorded in Operating expenses. These costs were not reflected in segment profit and are recorded within the Other segment.

NOTE 11. BORROWINGS

Outstanding borrowings and available capacity under the Company’s borrowing arrangements were as follows:

	Expiration Date	Principal amount outstanding at September 30, 2024	Carrying value at September 30, 2024	Carrying value at June 30, 2024	Unused Available Capacity	Fair Value at September 30, 2024
(in millions)						
Long-term debt						
Fiscal 2021 Revolving Credit Facility:						
U.S. dollar tranche	April 2026	\$ 230.0	\$ 230.0	\$ —	\$ 870.0	\$ 230.0
Multicurrency tranche	April 2026	—	—	—	400.0	—
Total Revolving Credit Facility ..		<u>\$ 230.0</u>	<u>\$ 230.0</u>	<u>\$ —</u>	<u>\$ 1,270.0</u>	<u>\$ 230.0</u>
Fiscal 2024 Amended Term Loan.....	August 2026	\$ 1,120.0	\$ 1,118.1	\$ 1,117.9	\$ —	\$ 1,120.0
Fiscal 2016 Senior Notes	June 2026	\$ 500.0	\$ 498.8	\$ 498.7	\$ —	\$ 492.8
Fiscal 2020 Senior Notes	December 2029	750.0	745.3	745.1	—	696.5
Fiscal 2021 Senior Notes	May 2031	1,000.0	993.6	993.4	—	883.6
Total Senior Notes		<u>\$ 2,250.0</u>	<u>\$ 2,237.8</u>	<u>\$ 2,237.2</u>	<u>\$ —</u>	<u>\$ 2,072.8</u>
Total debt		<u>\$ 3,600.0</u>	<u>\$ 3,585.9</u>	<u>\$ 3,355.1</u>	<u>\$ 1,270.0</u>	<u>\$ 3,422.8</u>

Future principal payments on the Company’s outstanding debt are as follows:

Years ending June 30,	2025	2026	2027	2028	2029	Thereafter	Total
(in millions)	\$ —	\$ 730.0	\$ 1,120.0	\$ —	\$ —	\$ 1,750.0	\$ 3,600.0

Fiscal 2021 Revolving Credit Facility: In April 2021, the Company entered into an amended and restated \$1.5 billion five-year revolving credit facility, as amended on December 23, 2021 and May 23, 2023 (the “Fiscal 2021 Revolving Credit Facility”) which replaced the \$1.5 billion five-year revolving credit facility entered during March 2019. The Fiscal 2021 Revolving Credit Facility is comprised of a \$1.1 billion U.S. dollar tranche and a \$400.0 million multicurrency tranche. On May 23, 2023, we amended the interest rate index from LIBOR to Adjusted Term SOFR. On July 1, 2024, we amended the Canadian interest rate index from CDOR to Adjusted Term CORRA. All other terms remained unchanged.

The weighted-average interest rate on the Fiscal 2021 Revolving Credit Facility was 6.50% for the three months ended September 30, 2024, and 6.41% for the three months ended September 30, 2023, respectively. The fair value of the variable-rate Fiscal 2021 Revolving Credit Facility borrowings at September 30, 2024 approximates carrying value and has been classified as a Level 2 financial liability (as defined in Note 7, “Fair Value of Financial Instruments”).

Under the Fiscal 2021 Revolving Credit Facility, revolving loans denominated in U.S. Dollars, Canadian Dollars, Euro, Swedish Kronor, and Yen bears interest at Adjusted Term SOFR, Adjusted Term CORRA, EURIBOR, TIBOR and STIBOR, respectively, plus 1.100% per annum (subject to step-ups to 1.175% and step-downs to 0.805% based on public debt ratings) and revolving loans denominated in Sterling initially bear interest at SONIA plus 1.1326% per annum (subject to step-ups to 1.2076% and step-downs to 0.8376% based on ratings). The Fiscal 2021 Revolving Credit Facility also has an annual facility fee equal to 15.0 basis points on the entire facility (subject to step-ups to 20.0 basis points and step-downs to 7.0 basis points based on ratings). The Company may voluntarily prepay, in whole or in part and without premium or penalty, borrowings under the Fiscal 2021 Revolving Credit Facility in accordance with individual drawn loan maturities. The Fiscal 2021 Revolving Credit Facility is subject to certain covenants, including a leverage ratio. At September 30, 2024, the Company was in compliance with all covenants of the Fiscal 2021 Revolving Credit Facility.

Fiscal 2021 Term Loans: In March 2021, the Company entered into an amended and restated term credit agreement, as amended on December 23, 2021, and May 23, 2023 (“Term Credit Agreement”), providing for term loan commitments in an aggregate principal amount of \$2.55 billion, comprised of a \$1.0 billion tranche (“Tranche 1”), and a \$1.55 billion tranche (“Tranche 2,” together with Tranche 1, the “Fiscal 2021 Term Loans”). The proceeds of the Fiscal 2021 Term Loans were used by the Company to solely finance the acquisition of Itiviti and pay certain fees and expenses in connection therewith. Once borrowed, amounts repaid or prepaid in respect of such Fiscal 2021 Term Loans may not be reborrowed. The Tranche 1 Loan was to mature on the date that is 18 months after the date on which the Fiscal 2021 Term Loans were borrowed (the “Funding Date”), but was repaid in full in May 2021 with proceeds from the Fiscal 2021 Senior Notes (as discussed further below). The Tranche 2 Loan was to mature in May 2024. The Tranche 2 Loan bore interest at Adjusted Term SOFR plus 1.000% per annum (subject to step-ups to Adjusted Term SOFR plus 1.250% or a step-down to Adjusted Term SOFR plus 0.750% based on ratings). On May 23, 2023, we amended the interest rate index from LIBOR to Adjusted Term SOFR. All other terms remained unchanged.

Fiscal 2024 Amended Term Loan: On August 17, 2023, the Company amended and restated the Term Credit Agreement (the “Amended and Restated Term Credit Agreement”), providing for term loan commitment in an aggregate principal amount of \$1.3 billion, replacing the Tranche 2 Loan of the Fiscal 2021 Term Loans (the “Fiscal 2024 Amended Term Loan”). The Fiscal 2024 Amended Term Loan will mature in August 2026 on the third anniversary of the amended Funding Date of August 17, 2023. The Fiscal 2024 Term Loan bears interest at Adjusted Term SOFR plus 1.250% per annum (subject to a step-up to Adjusted Term SOFR plus 1.375% or step-downs to Adjusted Term SOFR plus 1.125% and Adjusted Term SOFR plus 1.000%, in each case, based on ratings).

The Company may voluntarily prepay the Fiscal 2024 Amended Term Loan in whole or in part and without premium or penalty. In the event of receipt of cash proceeds by the Company or its subsidiaries from certain incurrences of indebtedness, certain equity issuances, and certain sales, transfers or other dispositions of assets, the Company will be required to prepay the Fiscal 2024 Term Loan, subject to certain limitations and qualifications as set forth in the Amended and Restated Term Credit Agreement. The Amended and Restated Term Credit Agreement is subject to certain covenants, including a leverage ratio. At September 30, 2024, the Company was in compliance with all covenants of the Fiscal 2024 Amended Term Loan.

Fiscal 2016 Senior Notes: In June 2016, the Company completed an offering of \$500.0 million in aggregate principal amount of senior notes (the “Fiscal 2016 Senior Notes”). The Fiscal 2016 Senior Notes will mature on June 27, 2026 and bear interest at a rate of 3.40% per annum. Interest on the Fiscal 2016 Senior Notes is payable semi-annually in arrears on June 27 and December 27 of each year. The Fiscal 2016 Senior Notes were issued at a price of 99.589% (effective yield to maturity of 3.449%). The indenture governing the Fiscal 2016 Senior Notes contains certain covenants including covenants restricting the Company’s ability to create or incur liens securing indebtedness for borrowed money, to enter into certain sale-leaseback transactions, certain subsidiary indebtedness, and to engage in mergers or consolidations and transfer or lease of all or substantially all of the Company’s assets. At September 30, 2024, the Company is in compliance with the covenants of the indenture governing the Fiscal 2016 Senior Notes. The indenture also contains covenants regarding the purchase of the Fiscal 2016 Senior Notes upon a change of control triggering event. The Company may redeem the Fiscal 2016 Senior Notes in whole or in part at any time before their maturity. The fair value of the fixed-rate Fiscal 2016 Senior Notes at September 30, 2024 and June 30, 2024 was \$492.8 million and \$480.4 million, respectively, based on quoted market prices and has been classified as a Level 1 financial liability (as defined in Note 7, “Fair Value of Financial Instruments”).

Fiscal 2020 Senior Notes: In December 2019, the Company completed an offering of \$750.0 million in aggregate principal amount of senior notes (the “Fiscal 2020 Senior Notes”). The Fiscal 2020 Senior Notes will mature on December 1, 2029 and bear interest at a rate of 2.90% per annum. Interest on the Fiscal 2020 Senior Notes is payable semi-annually in arrears on June 1 and December 1 of each year. The Fiscal 2020 Senior Notes were issued at a price of 99.717% (effective yield to maturity of 2.933%). The indenture governing the Fiscal 2020 Senior Notes contains certain covenants including covenants restricting the Company’s ability to create or incur liens securing indebtedness for borrowed money, to enter into certain sale-leaseback transactions, certain subsidiary indebtedness, and to engage in mergers or consolidations and transfer or lease of all or substantially all of the Company’s assets. At September 30, 2024, the Company is in compliance with the covenants of the indenture governing the Fiscal 2020 Senior Notes. The indenture also contains covenants regarding the purchase of the Fiscal 2020 Senior Notes upon a change of control triggering event. The Company may redeem the Fiscal 2020 Senior Notes in whole or in part at any time before their maturity. The fair value of the fixed-rate Fiscal 2020 Senior Notes at September 30, 2024 and June 30, 2024 was \$696.5 million and \$667.7 million, respectively, based on quoted market prices and has been classified as a Level 1 financial liability (as defined in Note 7, “Fair Value of Financial Instruments”).

Fiscal 2021 Senior Notes: In May 2021, the Company completed an offering of \$1.0 billion in aggregate principal amount of senior notes (the “Fiscal 2021 Senior Notes”). The Fiscal 2021 Senior Notes will mature on May 1, 2031 and bear interest at a rate of 2.60% per annum. Interest on the Fiscal 2021 Senior Notes is payable semi-annually in arrears on May 1 and November 1 of each year. The Fiscal 2021 Senior Notes were issued at a price of 99.957% (effective yield to maturity of 2.605%). The indenture governing the Fiscal 2021 Senior Notes contains certain covenants including covenants restricting the Company’s ability to create or incur liens securing indebtedness for borrowed money, to enter into certain sale-leaseback transactions, certain subsidiary indebtedness, and to engage in mergers or consolidations and transfer or lease of all or substantially all of the Company’s assets. At September 30, 2024, the Company is in compliance with the covenants of the indenture governing the Fiscal 2021 Senior Notes. The indenture also contains covenants regarding the purchase of the Fiscal 2021 Senior Notes upon a change of control triggering event. The Company may redeem the Fiscal 2021 Senior Notes in whole or in part at any time before their maturity. The fair value of the fixed-rate Fiscal 2021 Senior Notes at September 30, 2024 and June 30, 2024 was \$883.6 million and \$843.5 million, respectively, based on quoted market prices and has been classified as a Level 1 financial liability (as defined in Note 7, “Fair Value of Financial Instruments”).

The Fiscal 2021 Revolving Credit Facility, Fiscal 2024 Amended Term Loan, Fiscal 2016 Senior Notes, Fiscal 2020 Senior Notes and Fiscal 2021 Senior Notes are senior unsecured obligations of the Company and are ranked equally in right of payment.

In addition, certain of the Company’s subsidiaries established unsecured, uncommitted lines of credit with banks. As of September 30, 2024 and June 30, 2024, respectively, there were no outstanding borrowings under these lines of credit.

NOTE 12. OTHER NON-CURRENT LIABILITIES

Other non-current liabilities consisted of the following:

	<u>September 30, 2024</u>	<u>June 30, 2024</u>
	(in millions)	
Post-employment retirement obligations	\$ 228.8	\$ 214.8
Operating lease liabilities	177.4	183.8
Non-current income taxes	60.1	59.0
Acquisition related contingencies	15.8	15.0
Other	56.4	78.3
Total	<u>\$ 538.5</u>	<u>\$ 550.9</u>

The Company sponsors a Supplemental Officer Retirement Plan (the “Broadridge SORP”). The Broadridge SORP is a non-qualified ERISA defined benefit plan pursuant to which the Company will pay supplemental pension benefits to certain key officers upon retirement based upon the officers’ years of service and compensation. The Broadridge SORP was closed to new participants beginning in fiscal year 2015. The Company also sponsors a Supplemental Executive Retirement Plan (the “Broadridge SERP”). The Broadridge SERP is also a non-qualified ERISA defined benefit plan pursuant to which the Company will pay supplemental pension benefits to certain key executives upon retirement based upon the executives’ years of service and compensation. The Broadridge SERP was closed to new participants beginning in fiscal year 2015.

The SORP and SERP are effectively funded with assets held in a Rabbi Trust. The assets invested in the Rabbi Trust are to be used in part to fund benefit payments to participants under the terms of the plans. The Rabbi Trust is irrevocable and no portion of the trust funds may be used for any purpose other than the delivery of those assets to the participants, except that assets held in the Rabbi Trust would be subject to the claims of the Company’s general creditors in the event of bankruptcy or insolvency of the Company. The Broadridge SORP and SERP are non-qualified plans for federal tax purposes and for purposes of Title I of ERISA. The Rabbi Trust assets had a value of \$64.9 million at September 30, 2024 and \$61.8 million at June 30, 2024 and are included in Other non-current assets in the accompanying Condensed Consolidated Balance Sheets. The SORP and the SERP had a total benefit obligation of \$62.1 million at September 30, 2024 and \$61.6 million at June 30, 2024 and are included in Other non-current liabilities in the accompanying Condensed Consolidated Balance Sheets.

NOTE 13. STOCK-BASED COMPENSATION

The activity related to the Company’s incentive equity awards for the three months ended September 30, 2024 consisted of the following:

	Stock Options		Time-based Restricted Stock Units		Performance-based Restricted Stock Units	
	Number of Options	Weighted-Average Exercise Price	Number of Shares	Weighted-Average Grant Date Fair Value	Number of Shares	Weighted-Average Grant Date Fair Value
Balances at June 30, 2024	2,180,621	\$ 132.68	682,684	\$ 146.05	161,805	\$ 152.21
Granted	—	—	10,433	211.67	—	—
Exercise of stock options (a)	(180,774)	99.29	—	—	—	—
Vesting of restricted stock units	—	—	(4,689)	158.51	—	—
Expired/forfeited	(200)	198.30	(8,774)	161.51	(3,096)	143.81
Balances at September 30, 2024 (b),(c)	<u>1,999,647</u>	<u>\$ 135.69</u>	<u>679,654</u>	<u>\$ 146.77</u>	<u>158,709</u>	<u>\$ 152.37</u>

- (a) Stock options exercised during the period of July 1, 2024 through September 30, 2024 had an aggregate intrinsic value of \$20.0 million.
- (b) As of September 30, 2024, the Company’s outstanding vested and currently exercisable stock options using the September 30, 2024 closing stock price of \$215.03 (approximately 1.2 million shares) had an aggregate intrinsic value of \$115.8 million with a weighted-average exercise price of \$116.37 and a weighted-average remaining contractual life of 4.9 years. The total of all stock options outstanding as of September 30, 2024 has a weighted-average remaining contractual life of 6.3 years.
- (c) As of September 30, 2024, time-based restricted stock units and performance-based restricted stock units expected to vest using the September 30, 2024 closing stock price of \$215.03 (approximately 0.6 million and 0.2 million shares, respectively) had an aggregate intrinsic value of \$139.5 million and \$32.3 million, respectively. Performance-based restricted stock units granted in the table above represent initial target awards, and performance adjustments for (i) change in shares issued based upon attainment of performance goals determined in the period, and (ii) estimated change in shares issued resulting from attainment of performance goals to be determined at the end of the prospective performance period.

The Company has stock-based compensation plans under which the Company annually grants stock option and restricted stock unit awards. Stock options are granted to employees at exercise prices equal to the fair market value of the Company’s common stock on the dates of grant, with the measurement of stock-based compensation expense recognized in Net earnings based on the fair value of the award on the date of grant. Stock-based compensation expense of \$14.9 million and \$16.4 million, as well as related expected tax benefits of \$2.5 million and \$2.9 million were recognized for the three months ended September 30, 2024 and 2023, respectively.

As of September 30, 2024, the total remaining unrecognized compensation cost related to non-vested stock options and restricted stock unit awards amounted to \$14.0 million and \$46.6 million, respectively, which will be amortized over the weighted-average remaining requisite service periods of 1.7 years and 1.6 years, respectively.

For stock options granted, the fair value of each stock option was estimated on the date of grant using a binomial option pricing model. The binomial model considers a range of assumptions related to volatility, risk-free interest rate and employee exercise behavior. Expected volatilities utilized in the binomial model are based on a combination of implied market volatilities, historical volatility of the Company’s stock price and other factors. Similarly, the dividend yield is based on historical experience and expected future changes. The risk-free rate is derived from the U.S. Treasury yield curve in effect at the time of grant. The binomial model also incorporates exercise and forfeiture assumptions based on an analysis of historical data. The expected life of the stock option grants is derived from the output of the binomial model and represents the period of time that options granted are expected to be outstanding.

NOTE 14. INCOME TAXES

	Three Months Ended September 30,	
	2024	2023
	(in millions)	
Provision for income taxes	\$ 20.5	\$ 22.0
Effective tax rate	20.4 %	19.5 %
Excess tax benefits	\$ 3.1	\$ 5.0

The increase in the effective tax rate for the three months ended September 30, 2024 was primarily driven by a decrease in discrete tax benefits relative to pre-tax income due to a lower excess tax benefit related to equity compensation.

NOTE 15. CONTRACTUAL COMMITMENTS, CONTINGENCIES AND OFF-BALANCE SHEET ARRANGEMENTS

Data Center Agreements

The Company is a party to an Amended and Restated IT Services Agreement with Kyndryl, Inc. (“Kyndryl”), an entity formed by IBM’s spin-off of its managed infrastructure services business, under which Kyndryl provides certain aspects of the Company’s information technology infrastructure, including supporting its mainframe, midrange, network and data center operations, as well as providing disaster recovery services. The Amended and Restated IT Services Agreement expires on June 30, 2027, however the Company may renew the agreement for up to one additional 12-month period. Fixed minimum commitments remaining under the Amended and Restated IT Services Agreement at September 30, 2024 are \$91.2 million through June 30, 2027, the final year of the Amended and Restated IT Services Agreement.

The Company is a party to an information technology agreement for private cloud services (the “Private Cloud Agreement”) under which Kyndryl operates, manages and supports the Company’s private cloud global distributed platforms and products, and operates and manages certain Company networks. The Private Cloud Agreement expires on March 31, 2030. Fixed minimum commitments remaining under the Private Cloud Agreement at September 30, 2024 are \$94.8 million through March 31, 2030, the final year of the contract.

Cloud Services Resale Agreement

On December 31, 2021, the Company and Presidio Networked Solutions LLC (“Presidio”), a reseller of services of Amazon Web Services, Inc. and its affiliates (collectively, “AWS”), entered into an Order Form and AWS Private Pricing Addendum, dated December 31, 2021 (the “Order Form”), to the Cloud Services Resale Agreement, dated December 15, 2017, as amended (together with the Order Form, the “AWS Cloud Agreement”), whereby Presidio will resell to the Company certain public cloud infrastructure and related services provided by AWS for the operation, management and support of the Company’s cloud global distributed platforms and products. The AWS Cloud Agreement expires on December 31, 2026. Fixed minimum commitments remaining under the AWS Cloud Agreement at September 30, 2024 are \$124.6 million through December 31, 2026.

Investments

The Company has an equity method investment that is a variable interest in a variable interest entity. The Company is not the primary beneficiary and therefore does not consolidate the investee. The Company’s potential maximum loss exposure related to its unconsolidated investments in this variable interest entity totaled \$33.4 million as of September 30, 2024, which represents the carrying value of the Company's investment.

In addition, as of September 30, 2024, the Company has a future commitment to fund \$0.4 million to one of the Company’s other investees.

Software License Agreements

The Company has incurred the following expenses under software license agreements:

	Three Months Ended September 30,	
	2024	2023
(in millions)		
Software License Agreements	\$ 34.3	\$ 33.5

Fixed Operating Lease Cost

The Company has incurred the following fixed operating lease costs:

	Three Months Ended September 30,	
	2024	2023
(in millions)		
Fixed Operating Lease Cost	\$ 10.1	\$ 10.2

Litigation

Broadridge or its subsidiaries are subject to various claims and legal matters that arise in the normal course of business (referred to as “Litigation”). The Company establishes reserves for Litigation and other loss contingencies when it is both probable that a loss will occur, and the amount of such loss can reasonably be estimated. For certain Litigation matters for which the Company does not believe it probable that a loss will occur at this time, the Company is able to estimate a range of reasonably possible losses in excess of established reserves. Management currently estimates an aggregate range of reasonably possible losses for such matters of up to \$5.0 million in excess of any established reserves. The Litigation matters underlying the estimated range will change from time to time, and it is reasonably possible that the actual results may vary significantly from this estimate. The Company’s management currently believes that resolution of any outstanding legal matters will not have a material adverse effect on the Company’s financial position or results of operations. However, legal matters are subject to inherent uncertainties and there exists the possibility that the ultimate resolution of these matters could have a material adverse impact on the Company’s financial position and results of operations in the period in which any such effects are recorded.

Plan Management Corp. Claim

Paramount Financial Communications, Inc. d/b/a Plan Management Corp. (“Plan Management”) and Jonathan Miller filed a complaint on January 28, 2015 in the United States District Court for the Eastern District of Pennsylvania. Plan Management claimed that Broadridge Investor Communication Solutions, Inc. (“BRICS”) breached a marketing agreement between BRICS and Plan Management and Mr. Miller asserted a fraud claim. In August 2024, Broadridge settled the matter for \$11.0 million and provided an incremental accrual of \$10.3 million in the fourth quarter of the 2024 fiscal year. The final payment related to the settlement was made by Broadridge during the second fiscal quarter of the 2025 fiscal year, and no further liability remains.

Broadridge Customer Communications (“BRCC”) Machine Operator Claim

A law firm representing a machine operator currently employed by BRCC, a business within the ICS segment in Edgewood, New York sought compensation under the Fair Labor Standards Act and New York Labor Law on behalf of the machine operator and a proposed class of machine operators. During the third quarter of the 2024 fiscal year, Broadridge agreed to settle the matter for \$9.9 million and provided an incremental accrual of \$8.2 million. The settlement is subject to final documentation and court approval.

Other

It is not the Company’s business practice to enter into off-balance sheet arrangements. However, the Company is exposed to market risk from changes in foreign currency exchange rates that could impact its financial position, results of operations, and cash flows. The Company manages its exposure to these market risks through its regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments.

In January 2022, the Company executed a series of cross-currency swap derivative contracts with an aggregate notional amount of EUR 880 million which are designated as net investment hedges to hedge a portion of its net investment in its subsidiaries whose functional currency is the Euro. The cross-currency swap derivative contracts are agreements to pay fixed-rate interest in Euros and receive fixed-rate interest in U.S. Dollars, thereby effectively converting a portion of the Company’s U.S. Dollar denominated fixed-rate debt into Euro denominated fixed-rate debt. The cross-currency swaps mature in May 2031 to coincide with the maturity of the Fiscal 2021 Senior Notes. Accordingly, foreign currency transaction gains or losses on the qualifying net investment hedge instruments are recorded as foreign currency translation within other comprehensive income (loss), net in the Condensed Consolidated Statements of Comprehensive Income and will remain in Accumulated other comprehensive income (loss) in the Condensed Consolidated Balance Sheets until the sale or complete liquidation of the underlying foreign subsidiary. At September 30, 2024, the Company’s position on the cross-currency swaps was an asset of \$35.1 million, and is recorded as part of Other non-current assets on the Condensed Consolidated Balance Sheets with the offsetting amount recorded as part of Accumulated other comprehensive income (loss), net of tax. The Company has elected the spot method of accounting whereby the net interest savings from the cross-currency swaps is recognized as a reduction in interest expense in the Company’s Condensed Consolidated Statements of Earnings.

In May 2021, the Company settled a forward treasury lock agreement that was designated as a cash flow hedge, for a pre-tax loss of \$11.0 million, after which the final settlement loss is being amortized into Interest expense, net ratably over the ten-year term of the Fiscal 2021 Senior Notes. The expected amount of the existing loss that will be amortized into earnings before income taxes within the next twelve months is approximately \$1 million.

In the normal course of business, the Company enters into contracts in which it makes representations and warranties that relate to the performance of the Company’s products and services. The Company does not expect any material losses related to such representations and warranties, or collateral arrangements.

The Company’s business process outsourcing and mutual fund processing services are performed by Broadridge Business Process Outsourcing, LLC (“BBPO”), an indirect subsidiary, which is a broker-dealer registered with the SEC and a member of the Financial Industry Regulatory Authority, Inc. (“FINRA”). Although BBPO’s FINRA membership agreement allows it to engage in clearing and the retailing of corporate securities in addition to mutual fund retailing on a wire order basis, BBPO does not clear customer transactions, process any retail business or carry customer accounts. As a registered broker-dealer and member of FINRA, BBPO is subject to the Uniform Net Capital Rule 15c3-1 of the Securities Exchange Act of 1934, as amended, which requires BBPO to maintain a minimum net capital amount. At September 30, 2024, BBPO was in compliance with this net capital requirement.

In addition, Matrix Trust Company, a subsidiary of the Company, is a Colorado State non-depository trust company and National Securities Clearing Corporation trust member, whose primary business is to provide cash agent, custodial and directed trustee services to institutional customers, and investment management services to collective investment trust funds. As a result, Matrix Trust Company is subject to various regulatory capital requirements administered by the Colorado Division of Banking and the Arizona Department of Financial Institutions, as well as the National Securities Clearing Corporation. Specific capital requirements that involve quantitative measures of assets, liabilities, and certain off-balance sheet items, when applicable, must be met. At September 30, 2024, Matrix Trust Company was in compliance with its capital requirements.

NOTE 16. CHANGES IN ACCUMULATED OTHER COMPREHENSIVE INCOME/(LOSS) BY COMPONENT

The following tables summarize the changes in the accumulated balances for each component of accumulated other comprehensive income/(loss) for the three and three months ended September 30, 2024, and 2023, respectively:

	Foreign Currency Translation	Pension and Post- Retirement Liabilities	Cash Flow Hedge	Total
(in millions)				
Balances at June 30, 2024	\$ (320.3)	\$ (5.7)	\$ (5.7)	\$ (331.7)
Other comprehensive income before reclassifications	28.9	—	—	28.9
Amounts reclassified from accumulated other comprehensive income	—	0.1	0.2	0.3
Balances at September 30, 2024	<u>\$ (291.4)</u>	<u>\$ (5.6)</u>	<u>\$ (5.5)</u>	<u>\$ (302.5)</u>

	Foreign Currency Translation	Pension and Post- Retirement Liabilities	Cash Flow Hedge	Total
	(in millions)			
Balances at June 30, 2023	\$ (273.6)	\$ (4.6)	\$ (6.5)	\$ (284.7)
Other comprehensive income before reclassifications	(16.6)	—	—	(16.6)
Amounts reclassified from accumulated other comprehensive income	—	0.1	0.2	0.3
Balances at September 30, 2023	<u>\$ (290.1)</u>	<u>\$ (4.6)</u>	<u>\$ (6.3)</u>	<u>\$ (301.0)</u>

NOTE 17. INTERIM FINANCIAL DATA BY SEGMENT

The Company operates in two reportable segments: Investor Communication Solutions and Global Technology and Operations. See Note 1, “Basis of Presentation” for a further description of the Company’s reportable segments.

The primary components of “Other” are certain gains, losses, corporate overhead expenses and non-operating expenses that have not been allocated to the reportable segments, such as interest expense.

Certain corporate expenses, as well as certain centrally managed expenses, are allocated based upon budgeted amounts in a reasonable manner. Because the Company compensates the management of its various businesses on, among other factors, segment profit, the Company may elect to record certain segment-related operating and non-operating expense items in Other rather than reflect such items in segment profit.

Segment results:

	Revenues	
	Three Months Ended September 30,	
	2024	2023
	(in millions)	
Investor Communication Solutions	\$ 1,015.6	\$ 1,028.6
Global Technology and Operations	407.2	402.4
Total	<u>\$ 1,422.9</u>	<u>\$ 1,431.1</u>

	Earnings (Loss) before Income Taxes	
	Three Months Ended September 30,	
	2024	2023
	(in millions)	
Investor Communication Solutions	\$ 96.5	\$ 115.2
Global Technology and Operations	47.4	33.7
Other	(43.7)	(36.0)
Total	<u>\$ 100.3</u>	<u>\$ 112.9</u>

The amount of amortization of acquired intangibles and purchased intellectual property by segment is as follows:

	Three Months Ended September 30,	
	2024	2023
	(in millions)	
Investor Communication Solutions.....	\$ 11.6	\$ 11.4
Global Technology and Operations	36.6	39.4
Total	<u>\$ 48.2</u>	<u>\$ 50.8</u>

NOTE 18. SUBSEQUENT EVENTS

On November 1, 2024, the Company completed the acquisition of Kyndryl’s Securities Industry Services (“SIS”) business (“SIS Business”) to provide wealth management, capital markets, and information technology solutions in Canada, expanding the Company’s product offerings in the GTO reportable segment. The total purchase price, translated to U.S. dollars, was approximately \$185 million. Our discussions with the Canadian Competition Bureau are ongoing.

In connection with the acquisition, on November 1, 2024, Broadridge Software Limited, a subsidiary of the Company, entered into a Master Services Agreement with Kyndryl Canada Limited (“Kyndryl Canada”) pursuant to which Kyndryl Canada will provide infrastructure managed services for the SIS Business.

Item 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with our Condensed Consolidated Financial Statements and accompanying Notes thereto included elsewhere herein.

Overview

Broadridge, a Delaware corporation and a part of the S&P 500® Index, is a global financial technology leader providing investor communications and technology-driven solutions to banks, broker-dealers, asset and wealth managers, public companies, investors and mutual funds. With over 60 years of experience, including over 15 years as an independent public company, we provide integrated solutions and an important infrastructure that powers the financial services industry. Our solutions enable better financial lives by powering investing, governance and communications and help reduce the need for our clients to make significant capital investments in operations infrastructure, thereby allowing them to increase their focus on core business activities.

We operate our business in two reportable segments: Investor Communication Solutions (“ICS”) and Global Technology and Operations (“GTO”).

ACQUISITIONS

Assets acquired and liabilities assumed in business combinations are recorded on the Company’s Consolidated Balance Sheets as of the respective acquisition date based upon the estimated fair values at such date. The results of operations of the business acquired by the Company are included in the Company’s Consolidated Statements of Earnings since the respective date of acquisition. The excess of the purchase price over the estimated fair values of the underlying assets acquired and liabilities assumed is allocated to Goodwill.

Fiscal Year 2025 Acquisition:

During the three months ended September 30, 2024, there were no material acquisitions.

Fiscal Year 2024 Acquisition:

AdvisorTarget

In May 2024, the Company acquired AdvisorTarget, a market leader in providing asset management and wealth management firms with data products to help power digital marketing, sales and engagement programs targeting financial advisors. AdvisorTarget is included in the Company’s ICS reportable segment. The aggregate purchase price included \$34.3 million in cash, \$1.0 million in deferred payments, \$1.6 million for the settlement of a preexisting relationship, and contingent consideration with a maximum potential pay-out of \$30.5 million. The contingent consideration is payable through fiscal year 2028 upon the achievement by the acquired business of certain defined revenue targets. Net tangible liabilities assumed in the transaction were \$3.1 million, and contingent liabilities incurred were valued at \$14.0 million. This acquisition resulted in \$41.8 million of Goodwill, which is tax deductible. Intangible assets acquired, which totaled \$12.1 million, consist primarily of software technology and customer relationships, which are being amortized over a five-year life.

Investor Communication Solutions

We provide the following governance and communications solutions through our Investor Communication Solutions business segment: Regulatory Solutions, Data-Driven Fund Solutions, Corporate Issuer Solutions, and Customer Communications Solutions.

A large portion of our Investor Communication Solutions business involves the processing and distribution of proxy materials to investors in equity securities and mutual funds, as well as the facilitation of related vote processing. ProxyEdge® is our innovative electronic proxy delivery and voting solution for institutional investors and financial advisors that helps ensure the voting participation of the largest stockholders of many companies. We have implemented digital applications to make voting easier for retail investors. We also provide the distribution of regulatory reports, class action and corporate action/reorganization event information, as well as tax reporting solutions that help our clients meet their regulatory compliance needs.

For asset managers and retirement service providers, we offer data-driven solutions and an end-to-end platform for content management, composition, and omni-channel distribution of regulatory, marketing, and transactional information. Our data and analytics solutions provide investment product distribution data, analytical tools, insights, and research to enable asset managers to optimize product distribution across retail and institutional channels globally. Through our Retirement and Workplace business (“Broadridge Retirement and Workplace”), we provide mutual fund trade processing services for retirement service providers, third-party administrators, financial advisors, banks and wealth management professionals.

In addition, we provide public corporations and mutual funds with a full suite of solutions to help manage their annual meeting process, including a full suite of annual meeting and shareholder engagement solutions such as registered and beneficial proxy materials distribution, proxy processing and tabulation services, digital voting solutions, proxy and shareholder report document management solutions, virtual shareholder meeting services and environmental, social and governance solutions. We also offer disclosure solutions, including annual SEC filing services and capital markets transaction services. We also provide registrar, stock transfer and record-keeping services through our transfer agency services.

We provide omni-channel customer communications solutions, that include print and digital solutions, to modernize technology infrastructures, simplify communications processes, accelerate digital adoption and improve the customer experience. Through one point of integration, the Broadridge Communications CloudSM platform helps companies create, deliver, and manage their communications and customer engagement. The platform includes data-driven composition tools, identity and preference management, omni-channel optimization and digital communication experience, archive and information management, digital and print delivery, and analytics and reporting tools.

Global Technology and Operations

Our Global Technology and Operations business provides the non-differentiating yet mission-critical infrastructure to the global financial markets. As a leading software as a service (“SaaS”) provider, we offer capital markets, wealth and investment management firms modern technology to enable growth, simplify their technology stacks and mutualize costs. Our highly scalable, resilient, component-based solutions automate the front-to-back transaction lifecycle of equity, mutual fund, fixed income, foreign exchange and exchange-traded derivatives, from order capture and execution through trade confirmation, margin, cash management, clearing and settlement, reference data management, reconciliations, securities financing and collateral management, asset servicing, compliance and regulatory reporting, portfolio accounting and custody-related services. Our Wealth Management business provides solutions for advisors and investors and also streamlines back and middle-office operations for broker-dealers by providing systems for critical post-trade activities, including books and records, transaction processing, clearance and settlement, and reporting. Our Investment Management business provides portfolio and order management solutions for traditional and alternative asset managers, which bring insights into trading, portfolio construction, risk and analytics. Our solutions connect asset managers to a global network of broker-dealers for trade execution and post-trade matching and confirmation. In addition, we provide business process outsourcing services for its buy and sell-side clients’ businesses. These services combine Broadridge’s technology with its operations expertise to support the entire trade lifecycle, including securities clearing and settlement, reconciliations, record-keeping, wealth management asset servicing, and custody-related functions.

For capital markets firms, we provide a set of multi-asset, multi-entity and multi-currency post-trade and trading and connectivity solutions that support processing of securities transactions in equities, options, fixed income securities, foreign exchange, exchange-traded derivatives and mutual funds. Provided on a SaaS basis within large user communities, our technology is a global solution, processing clearance and settlement in over 100 countries. Our solutions enable global capital markets firms to access market liquidity, drive more effective market making and efficient front-to-back trade processing. Through Broadridge Trading and Connectivity Solutions, we offer a set of global front-office trade order and execution management systems and connectivity solutions that enable market participants to connect and trade. The combination of the front-office solutions from the 2021 acquisition of Itiviti Holding AB (“Itiviti”) and our post-trade product suite and other capital markets capabilities enables our clients to streamline their front-to-back technology platforms and operations and increase straight-through-processing efficiencies, across equities, fixed income, exchange-traded derivatives, and other asset classes.

Our Wealth Management business delivers technology solutions and other capabilities across the entire wealth management lifecycle and streamlines all aspects of wealth management services, including account management, fee management and client on-boarding. The wealth technology solutions enable full-service, regional and independent broker-dealers and investment advisors to better engage with customers through digital marketing and customer communications tools. We also integrate data, content and technology to drive new customer acquisition, support holistic and personalized advice and cross-sell opportunities. Our advisor solutions help advisors optimize their practice management through customer and account data aggregation and reporting.

Our Investment Management business services the global investment management industry with a range of buy-side technology solutions such as portfolio management, compliance and fee billing and operational support solutions for hedge funds, family offices, alternative asset managers, traditional asset managers and the providers that service this space including prime brokers, fund administrators and custodians.

Consolidation and Basis of Presentation

The Condensed Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles (“GAAP”) in the United States of America (“U.S.”). These Condensed Consolidated Financial Statements present the condensed consolidated position of the Company and include the entities in which the Company directly or indirectly has a controlling financial interest as well as various entities in which the Company has investments recorded under the equity method of accounting as well as certain marketable and non-marketable securities. Intercompany balances and transactions have been eliminated. Amounts presented may not sum due to rounding.

The results of operations reported for interim periods are not necessarily indicative of the results of operations for the entire year or any subsequent interim period. These Condensed Consolidated Financial Statements should be read in conjunction with the Company’s Consolidated Financial Statements for the fiscal year ended June 30, 2024 in the 2024 Annual Report.

Critical Accounting Estimates

In presenting the Condensed Consolidated Financial Statements, management makes estimates and assumptions that affect the amounts reported and related disclosures. Management continually evaluates the accounting policies and estimates used to prepare the Condensed Consolidated Financial Statements. The estimates, by their nature, are based on judgment, available information, and historical experience and are believed to be reasonable. However, actual amounts and results could differ from these estimates made by management. In management’s opinion, the Condensed Consolidated Financial Statements contain all normal recurring adjustments necessary for a fair presentation of results reported. The results of operations reported for the periods presented are not necessarily indicative of the results of operations for subsequent periods. Certain accounting policies that require significant management estimates and are deemed critical to our results of operations or financial position are discussed in the “Critical Accounting Policies” section of Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the 2024 Annual Report.

KEY PERFORMANCE INDICATORS

Management focuses on a variety of key indicators to plan, measure and evaluate the Company’s business and financial performance. These performance indicators include Revenue and Recurring revenue as well as not generally accepted accounting principles measures (“Non-GAAP”) of Adjusted Operating income, Adjusted Net earnings, Adjusted earnings per share, Free Cash flow, Recurring revenue growth constant currency, and Closed sales. In addition, management focuses on select operating metrics specific to Broadridge of Record Growth and Internal Trade Growth, as defined below.

Refer to the section “Explanation and Reconciliation of the Company’s Use of Non-GAAP Financial Measures” for a reconciliation of Adjusted Operating income, Adjusted Net earnings, Adjusted earnings per share, Free Cash flow and Recurring revenue growth constant currency to the most directly comparable GAAP measures, and an explanation for why these Non-GAAP metrics provide useful information to investors and how management uses these Non-GAAP metrics for operational and financial decision-making. Refer to the section “Results of Operations” for a description of Closed sales and an explanation of why Closed sales is a useful performance metric for management and investors.

Revenues

Revenues are primarily generated from fees for processing and distributing investor communications and fees for technology-enabled services and solutions. The Company monitors revenue in each of our two reportable segments as a key measure of success in addressing our clients’ needs. Revenues from fees are derived from both recurring and event-driven activity. The level of recurring and event-driven activity the Company processes directly impacts distribution revenues. While event-driven activity is highly repeatable, it may not recur on an annual basis. Event-driven revenues are based on the number of special events and corporate transactions the Company processes. Event-driven activity is impacted by financial market conditions and changes in regulatory compliance requirements, resulting in fluctuations in the timing and levels of event-driven revenues. Distribution revenues primarily include revenues related to the physical mailing of proxy materials, interim communications, transaction reporting, customer communications and fulfillment services as well as Broadridge Retirement and Workplace administrative services.

Recurring revenue growth represents the Company’s total annual revenue growth, less growth from event-driven and distribution revenues. We distinguish recurring revenue growth between organic and acquired:

- Organic – We define organic revenue as the recurring revenue generated from Net New Business and Internal Growth.
- Acquired – We define acquired revenue as the recurring revenue generated from acquired services in the first twelve months following the date of acquisition. This type of growth comes as a result of our strategy to purchase, integrate, and leverage the value of assets we acquire.

Revenue and Recurring revenue are useful metrics for investors in understanding how management measures and evaluates the Company’s ongoing operational performance. See “Results of Operations” as well as Note 3, “Revenue Recognition” to our Condensed Consolidated Financial Statements in this Form 10-Q.

Record Growth and Internal Trade Growth

The Company uses select operating metrics specific to Broadridge of Record Growth and Internal Trade Growth in evaluating its business results and identifying trends affecting its business. Record Growth is comprised of stock record growth and interim record growth. Stock record growth (also referred to as “SRG” or “equity position growth”) measures the estimated annual change in positions eligible for equity proxy materials. Interim record growth (also referred to as “IRG” or “mutual fund/ETF position growth”) measures the estimated change in mutual fund and exchange traded fund positions eligible for interim communications. These metrics are calculated from equity proxy and mutual fund/ETF position data reported to Broadridge for the same issuers or funds in both the current and prior year periods.

Internal Trade Growth represents the estimated change in daily average trade volumes for Broadridge securities processing clients whose contracts are linked to trade volumes and who were on Broadridge’s trading platforms in both the current and prior year periods. Record Growth and Internal Trade Growth are useful non-financial metrics for investors in understanding how management measures and evaluates Broadridge’s ongoing operational performance within its Investor Communication Solutions and Global Technology and Operations reportable segments, respectively.

The key performance indicators for the three months ended September 30, 2024, and 2023, are as follows:

	Select Operating Metrics	
	Three Months Ended September 30,	
	2024	2023
Record Growth		
Equity positions (Stock records)	3 %	8 %
Mutual fund/ETF positions (Interim records)	6 %	3 %
Internal Trade Growth	10 %	15 %

Results of Operations

The following discussions of Analysis of Condensed Consolidated Statements of Earnings and Analysis of Reportable Segments refer to the three months ended September 30, 2024 compared to the three months ended September 30, 2023. The Analysis of Condensed Consolidated Statements of Earnings should be read in conjunction with the Analysis of Reportable Segments, which provides a more detailed discussion concerning certain components of the Condensed Consolidated Statements of Earnings.

The following references are utilized in the discussions of Analysis of Condensed Consolidated Statements of Earnings and Analysis of Reportable Segments:

“Amortization of Acquired Intangibles and Purchased Intellectual Property” and “Acquisition and Integration Costs” represent certain non-cash amortization expenses associated with acquired intangible assets and purchased intellectual property assets, as well as certain transaction and integration costs associated with the Company’s acquisition activities, respectively.

“Net New Business” refers to recurring revenue from Closed sales for the initial twelve-month contract period after which the client goes live with the Company’s service(s), less recurring revenue from client losses.

“Internal Growth” is a component of recurring revenue and generally reflects year over year changes in existing services to our existing customers’ multi-year contracts beyond the initial twelve month period in which it was included in Net New Business.

“Recurring revenue growth constant currency” refers to our Recurring revenue growth presented on a constant currency basis to exclude the impact of foreign currency exchange fluctuations.

The following definitions describe the Company’s Revenues:

Revenues in the Investor Communication Solutions segment are derived from both recurring and event-driven activity, in addition to distribution revenues. The level of recurring and event-driven activity we process directly impacts distribution revenues. While event-driven activity is highly repeatable, it may not recur on an annual basis. The types of services we provide that comprise event-driven activity are:

- **Mutual Fund Proxy:** The proxy and related services we provide to mutual funds when certain events occur requiring a shareholder vote including changes in directors, sub-advisors, fee structures, investment restrictions, and mergers of funds.
- **Mutual Fund Communications:** Mutual fund communications services consist primarily of the distribution on behalf of mutual funds of supplemental information required to be provided to the annual mutual fund prospectus as a result of certain triggering events such as a change in portfolio managers. In addition, mutual fund communications consist of notices and marketing materials such as newsletters.
- **Equity Proxy Contests and Specials, Corporate Actions, and Other:** The proxy services we provide in connection with shareholder meetings driven by special events such as proxy contests, mergers and acquisitions, and tender/exchange offers.

Event-driven revenues are based on the number of special events and corporate transactions we process. Event-driven activity is impacted by financial market conditions and changes in regulatory compliance requirements, resulting in fluctuations in the timing and levels of event-driven revenues. As such, the timing and level of event-driven activity and its potential impact on revenues and earnings are difficult to forecast.

Generally, mutual fund proxy activity has been subject to a greater level of volatility than the other components of event-driven activity. For the three months ended September 30, 2024, mutual fund proxy revenues were 16% lower compared to the three months ended September 30, 2023. During fiscal year 2024, mutual fund proxy revenues were 66% higher than the prior fiscal year. Although it is difficult to forecast the levels of event-driven activity, we expect that the portion of revenues derived from mutual fund proxy activity may continue to experience volatility in the future.

Distribution revenues primarily include revenues related to the physical mailing of proxy materials, interim communications, transaction reporting, customer communications and fulfillment services, as well as Broadridge Retirement and Workplace administrative services.

Distribution cost of revenues consists primarily of postage-related expenses incurred in connection with our Investor Communication Solutions segment, as well as Broadridge Retirement and Workplace administrative services expenses. These costs are reflected in Cost of revenues.

Closed sales represent an estimate of the expected annual recurring revenue for new client contracts that were signed by Broadridge in the current reporting period. Closed sales does not include event-driven or distribution activity. We consider contract terms, expected client volumes or activity, knowledge of the marketplace and experience with our clients, among other factors, when determining the estimate. Management uses Closed sales to measure the effectiveness of our sales and marketing programs, as an indicator of expected future revenues and as a performance metric in determining incentive compensation.

Closed sales is not a measure of financial performance under GAAP, and should not be considered in isolation or as a substitute for revenue or other income statement data prepared in accordance with GAAP. Closed sales is a useful metric for investors in understanding how management measures and evaluates our ongoing operational performance.

The inherent variability of transaction volumes and activity levels can result in some variability of amounts reported as actual achieved Closed sales. Larger Closed sales can take up to 12 to 24 months or longer to convert to revenues, particularly for the services provided by our Global Technology and Operations segment. For the three months ended September 30, 2024 and for the fiscal year ended June 30, 2024, we reported Closed sales net of a 5.0% allowance adjustment. Consequently, our reported Closed sales amounts will not be adjusted for actual revenues achieved because these adjustments are estimated in the period the sale is reported. We assess this allowance amount at the end of each fiscal year to establish the appropriate allowance for the subsequent year using the trailing five years actual data as the starting point, normalized for outlying factors, if any, to enhance the accuracy of the allowance.

Closed sales for the three months ended September 30, 2024 were \$57.5 million, an increase of \$9.9 million, or 21%, compared to \$47.6 million for the three months ended September 30, 2023. Closed sales for the three months ended September 30, 2024 and September 30, 2023 are net of an allowance adjustment of \$3.0 million and \$2.5 million, respectively.

Analysis of Condensed Consolidated Statements of Earnings

Three Months Ended September 30, 2024 versus Three Months Ended September 30, 2023

The table below presents Condensed Consolidated Statements of Earnings data for the three months ended September 30, 2024 and 2023, and the dollar and percentage changes between periods:

	Three Months Ended September 30,			
	2024	2023	Change	
			\$	%
(in millions, except per share amounts)				
Revenues	\$ 1,422.9	\$ 1,431.1	\$ (8.2)	(1)
Cost of revenues	1,075.0	1,075.3	(0.2)	0
Selling, general and administrative expenses	213.4	207.3	6.0	3
Total operating expenses	1,288.4	1,282.6	5.8	0
Operating income	134.4	148.4	(14.0)	(9)
Margin	9.4%	10.4%		
Interest expense, net	(32.3)	(33.4)	1.2	(3)
Other non-operating expenses, net	(1.9)	(2.1)	0.2	(10)
Earnings before income taxes	100.3	112.9	(12.6)	(11)
Provision for income taxes	20.5	22.0	(1.5)	(7)
Effective tax rate	20.4%	19.5%		
Net earnings	\$ 79.8	\$ 90.9	\$ (11.1)	(12)
Basic earnings per share	\$ 0.68	\$ 0.77	\$ (0.09)	(12)
Diluted earnings per share	\$ 0.68	\$ 0.76	\$ (0.08)	(11)
Weighted-average shares outstanding:				
Basic	116.9	117.9		
Diluted	118.1	119.2		

Revenues

The table below presents Condensed Consolidated Statements of Earnings data for the three months ended September 30, 2024 and 2023, and the dollar and percentage changes between periods:

	Three Months Ended September 30,			
	2024	2023	Change	
			\$	%
(\$ in millions)				
Recurring revenues	\$ 900.3	\$ 871.2	\$ 29.1	3
Event-driven revenues	63.0	86.9	(23.8)	(28)
Distribution revenues	459.5	473.0	(13.5)	(3)
Total	<u>\$ 1,422.9</u>	<u>\$ 1,431.1</u>	<u>\$ (8.2)</u>	<u>(1)</u>

	Points of Growth				
	Net New Business	Internal Growth	Acquisitions	Foreign Exchange	Total
Recurring revenue Growth Drivers	3pts	1pt	0pts	0pts	3 %

Revenues decreased \$8.2 million, or 1%, to \$1,422.9 million from \$1,431.1 million.

- Recurring revenues increased \$29.1 million, or 3%, to \$900.3 million. Recurring revenue growth constant currency (Non-GAAP) was 4%, driven by Net New Business in ICS and Internal Growth in GTO.
- Event-driven revenues decreased \$23.8 million, or 28%, driven by lower corporate action activity and lower volume of mutual fund proxy communications.
- Distribution revenues decreased \$13.5 million, or 3%, driven by lower volume of event-driven mailings partially offset by the postage rate increase of approximately \$23 million.

Total operating expenses. Operating expenses increased \$5.8 million, or 0%, to \$1,288.4 million from \$1,282.6 million:

- Cost of revenues - the decrease of \$0.2 million primarily reflects lower labor costs of \$13.1 million and lower distribution expenses in our ICS segment of \$7.0 million from lower volumes, offset by the impact of the postage rate increase of approximately \$23 million.
- Selling, general and administrative expenses - the increase of \$6.0 million was primarily driven by higher technology related expenses of \$1.5 million and higher external labor costs of \$1.3 million.

Interest expense, net. Interest expense, net was \$32.3 million, a decrease of \$1.2 million, from \$33.4 million for the three months ended September 30, 2023. The decrease of \$1.2 million was primarily due to a decrease in average borrowings.

Other non-operating expenses, net. Other non-operating expenses, net for the three months ended September 30, 2024 was \$1.9 million, relatively flat compared to Other non-operating expenses of \$2.1 million for the three months ended September 30, 2023.

Provision for income taxes.

- Effective tax rate for the three months ended September 30, 2024: 20.4%
- Effective tax rate for the three months ended September 30, 2023: 19.5%

The increase in the effective tax rate for the three months ended September 30, 2024 was primarily driven by a decrease in discrete tax benefits relative to pre-tax income due to a lower excess tax benefit related to equity compensation.

Analysis of Reportable Segments

Broadridge has two reportable segments: (1) Investor Communication Solutions and (2) Global Technology and Operations.

The primary component of “Other” are certain gains, losses, corporate overhead expenses and non-operating expenses that have not been allocated to the reportable segments, such as interest expense.

Certain corporate expenses, as well as certain centrally managed expenses, are allocated based upon budgeted amounts in a reasonable manner. Because the Company compensates the management of its various businesses on, among other factors, segment profit, the Company may elect to record certain segment-related operating and non-operating expense items in Other rather than reflect such items in segment profit.

Revenues

	Three Months Ended September 30,			
	2024	2023	Change	
			\$	%
	(\$ in millions)			
Investor Communication Solutions	\$ 1,015.6	\$ 1,028.6	\$ (13.0)	(1)
Global Technology and Operations	407.2	402.4	4.8	1
Total	<u>\$ 1,422.9</u>	<u>\$ 1,431.1</u>	<u>\$ (8.2)</u>	<u>(1)</u>

Earnings Before Income Taxes

	Three Months Ended September 30,			
	2024	2023	Change	
			\$	%
	(\$ in millions)			
Investor Communication Solutions	\$ 96.5	\$ 115.2	\$ (18.7)	(16)
Global Technology and Operations	47.4	33.7	13.7	41
Other	(43.7)	(36.0)	(7.7)	21
Total	<u>\$ 100.3</u>	<u>\$ 112.9</u>	<u>\$ (12.6)</u>	<u>(11)</u>

The amount of amortization of acquired intangibles and purchased intellectual property by segment is as follows:

	Three Months Ended September 30,			
	2024	2023	Change	
			\$	%
	(\$ in millions)			
Investor Communication Solutions	\$ 11.6	\$ 11.4	\$ 0.1	2
Global Technology and Operations	36.6	39.4	(2.8)	(7)
Total	<u>\$ 48.2</u>	<u>\$ 50.8</u>	<u>\$ (2.7)</u>	<u>(5)</u>

Investor Communication Solutions

Revenues for the three months ended September 30, 2024 decreased \$13.0 million to \$1,015.6 million from \$1,028.6 million, and earnings before income taxes decreased \$18.7 million to \$96.5 million from \$115.2 million.

	Three Months Ended September 30,			
	2024	2023	Change	
			\$	%
	(\$ in millions)			
Revenues				
Recurring revenues	\$ 493.1	\$ 468.8	\$ 24.3	5
Event-driven revenues	63.0	86.9	(23.8)	(28)
Distribution revenues	459.5	473.0	(13.5)	(3)
Total	<u>\$1,015.6</u>	<u>\$1,028.6</u>	<u>\$ (13.0)</u>	<u>(1)</u>
Earnings Before Income Taxes				
Earnings before income taxes	<u>\$ 96.5</u>	<u>\$ 115.2</u>	<u>\$ (18.7)</u>	<u>(16)</u>
Pre-tax Margin	9.5 %	11.2 %		

	Three Months Ended September 30, 2024				
	Points of Growth				
	Net New Business	Internal Growth	Acquisitions	Foreign Exchange	Total
Recurring revenue Growth Drivers	5pts	0pts	0pts	0pts	5 %

For the three months ended September 30, 2024:

- Recurring revenues increased \$24.3 million, or 5%, to \$493.1 million. Recurring revenue growth constant currency (Non-GAAP) was 5%, driven by Net New Business.
- By product line, Recurring revenue growth and Recurring revenue growth constant currency (Non-GAAP) were as follows:
 - Regulatory rose 6% and 6%, respectively, which included the impact of equity position growth of 3% and mutual fund/ETF position growth of 6%.
 - Data-driven fund solutions rose 6% and 6%, respectively, driven primarily by growth in our global distribution insights and retirement and workplace products.
 - Issuer rose 8% and 8%, respectively, driven by growth in shareholder engagement solutions and disclosure solutions products.
 - Customer communications rose 3% and 3%, respectively, driven by growth in print revenues and digital communications.
- Event-driven revenues decreased \$23.8 million, or 28%, driven by lower corporate action activity and lower volume of mutual fund proxy communications.
- Distribution revenues decreased \$13.5 million, or 3%, driven by lower volume of event-driven mailings partially offset by the postage rate increase of approximately \$23 million.
- Earnings before income taxes decreased \$18.7 million, or 16%, to \$96.5 million, as the benefit from higher Recurring revenue was more than offset by lower event-driven revenue. Operating expenses rose 1%, or \$5.7 million to \$919.1 million as lower distribution volumes more than offset the impact of the postage rate increase.
- Pre-tax margins decreased by 1.7% to 9.5% from 11.2% in the prior period.

Global Technology and Operations

Revenues for the three months ended September 30, 2024 increased \$4.8 million to \$407.2 million from \$402.4 million, and earnings before income taxes increased \$13.7 million to \$47.4 million from \$33.7 million.

	Three Months Ended September 30,			
	2024	2023	Change	
			\$	%
(\$ in millions)				
Revenues				
Recurring revenues	\$ 407.2	\$ 402.4	\$ 4.8	1
Earnings Before Income Taxes				
Earnings before income taxes	\$ 47.4	\$ 33.7	\$ 13.7	41
Pre-tax Margin	11.6 %	8.4 %		

	Three Months Ended September 30, 2024				
	Points of Growth				
	Net New Business	Internal Growth	Acquisitions	Foreign Exchange	Total
Recurring revenue Growth Drivers	0pts	2pts	0pts	0pts	1 %

For the three months ended September 30, 2024:

- Recurring revenues increased \$4.8 million, or 1%, to \$407.2 million. Recurring revenue growth constant currency (Non-GAAP) was 2%, all organic, driven by Internal Growth. Net New Business was flat as revenue from new sales was offset by losses.
- By product line, Recurring revenue growth and the corresponding Recurring revenue growth constant currency (Non-GAAP) were as follows:
 - Capital Markets rose 5% and 5%, respectively, driven by Net New Business and Internal Growth. Internal Growth benefited from higher trading volumes.
 - Wealth and Investment Management declined 5% and 4%, respectively, driven primarily by the loss of a large client, which impacted revenue growth by approximately 10 points.
- Earnings before income taxes increased \$13.7 million from a combination of higher revenues and lower expenses, including lower labor costs.
- Pre-tax margins increased by 3.2% to 11.6% from 8.4%.

Other

Loss before income taxes was \$43.7 million for the three months ended September 30, 2024, an increase of \$7.7 million compared to \$36.0 million for the three months ended September 30, 2023.

- The increased loss before income taxes was primarily due to higher compensation and other Corporate expenses, including Acquisition and Integration Costs of \$2.2 million.

Explanation and Reconciliation of the Company's Use of Non-GAAP Financial Measures

The Company's results in this Quarterly Report on Form 10-Q are presented in accordance with U.S. GAAP except where otherwise noted. In certain circumstances, Non-GAAP results have been presented. These Non-GAAP measures are Adjusted Operating income, Adjusted Operating income margin, Adjusted Net earnings, Adjusted earnings per share, Free cash flow and Recurring revenue growth constant currency. These Non-GAAP financial measures should be viewed in addition to, and not as a substitute for, the Company's reported results.

The Company believes our Non-GAAP financial measures help investors understand how management plans, measures and evaluates the Company's business performance. Management believes that Non-GAAP measures provide consistency in its financial reporting and facilitates investors' understanding of the Company's operating results and trends by providing an additional basis for comparison. Management uses these Non-GAAP financial measures to, among other things, evaluate our ongoing operations, and for internal planning and forecasting purposes. In addition, and as a consequence of the importance of these Non-GAAP financial measures in managing our business, the Company's Compensation Committee of the Board of Directors incorporates Non-GAAP financial measures in the evaluation process for determining management compensation.

Adjusted Operating Income, Adjusted Operating Income Margin, Adjusted Net Earnings and Adjusted Earnings Per Share

These Non-GAAP measures are adjusted to exclude the impact of certain costs, expenses, gains and losses and other specified items, the exclusion of which management believes provides insight regarding our ongoing operating performance. Depending on the period presented, these adjusted measures exclude the impact of certain of the following items:

(i) Amortization of Acquired Intangibles and Purchased Intellectual Property, which represent non-cash amortization expenses associated with the Company's acquisition activities.

(ii) Acquisition and Integration Costs, which represent certain transaction and integration costs associated with the Company's acquisition activities.

We exclude Acquisition and Integration Costs from our Adjusted Operating income (as applicable) and other adjusted earnings measures because excluding such information provides us with an understanding of the results from the primary operations of our business and enhances comparability across fiscal reporting periods, as these items are not reflective of our underlying operations or performance.

We also exclude the impact of Amortization of Acquired Intangibles and Purchased Intellectual Property, as these non-cash amounts are significantly impacted by the timing and size of individual acquisitions and do not factor into the Company's capital allocation decisions, management compensation metrics or multi-year objectives. Furthermore, management believes that this adjustment enables better comparison of our results as Amortization of Acquired Intangibles and Purchased Intellectual Property will not recur in future periods once such intangible assets have been fully amortized. Although we exclude Amortization of Acquired Intangibles and Purchased Intellectual Property from our adjusted earnings measures, our management believes that it is important for investors to understand that these intangible assets contribute to revenue generation. Amortization of intangible assets that relate to past acquisitions will recur in future periods until such intangible assets have been fully amortized. Any future acquisitions may result in the amortization of additional intangible assets.

Free Cash Flow

In addition to the Non-GAAP financial measures discussed above, we provide Free cash flow information because we consider Free cash flow to be a liquidity measure that provides useful information to management and investors about the amount of cash generated that could be used for dividends, share repurchases, strategic acquisitions, other investments, as well as debt servicing. Free cash flow is a Non-GAAP financial measure and is defined by the Company as Net cash flows provided by operating activities less Capital expenditures as well as Software purchases and capitalized internal use software.

Recurring Revenue Growth Constant Currency

As a multi-national company, we are subject to variability of our reported U.S. dollar results due to changes in foreign currency exchange rates. The exclusion of the impact of foreign currency exchange fluctuations from our Recurring revenue growth, or what we refer to as amounts expressed "on a constant currency basis," is a Non-GAAP measure. We believe that excluding the impact of foreign currency exchange fluctuations from our Recurring revenue growth provides additional information that enables enhanced comparison to prior periods.

Changes in Recurring revenue growth expressed on a constant currency basis are presented excluding the impact of foreign currency exchange fluctuations. To present this information, current period results for entities reporting in currencies other than the U.S. dollar are translated into U.S. dollars at the average exchange rates in effect during the corresponding period of the comparative year, rather than at the actual average exchange rates in effect during the current fiscal year.

Reconciliation of Non-GAAP measures to the most directly comparable GAAP measures (unaudited)

	Three Months Ended September 30,	
	2024	2023
	(in millions)	
Operating income (GAAP)	\$ 134.4	\$ 148.4
Adjustments:		
Amortization of Acquired Intangibles and Purchased Intellectual Property	48.2	50.8
Acquisition and Integration Costs	2.2	—
Adjusted Operating income (Non-GAAP)	<u>\$ 184.8</u>	<u>\$ 199.3</u>
Operating income margin (GAAP)	9.4%	10.4%
Adjusted Operating income margin (Non-GAAP)	13.0%	13.9%

	Three Months Ended September 30,	
	2024	2023
	(in millions)	
Net earnings (GAAP)	\$ 79.8	\$ 90.9
Adjustments:		
Amortization of Acquired Intangibles and Purchased Intellectual Property	48.2	50.8
Acquisition and Integration Costs	2.2	—
Subtotal of adjustments	50.3	50.8
Tax impact of adjustments (a)	(11.9)	(12.2)
Adjusted Net earnings (Non-GAAP)	<u>\$ 118.3</u>	<u>\$ 129.6</u>

	Three Months Ended September 30,	
	2024	2023
	(in millions)	
Diluted earnings per share (GAAP)	\$ 0.68	\$ 0.76
Adjustments:		
Amortization of Acquired Intangibles and Purchased Intellectual Property	0.41	0.43
Acquisition and Integration Costs	0.02	—
Subtotal of adjustments	0.43	0.43
Tax impact of adjustments (a)	(0.10)	(0.10)
Adjusted earnings per share (Non-GAAP)	<u>\$ 1.00</u>	<u>\$ 1.09</u>

(a) Calculated using the GAAP effective tax rate, adjusted to exclude \$3.1 million and \$5.0 million of excess tax benefits associated with stock-based compensation for the three months ended September 30, 2024, and 2023 respectively. For purposes of calculating the Adjusted earnings per share, the same adjustments were made on a per share basis.

	Three Months Ended September 30,	
	2024	2023
	(in millions)	
Net cash flows from operating activities (GAAP)	\$ (125.5)	\$ (62.0)
Capital expenditures and Software purchases and capitalized internal use software	(32.1)	(14.4)
Free cash flow (Non-GAAP)	<u>\$ (157.6)</u>	<u>\$ (76.4)</u>

Three Months Ended September 30, 2024					
Investor Communication Solutions	Regulatory	Data-Driven Fund Solutions	Issuer	Customer Communications	Total
Recurring revenue growth (GAAP)	6%	6%	8%	3%	5%
Impact of foreign currency exchange	0%	0%	0%	0%	0%
Recurring revenue growth constant currency (Non-GAAP)	6%	6%	8%	3%	5%

Three Months Ended September 30, 2024			
Global Technology and Operations	Capital Markets	Wealth and Investment Management	Total
Recurring revenue growth (GAAP)	5%	(5%)	1%
Impact of foreign currency exchange	0%	1%	0%
Recurring revenue growth constant currency (Non-GAAP)	5%	(4%)	2%

Three Months Ended September 30, 2024	
Consolidated	Total
Recurring revenue growth (GAAP)	3%
Impact of foreign currency exchange	0%
Recurring revenue growth constant currency (Non-GAAP)	4%

Financial Condition, Liquidity and Capital Resources

Cash and cash equivalents consisted of the following:

	September 30, 2024	June 30, 2024
	(in millions)	
Cash and cash equivalents:		
Domestic cash	\$ 65.6	\$ 78.4
Cash held by foreign subsidiaries	173.4	177.3
Cash held by regulated entities	53.7	48.7
Total cash and cash equivalents	<u>\$ 292.8</u>	<u>\$ 304.4</u>

At September 30, 2024, Cash and cash equivalents were \$292.8 million and Total stockholders' equity was \$2,206.4 million. At the current time, and in future periods, we expect cash generated by our operations, together with existing cash, cash equivalents, and borrowings from the capital markets, to be sufficient to cover cash needs for working capital, capital expenditures, strategic acquisitions, dividends and common stock repurchases.

We expect existing domestic cash, cash equivalents, cash flows from operations and borrowing capacity to continue to be sufficient to fund our domestic operating activities and cash commitments for investing and financing activities, such as regular quarterly dividends, debt repayment schedules, and material capital expenditures, for at least the next 12 months and thereafter for the foreseeable future. In addition, we expect existing foreign cash, cash equivalents, cash flows from operations and borrowing capacity to continue to be sufficient to fund our foreign operating activities and cash commitments for investing activities, such as material capital expenditures, for at least the next 12 months and thereafter for the foreseeable future. If these funds are needed for our operations in the U.S., we may be required to pay additional foreign taxes to repatriate these funds. However, while we may do so at a future date, the Company does not need to repatriate future foreign earnings to fund U.S. operations.

Outstanding borrowings and available capacity under the Company’s borrowing arrangements were as follows:

	Expiration Date	Principal amount outstanding at September 30, 2024	Carrying value at September 30, 2024	Carrying value at June 30, 2024	Unused Available Capacity	Fair Value at September 30, 2024
(in millions)						
Long-term debt						
Fiscal 2021 Revolving Credit Facility:						
U.S. dollar tranche	April 2026	\$ 230.0	\$ 230.0	\$ —	\$ 870.0	\$ 230.0
Multicurrency tranche	April 2026	—	—	—	400.0	—
Total Revolving Credit Facility		<u>\$ 230.0</u>	<u>\$ 230.0</u>	<u>\$ —</u>	<u>\$ 1,270.0</u>	<u>\$ 230.0</u>
Fiscal 2024 Amended Term Loan	August 2026	\$ 1,120.0	\$ 1,118.1	\$ 1,117.9	\$ —	\$ 1,120.0
Fiscal 2016 Senior Notes	June 2026	\$ 500.0	\$ 498.8	\$ 498.7	\$ —	\$ 492.8
Fiscal 2020 Senior Notes	December 2029	750.0	745.3	745.1	—	696.5
Fiscal 2021 Senior Notes	May 2031	1,000.0	993.6	993.4	—	883.6
Total Senior Notes		<u>\$ 2,250.0</u>	<u>\$ 2,237.8</u>	<u>\$ 2,237.2</u>	<u>\$ —</u>	<u>\$ 2,072.8</u>
Total debt		<u>\$ 3,600.0</u>	<u>\$ 3,585.9</u>	<u>\$ 3,355.1</u>	<u>\$ 1,270.0</u>	<u>\$ 3,422.8</u>

Future principal payments on our outstanding debt are as follows:

Years ending June 30,	2025	2026	2027	2028	2029	Thereafter	Total
(In millions)	\$ —	\$ 730.0	\$ 1,120.0	\$ —	\$ —	\$ 1,750.0	\$ 3,600.0

The Company has a \$1.5 billion five-year revolving credit facility (as amended on December 23, 2021 and May 23, 2023, the “Fiscal 2021 Revolving Credit Facility”), which is comprised of a \$1.1 billion U.S. dollar tranche and a \$400.0 million multicurrency tranche. Under the Fiscal 2021 Revolving Credit Facility, revolving loans denominated in U.S. Dollars, Canadian Dollars, Euro, Swedish Kronor, and Yen initially bear interest at Adjusted Term SOFR, Adjusted Term CORRA, EURIBOR, TIBOR and STIBOR, respectively, plus 1.100% per annum (subject to step-ups to 1.175% and step-downs to 0.805% based on public debt ratings) and revolving loans denominated in Sterling initially bears interest at SONIA plus 1.1326% per annum (subject to step-ups to 1.2076% and step-downs to 0.8376% based on ratings). The Fiscal 2021 Revolving Credit Facility also has an annual facility fee equal to 15.0 basis points on the entire facility (subject to step-ups to 20.0 basis points and step-downs to 7.0 basis points based on ratings). On May 23, 2023, we amended the interest rate index from LIBOR to Adjusted Term SOFR. On July 1, 2024, we amended the Canadian interest rate index from CDOR to Adjusted Term CORRA. All other terms remained unchanged.

In March 2021, the Company entered into an amended and restated term credit agreement, (as amended on December 23, 2021 and May 23, 2023, “Term Credit Agreement”), providing for term loan commitments in an aggregate principal amount of \$2.55 billion, comprised of a \$1.0 billion tranche (“Tranche 1”) and a \$1.55 billion tranche (“Tranche 2,” together with Tranche 1, the “Fiscal 2021 Term Loans”). The Tranche 1 Loan was repaid in full in May 2021. The Tranche 2 Loan was to mature in May 2024. The proceeds of the Fiscal 2021 Term Loans were used by the Company to solely finance the Itiviti acquisition and pay certain fees and expenses in connection therewith. On May 23, 2023, we amended the interest rate index from LIBOR to Adjusted Term SOFR. All other terms remained unchanged. Interest on the outstanding portion of the Fiscal 2021 Term Loans bore interest at Adjusted Term SOFR plus 1.000% per annum (subject to step-ups to Adjusted Term SOFR plus 1.250% or a step-down to Adjusted Term SOFR plus 0.750% based on ratings).

On August 17, 2023, the Company amended and restated the Term Credit Agreement (the “Amended and Restated Term Credit Agreement”), providing for term loan commitment in an aggregate principal amount of \$1.3 billion, replacing the Tranche 2 Loan of the Fiscal 2021 Term Loans (the “Fiscal 2024 Amended Term Loan”). The Fiscal 2024 Amended Term Loan will mature in August 2026 on the third anniversary of the amended Funding Date of August 17, 2023. The Fiscal 2024 Amended Term Loan bears interest at Adjusted Term SOFR plus 1.250% per annum (subject to a step-up to Adjusted Term SOFR plus 1.375% or step-downs to Adjusted Term SOFR plus 1.125% and Adjusted Term SOFR plus 1.000%, in each case, based on ratings).

In June 2016, the Company completed an offering of \$500.0 million in aggregate principal amount of senior notes (the “Fiscal 2016 Senior Notes”). Interest on the Fiscal 2016 Senior Notes is payable semiannually on June 27 and December 27 of each year based on a fixed per annum rate equal to 3.40%. In December 2019, the Company completed an offering of \$750.0 million in aggregate principal amount of senior notes (the “Fiscal 2020 Senior Notes”). Interest on the Fiscal 2020 Senior Notes is payable semiannually on June 1 and December 1 of each year based on a fixed per annum rate equal to 2.90%. In May 2021, the Company completed an offering of \$1.0 billion in aggregate principal amount of senior notes (the “Fiscal 2021 Senior Notes”). Interest on the Fiscal 2021 Senior Notes is payable semi-annually in arrears on May 1 and November 1 of each year based on a fixed per annum rate equal to 2.60%.

The Fiscal 2021 Revolving Credit Facility, Fiscal 2024 Amended Term Loan, Fiscal 2016 Senior Notes, Fiscal 2020 Senior Notes and Fiscal 2021 Senior Notes are senior unsecured obligations of the Company and are ranked equally in right of payment.

Please refer to Note 11, “Borrowings” to our Condensed Consolidated Financial Statements in Item 1. of Part I of this Quarterly Report on Form 10-Q for a more detailed discussion.

Cash Flows

	Three Months Ended September 30,		
	2024	2023	Change \$
	(in millions)		
Net cash flows from operating activities	\$ (125.5)	\$ (62.0)	\$ (63.5)
Net cash flows from investing activities	(40.1)	(14.4)	(25.7)
Net cash flows from financing activities	151.8	57.3	94.5
Effect of exchange rate changes on Cash and cash equivalents	2.1	0.8	1.4
Net change in Cash and cash equivalents	<u>\$ (11.6)</u>	<u>\$ (18.3)</u>	<u>\$ 6.7</u>
Free cash flow:			
Net cash flows from operating activities (GAAP)	\$ (125.5)	\$ (62.0)	\$ (63.5)
Capital expenditures and Software purchases and capitalized internal use software ..	(32.1)	(14.4)	(17.7)
Free cash flow (Non-GAAP)	<u>\$ (157.6)</u>	<u>\$ (76.4)</u>	<u>\$ (81.2)</u>

The decrease in cash from operating activities of \$63.5 million in the three months ended September 30, 2024, as compared to the three months ended September 30, 2023, was primarily due to a decrease in net earnings of \$11.1 million, an increase in cash payments related to accrued expenses and accounts payable of \$118.1 million included in the change in payables and accrued expenses, and an increase in cash payments for income taxes of \$45.1 million. This was partially offset by an increase in cash collections of \$111.4 million included in the change in accounts receivable.

The decrease in cash from investing activities of \$25.7 million in the three months ended September 30, 2024, as compared to the three months ended September 30, 2023, was primarily driven by higher capital expenditures of \$17.7 million and higher acquisition spend of \$8.0 million.

The increase in cash from financing activities of \$94.5 million in the three months ended September 30, 2024, as compared to the three months ended September 30, 2023, primarily reflects a decrease in cash used for stock buybacks of \$150.0 million partially offset by an increase in net borrowings of \$40.0 million.

Seasonality

Processing and distributing proxy materials and annual reports to investors comprises a large portion of our Investor Communication Solutions business. We process and distribute the greatest number of proxy materials and annual reports during our third and fourth fiscal quarters. The recurring periodic activity of this business is linked to significant filing deadlines imposed by law on public reporting companies. This has caused our revenues, operating income, net earnings, and cash flows from operating activities to be higher in our third and fourth fiscal quarters. The seasonality of our revenues makes it difficult to estimate future operating results based on the results of any specific fiscal quarter and could affect an investor's ability to compare our financial condition, results of operations, and cash flows on a fiscal quarter-by-quarter basis.

Contractual Obligations

Data Center Agreements

The Company is a party to an Amended and Restated IT Services Agreement with Kyndryl, Inc. ("Kyndryl"), an entity formed by IBM's spin-off of its managed infrastructure services business, under which Kyndryl provides certain aspects of the Company's information technology infrastructure, including supporting its mainframe, midrange, network and data center operations, as well as providing disaster recovery services. The Amended and Restated IT Services Agreement expires on June 30, 2027, however the Company may renew the agreement for up to one additional 12-month period. Fixed minimum commitments remaining under the Amended and Restated IT Services Agreement at September 30, 2024 are \$91.2 million through June 30, 2027, the final year of the Amended and Restated IT Services Agreement.

The Company is a party to an information technology agreement for private cloud services (the "Private Cloud Agreement") under which Kyndryl operates, manages and supports the Company's private cloud global distributed platforms and products, and operates and manages certain Company networks. The Private Cloud Agreement expires on March 31, 2030. Fixed minimum commitments remaining under the Private Cloud Agreement at September 30, 2024 are \$94.8 million through March 31, 2030, the final year of the contract.

Cloud Services Resale Agreement

On December 31, 2021, the Company and Presidio Networked Solutions LLC ("Presidio"), a reseller of services of Amazon Web Services, Inc. and its affiliates (collectively, "AWS"), entered into an Order Form and AWS Private Pricing Addendum, dated December 31, 2021 (the "Order Form"), to the Cloud Services Resale Agreement, dated December 15, 2017, as amended (together with the Order Form, the "AWS Cloud Agreement"), whereby Presidio will resell to the Company certain public cloud infrastructure and related services provided by AWS for the operation, management and support of the Company's cloud global distributed platforms and products. The AWS Cloud Agreement expires on December 31, 2026. Fixed minimum commitments remaining under the AWS Cloud Agreement at September 30, 2024 are \$124.6 million through December 31, 2026.

Other

The Company has an equity method investment that is a variable interest in a variable interest entity. The Company is not the primary beneficiary and therefore does not consolidate the investee. The Company's potential maximum loss exposure related to its unconsolidated investments in this variable interest entity totaled \$33.4 million as of September 30, 2024, which represents the carrying value of the Company's investments.

In addition, as of September 30, 2024, the Company has a future commitment to fund \$0.4 million to one of the Company's other investees.

Other Commercial Agreements

Certain of the Company's subsidiaries established unsecured, uncommitted lines of credit with banks. There were no outstanding borrowings under these lines of credit at September 30, 2024.

Off-balance Sheet Arrangements

It is not our business practice to enter into off-balance sheet arrangements. However, we are exposed to market risk from changes in foreign currency exchange rates that could impact our financial position, results of operations, and cash flows. We manage our exposure to these market risks through regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments.

In January 2022, we executed a series of cross-currency swap derivative contracts with an aggregate notional amount of EUR 880 million which are designated as net investment hedges to hedge a portion of our net investment in our subsidiaries whose functional currency is the Euro. The cross-currency swap derivative contracts are agreements to pay fixed-rate interest in Euros and receive fixed-rate interest in U.S. Dollars, thereby effectively converting a portion of our U.S. Dollar denominated fixed-rate debt into Euro denominated fixed-rate debt. The cross-currency swaps mature in May 2031 to coincide with the maturity of the Fiscal 2021 Senior Notes. Accordingly, foreign currency transaction gains or losses on the qualifying net investment hedge instruments are recorded as foreign currency translation within other comprehensive income (loss), net in the Condensed Consolidated Statements of Comprehensive Income and will remain in Accumulated other comprehensive income (loss) in the Condensed Consolidated Balance Sheets until the sale or complete liquidation of the underlying foreign subsidiary. At September 30, 2024, our position on the cross-currency swaps was an asset of \$35.1 million, and is recorded as part of Other non-current assets on the Condensed Consolidated Balance Sheets with the offsetting amount recorded as part of Accumulated other comprehensive income (loss), net of tax. We have elected the spot method of accounting whereby the net interest savings from the cross-currency swaps is recognized as a reduction in interest expense in our Condensed Consolidated Statements of Earnings.

In May 2021, we settled a forward treasury lock agreement that was designated as a cash flow hedge, for a pre-tax loss of \$11.0 million, after which the final settlement loss is being amortized into Interest expense, net ratably over the ten year term of the Fiscal 2021 Senior Notes. The expected amount of the existing loss that will be amortized into earnings before income taxes within the next twelve months is approximately \$1 million.

In the normal course of business, we also enter into contracts in which it makes representations and warranties that relate to the performance of our products and services. We do not expect any material losses related to such representations and warranties, or collateral arrangements.

Recently-issued Accounting Pronouncements

Please refer to Note 2, “New Accounting Pronouncements” to our Condensed Consolidated Financial Statements under Item 1. of Part I of this Quarterly Report on Form 10-Q, for a discussion on the impact of new accounting pronouncements.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes to the quantitative and qualitative disclosures about market risk previously disclosed in Item 7A. of our 2024 Annual Report.

Item 4. CONTROLS AND PROCEDURES

Management's Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of September 30, 2024. The Chief Executive Officer and the Chief Financial Officer concluded that our disclosure controls and procedures as of September 30, 2024 were effective.

Changes in Internal Control over Financial Reporting

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the three months ended September 30, 2024 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

In the normal course of business, the Company is subject to claims and litigation. While the outcome of any claim or litigation is inherently unpredictable, the Company believes that the ultimate resolution of these matters will not, individually or in the aggregate, result in a material impact on its financial condition, results of operations, or cash flows. For information concerning the Company’s legal proceedings, reference is made to Note 15, “Contractual Commitments, Contingencies and Off-Balance Sheet Arrangements” to the unaudited interim Condensed Consolidated Financial Statements included elsewhere in this Form 10-Q.

Item 1A. RISK FACTORS

In addition to the information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the “Risk Factors” disclosed under Item 1A. to Part I in our 2024 Annual Report. You should be aware that these risk factors and other information may not describe every risk facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results. There have been no material changes to the risk factors we have disclosed in the “Risk Factors” section of our 2024 Annual Report.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

The following table contains information about our purchases of our equity securities for each of the three months during our first fiscal quarter ended September 30, 2024:

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (2)
July 1, 2024 - July 31, 2024	215	\$ 196.57	—	7,251,347
August 1, 2024 - August 31, 2024	1,338	211.99	—	7,251,347
September 1, 2024 - September 30, 2024 ...	—	—	—	7,251,347
Total	1,553	\$ 209.85	—	

- (1) Represents shares purchased from employees to pay taxes related to the vesting of stock-based compensation awards.
- (2) During the fiscal quarter ended September 30, 2024, the Company did not repurchase shares of common stock under its share repurchase program. At September 30, 2024, the Company had 7.3 million shares available for repurchase under its share repurchase program. Any share repurchases will be made in the open market or privately negotiated transactions in compliance with applicable legal requirements and other factors.

Item 5. OTHER INFORMATION

None.

Item 6. EXHIBITS

The following exhibits are being filed as part of this Quarterly Report on Form 10-Q:

- [10.1 Form of Stock Option Grant Award Agreement for U.S. Corporate Officers](#)
 - [10.2 Form of Restricted Stock Unit Grant Award Agreement \(Performance-Based\) for U.S. Corporate Officers](#)
 - [10.3 Form of Restricted Stock Unit Grant Award Agreement \(Time-Based\) for U.S. Corporate Officers](#)
 - [31.1 Certification of the Chief Executive Officer of Broadridge Financial Solutions, Inc., pursuant to Rule 13a-14 of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002](#)
 - [31.2 Certification of the Chief Financial Officer of Broadridge Financial Solutions, Inc., pursuant to Rule 13a-14 of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002](#)
 - [32.1 Certification of the Chief Executive Officer pursuant to Rule 13a-14\(b\) of the Exchange Act and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002](#)
 - [32.2 Certification of the Chief Financial Officer pursuant to Rule 13a-14\(b\) of the Exchange Act and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002](#)
- 101 The following financial statements from the Broadridge Financial Solutions, Inc. Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, formatted in eXtensible Business Reporting Language (XBRL): (i) condensed consolidated statements of earnings for the three months ended September 30, 2024 and 2023, (ii) condensed consolidated statements of comprehensive income for the three months ended September 30, 2024 and 2023, (iii) condensed consolidated balance sheets as of September 30, 2024 and June 30, 2024, (iv) condensed consolidated statements of cash flows for the three months ended September 30, 2024 and 2023, (v) condensed consolidated statements of stockholders' equity for the three months ended September 30, 2024 and 2023, and (vi) the notes to the condensed consolidated financial statements. XBRL Instance Document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
- 104 Cover Page Interactive Data File (Formatted as Inline XBRL and contained in Exhibit 101)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Quarterly Report on Form 10-Q to be signed on its behalf by the undersigned hereunto duly authorized.

BROADRIDGE FINANCIAL SOLUTIONS, INC.

Date: November 5, 2024

By: /s/ Ashima Ghei

Ashima Ghei

Vice President, Interim Chief Financial Officer

(Interim Principal Financial and Accounting Officer)



Non-Qualified
[GRANT DATE]

**BROADRIDGE FINANCIAL SOLUTIONS, INC.
2018 OMNIBUS AWARD PLAN
STOCK OPTION GRANT AWARD AGREEMENT
FOR U.S. CORPORATE OFFICERS**

On [GRANT DATE], BROADRIDGE FINANCIAL SOLUTIONS, INC. (“Broadridge” or the “Company”) granted to [PARTICIPANT NAME] (the “Participant”), pursuant to the Broadridge 2018 Omnibus Award Plan (the “Plan”), the right and option to purchase [NUMBER OF SHARES] shares of the Common Stock of the Company, by action of the Compensation Committee of the Board of Directors of the Company, subject to the terms and conditions of this Stock Option Grant Award Agreement (the “Award Agreement”). Capitalized terms in this Award Agreement that are not otherwise defined shall have the same meaning as set forth in the Plan.

1. **Non-Qualified Option.** The number of options granted is equal to the number shown on the Participant’s Online Grant Acceptance page which is accessed through the Morgan Stanley StockPlan Connect website. The applicable number of options is shown with the grant type “NQ” and a grant date of [GRANT DATE]. No part of the option granted hereby is intended to qualify as an “incentive stock option” under Section 422 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”).

2. **Vesting.**

(a) Subject to the terms and conditions herein, the option herein granted shall become exercisable in whole or in part as follows; provided (except as specifically provided below) that the Participant is continuously employed by the Company or any of its Affiliates through the applicable vesting date:

- (i) Exercisable as to **25% of the shares** on and after [VEST DATE];
- (ii) Exercisable as to an additional **25% of the shares** on and after [VEST DATE];
- (iii) Exercisable as to an additional **25% of the shares** on and after [VEST DATE]; and
- (iv) Exercisable as to an additional **25% of the shares** on and after [VEST DATE].

(b) **Death and Disability.** Exercisable in full upon the Participant experiencing a Termination of Employment due to his or her death or Disability. For purposes of this Award Agreement, “Disability” shall mean qualification for long-term disability benefits under the long-term disability plan or policy, as it may be amended from time to time, of the Company or, if different, the Affiliate which employs the Participant (the “Employer”), regardless of whether the Participant is covered by such policy. If the Company or the Employer does not have a long-term disability policy, “Disability” means that the Participant is unable to carry out the responsibilities and functions of the positions held by the Participant by reason of any medically determined physical or mental impairment for a period of not less than one hundred and eighty (180) consecutive days. The Participant shall not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Company in its discretion.

(c) **Retirement.** If the Participant experiences a Termination of Employment due to his or her Retirement (as defined below), which is not followed by an immediate re-hire by the Company or

any of its Affiliates, this option will continue to vest and become exercisable on the date(s) set forth in Section 2(a) above, but only if such date is within three years after the Retirement date.

For purposes of this Award Agreement, “Retirement” is defined as: (i) Termination of Employment for any reason other than Cause if the Participant is age 65 and over, and (ii) involuntary Termination of Employment without Cause that is not followed by an immediate re-hire by the Company or any of its Affiliates if the Participant is age 60 and over. If the Participant incurs a voluntary Termination of Employment between ages 60 and 64, he or she will not be eligible for these retirement provisions.

Notwithstanding the above, if the Termination of Employment meets the requirements of Section 2(e) below, the option will vest as set forth in Section 2(e).

- (d) **Termination without Cause.** If the Participant experiences a Termination of Employment due to the termination of his or her employment without Cause that is not followed by an immediate re-hire by the Company or any of its Affiliates, and not due to the Participant’s Retirement or as described in Section 2(e) below, this option will continue to vest and become exercisable as set forth in Section 2(a) above during the Severance Period (as defined below), provided the Participant executes a Release and Restrictive Covenant Agreement in a form as attached to the Officer Severance Plan, as amended (the “Release”), within 50 days of the date of Termination of Employment. If the Participant subsequently breaches any of the terms of the Release, the Participant shall forfeit any unvested and vested options that are outstanding at the time the Participant is determined to have violated the terms of the Release.

For purposes of this Award Agreement (other than following a Change in Control as set forth in Section 2(e) below), “Cause” shall mean: (1) the Participant is convicted of, or pleads nolo contendere to, a felony; (2) willful misconduct by the Participant resulting in material harm to the Company or any of its Affiliates; (3) the Participant commits an act constituting fraud, embezzlement, theft, or dishonesty against the Company or an Affiliate; (4) continuing failure by the Participant to perform his or her duties after written notice thereof from the Company or an Affiliate; (5) material breach by the Participant of any term of any confidentiality, non-solicitation and/or non-competition agreements with the Company or an Affiliate; or (6) the Participant has violated the Company’s Code of Business Conduct and Ethics.

For purposes of this Award Agreement, the Participant’s “Severance Period” shall mean the period commencing with the Participant’s Termination of Employment and ending eighteen months after his or her Termination of Employment.

Notwithstanding the above, if the Termination of Employment meets the requirements of Section 2(e) below, the option will vest as set forth in Section 2(e).

- (e) **Change in Control.** If a Change in Control (as defined in the Plan) occurs and, within two years thereafter, the Participant experiences a Termination of Employment by the Company without Cause (as defined in the Company’s Change in Control Severance Plan for Corporate Officers) or by the Participant for Good Reason that is not followed by an immediate re-hire by the Company or any of its Affiliates, then this option will become vested and exercisable in full at the time of such Termination of Employment.

For purposes hereof, “Good Reason” means the occurrence of any of the following after a Change in Control without the Participant’s written consent: (i) material diminution with respect to the Participant’s position, duties, responsibilities, or authority as of the date immediately prior to the Change in Control; (ii) a material reduction in the Participant’s aggregate compensation and benefits; (iii) a failure of any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) of the Company to assume in writing the obligations hereunder; or (iv) a change in the location of the Participant’s primary worksite by more than fifty (50) miles from

the location immediately prior to the Change in Control. A termination for Good Reason shall mean a termination by the Participant effected by written notice given by the Participant to the Employer within 30 days after the occurrence of the Good Reason event, unless the Employer shall, within 15 days after receiving such notice, take such action as is necessary to fully remedy such Good Reason event in which case the Good Reason event shall be deemed to have not occurred.

The Participant hereby acknowledges and agrees that this Section 2(e) shall apply to this option in lieu of Section 1.2 of the Company's Change in Control Severance Plan for Corporate Officers, and Section 1.2 of the Company's Change in Control Severance Plan for Corporate Officers shall have no application with respect to this option.

- (f) Except as otherwise set forth in Section 2 (c) or (d) above, no shares shall become exercisable following the Participant's Termination of Employment.
- (g) There shall be no proportionate or partial vesting in the periods prior to each vesting date and all vesting shall occur only on the appropriate vesting date, provided, except as otherwise set forth in Section 2 (c) or (d) above, that the Participant has not experienced a Termination of Employment at any time prior to such vesting date.

3. **Termination of Option.** The unexercised portion of the option herein granted shall automatically and without notice terminate and become null and void at the time of the earliest of the following to occur:

- (a) the expiration of ten years from the date on which the option was granted;
- (b) the expiration of 60 days from the date of the Participant's Termination of Employment; *provided, however,* that (i) if the Participant's Termination of Employment is due to the Disability of the Participant, the provisions of Section 3(c) below shall apply, (ii) if the Participant's Termination of Employment is due to his or her death during employment by the Employer or an Affiliate or the Participant dies during the 60-day period following the date of the Participant's Termination of Employment, the provisions of Section 3(d) below shall apply; (iii) if the Participant experiences a Termination of Employment due to his or her Retirement, the provisions of Section 3(e) below shall apply; (iv) if the Participant experiences a Termination of Employment due to his or her "Early Retirement" (defined as at least 55 years of age at the time of termination with at least five credited years of service with the Company or an Affiliate) at the time of the Participant's Termination of Employment, the provisions of Section 3(f) below shall apply; and (v) if the Participant experiences a Termination of Employment without Cause, and not due to the Participant's Retirement or as described in Section 2(e) above that is not followed by an immediate re-hire by the Company or any of its Affiliates, and provided the Participant is entitled to continued vesting through the Severance Period pursuant to Section 2(d), the provisions of Section 3(g) below shall apply.
- (c) if Section 3(b)(i) applies, the expiration of 12 months after the Participant's Termination of Employment because of Disability of the Participant; *provided, however,* that if such Participant shall die during such 12 month period, then the unexercised portion shall become null and void 12 months after the death of the Participant;
- (d) if Section 3(b)(ii) applies, the expiration of 12 months after the death of the Participant;
- (e) if Section 3(b)(iii) applies, the expiration of 36 months after the Retirement of the Participant; *provided, however,* that if such Participant shall die during the 36 month period following the date of such Participant's Retirement, then the unexercised portion shall become null and void on the later of (i) the expiration of 36 months after the Retirement of Participant, and (ii) 12 months after the death of the Participant;

- (f) if Section 3(b)(iv) applies, the expiration of 12 months after the Participant's Termination of Employment; *provided, however*, that if such Participant shall die during such 12 month period, then the unexercised portion shall become null and void on the later of (i) the expiration of 12 months after the Participant's Termination of Employment, and (ii) 12 months after the death of the Participant; and
- (g) if Section 3(b)(v) applies, the expiration of 60 days following the Severance Period; *provided, however*, that if such Participant shall die during such Severance Period, then the unexercised portion shall become null and void on the later of (i) the expiration of 60 days following the Severance Period, and (ii) 12 months after the death of the Participant.
4. **Term of Option.** For the avoidance of doubt, and notwithstanding any provision or interpretation of Section 3 to the contrary, the unexercised portion of the option herein granted shall automatically and without notice terminate and become null and void upon the expiration of ten years from the date on which the option was granted.
5. **Exercise Price.** The full price for each of the shares purchased pursuant to the option granted herein shall be \$[DOLLAR AMOUNT].
6. **Method of Exercise.** Full payment for shares purchased by the Participant shall be made at the time of the exercise of the option in whole or in part, following which uncertificated book entry shares shall be deposited in the Participant's account at the Company's transfer agent promptly thereafter. No shares shall be transferred to the Participant until full payment therefor has been made in accordance with a form of payment provided in Section 7(b)(i) of the Plan, and the Participant shall have none of the rights of a stockholder with respect to any shares subject to this option until such deposit shall have occurred. A cash form of payment under Section 7(b)(i) of the Plan includes, without limitation, cashless exercise whereby the Participant delivers irrevocable instructions to a Company-approved broker to promptly deliver to the Company an amount equal to the purchase price for the shares purchased pursuant to the option herein granted and to satisfy any statutorily required withholding obligations, as applicable.
7. **Non-Transferability.** The option herein granted is non-assignable and non-transferable, other than by will or by the laws of descent and distribution, and during the Participant's lifetime shall be exercisable only by the Participant. Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, permit the transfer of the option to the extent such transfer is allowed under the Plan.
8. **Adjustment.** The option shall be subject to adjustment to the extent provided in Section 13 of the Plan.
9. **Restrictive Covenants.** The option granted hereunder shall be immediately forfeited and all rights hereunder shall be cancelled immediately unless (i) the Participant had accepted and delivered to the Company in connection with previous option grants a restrictive covenant substantially in the form enclosed with this Award Agreement, or (ii) the Participant accepts and delivers the restrictive covenant enclosed herewith within six months of the Grant Date of the option set forth above and returns one to Broadridge Financial Solutions, Inc., 5 Dakota Drive, Suite 300, Lake Success, New York 11042, United States of America, Attention: Compensation Department. If the Company does not receive confirmation of acceptance of the restrictive covenant within such six-month period, this grant shall be canceled and forfeited in its entirety.
10. **Stockholder Rights.** The Participant shall have no rights as a stockholder with respect to any shares of Stock covered by the option unless and until the Participant has become the holder of record of the shares of Stock, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any such shares of Stock, except as otherwise specifically provided for in the Plan.

11. **Plan Controls.** This Award Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Compensation Committee and as may be in effect from time to time. The Plan is incorporated herein by reference. By accepting this Award Agreement, the Participant acknowledges having received or otherwise having been given access to, and read a copy of the Plan and agrees to comply with it, this Award Agreement and all applicable laws and regulations. If and to the extent that this Award Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Award Agreement shall be deemed to be modified accordingly. Subject to Section 9 above and Section 18 below, this Award Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements between the Company and the Participant with respect to the subject matter hereof.
12. **No Guarantee of Employment.** This Award Agreement is not an agreement of employment or other services. This grant of the option does not guarantee that the Employer will employ the Participant for any specific time period, nor does it modify in any respect the Employer's right to terminate or modify the Participant's employment or compensation at any time.
13. **Withholding.** Pursuant to such procedures as the Compensation Committee may establish from time to time, the Company shall withhold, or shall require payment by or on behalf of the Participant of, the amount of all applicable U.S. and non-U.S. federal, state or local taxes in connection with the option that the Company is required to withhold in accordance with applicable law; provided that the Compensation Committee, in its sole discretion and pursuant to such procedures as it may establish from time to time, may permit the Participant to satisfy such taxes, in whole or in part, by withholding from the shares of Stock otherwise deliverable to the Participant under the option a number of shares of Stock with a value not to exceed the amount of such taxes determined at the maximum individual rate applicable in the relevant jurisdiction.
14. **Data Privacy.**
- (a) **Data Collection and Usage.** *The Company and the Employer collect, process and use certain personal information about the Participant, and persons closely associated with the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the legitimate purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is the Participant's consent. Where required under applicable law, Data may also be disclosed to certain securities or other regulatory authorities where the Company's securities are listed or traded or regulatory filings are made.*
- (b) **Stock Plan Administration Service Providers.** *The Company transfers Data to Morgan Stanley Smith Barney LLC, an independent service provider, which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Data with such other provider serving in a similar manner. The Participant may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.*
- (c) **International Data Transfers.** *The Company and its service providers are based in the United States. The Participant's country or jurisdiction may have different data privacy laws and protections than the United States. The Company's legal basis, where required, for the transfer of Data is the Participant's consent.*

- (d) **Data Retention.** The Company will hold and use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws.*
- (e) **Voluntariness and Consequences of Consent Denial or Withdrawal.** Participation in the Plan is voluntary and the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant this option or other awards to the Participant or administer or maintain such awards.*
- (f) **Declaration of Consent.** By accepting the option and indicating consent via the Company's online acceptance procedure, the Participant is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned above, including recipients located in countries which do not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described above.*
- (g) **Alternative Basis for Data Processing and Transfer.** The Participant understands that the Company may rely on a different legal basis for the processing or transfer of Data in the future and/or request that the Participant provide another data privacy consent form. If applicable and upon request of the Company, the Participant agrees to provide an executed acknowledgement or data privacy consent form to the Employer or the Company (or any other acknowledgements, agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Participant's country, either now or in the future. The Participant understands that he or she will not be able to participate in the Plan if he or she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.*
- 15. Uncertificated Book Entry.** Notwithstanding anything else herein, to the extent permitted under applicable federal, state or local law, the Company may issue the shares of Stock pursuant to this option in the form of uncertificated shares. Such uncertificated shares of Stock shall be credited to a book entry account maintained by the Company (or its designee) on behalf of the Participant.
- 16. Section 409A.** Although the Company does not guarantee to the Participant any particular tax treatment relating to the option, the option provided hereunder is intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.
- 17. Governing Law; Amendment; Dispute Resolution; Venue.** It is understood and agreed that this option has been granted pursuant to the Plan, which shall be governed by, and construed in accordance with, the laws of the State of New York. The Compensation Committee may amend, suspend or terminate this Award Agreement subject to and in accordance with the terms of the Plan. For purposes of litigating any dispute concerning the grant of the option, the Award Agreement or the restrictive covenants referred to in Section 9 above, the Participant and the Company agree and consent to the exclusive jurisdiction of the State of New York, and agree that such litigation shall be conducted exclusively in the courts of Nassau County, New York or the federal courts for the United States for the Eastern District of New York, where this grant is made and/or to be performed; provided, however, that, notwithstanding the foregoing, (except for any matters related to restrictive covenants) if the

Participant is also eligible to participate in the Company's Officer Severance Plan or the Company's Management Severance Plan, then the dispute resolution provisions of the Officer Severance Plan or the Management Severance Plan, as applicable to the Participant, shall also apply to disputes between the Company and the Participant concerning the grant of the option, this Award Agreement and any other award agreement between the Company and the Participant.

18. **Clawback.** As a condition to the grant of these options, including any shares of Stock or payments in connection with these options, the Participant agrees that he or she will be subject to, and comply with the terms of, the Company's Amended and Restated Clawback Policy and any other applicable clawback policy approved by the Board or any committee thereof, as in effect from time to time, whether approved before or after the Date of Grant (the "Clawback Policy"). By accepting this Award Agreement, the Participant hereby acknowledges having received, or otherwise having been given access to, and read a copy of the Clawback Policy.
19. **Severability.** Whenever feasible, each provision of this Award Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Award Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Award Agreement.
20. **Successors and Assigns.** Except as otherwise provided herein, this Award Agreement will bind and inure to the benefit of the respective successors and permitted assigns and heirs and legal representatives of the parties hereto whether so expressed or not.
21. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the option and on any shares of Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
22. **Compliance with Laws and Regulations.** Notwithstanding any other provisions of the Plan or this Award Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Participant understands that the Company will not be obligated to issue any shares of Stock pursuant to the option if the issuance of such shares of Stock shall constitute a violation by the Participant or the Company of any provision of law or regulation of any governmental authority. Further, the Company may amend, suspend or terminate the Plan and the Stock Option Grant Award Agreement subject to and in accordance with the terms of the Plan, including but not limited to, the unilateral authority to amend the Plan and the Stock Option Grant Award Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to the option or the issuance of shares of Stock. Any determination by the Company in this regard shall be final, binding and conclusive.
23. **Waivers.** The Participant acknowledges that a waiver by the Company of breach of any provision of the Stock Option Grant Award Agreement shall not operate or be construed as a waiver of any other provision of the Stock Option Grant Award Agreement, or of any subsequent breach by the Participant or any other Participant.
24. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
25. **Insider Trading Restrictions/Market Abuse Laws.** The Participant acknowledges that, depending on his or her country, the broker's country, or the country in which the shares of Stock are listed, the

Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to directly or indirectly, accept, acquire, sell, or attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (*e.g.*, options), or rights linked to the value of shares of Stock during such times as the Participant is considered to have “inside information” regarding the Company (as defined by the laws and/or regulations in the applicable jurisdictions or the Participant’s country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before possessing the insider information to any third party, including fellow employees (other than on a “need to know” basis) and (ii) “tipping” third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Participant is advised to speak to his or her personal advisor on this matter.

By:

Richard J. Stingi
Corporate Vice President/
Chief Human Resources Officer

Date: **[GRANT DATE]**



**BROADRIDGE FINANCIAL SOLUTIONS, INC.
2018 OMNIBUS AWARD PLAN
RESTRICTED STOCK UNIT GRANT AWARD AGREEMENT
FOR U.S. CORPORATE OFFICERS
(Performance Based)**

On [GRANT DATE], BROADRIDGE FINANCIAL SOLUTIONS, INC. (“Broadridge” or the “Company”) granted to [PARTICIPANT NAME] (the “Participant”) pursuant to the Broadridge 2018 Omnibus Award Plan, (the “Plan”), an Award of Restricted Stock Units (“Units”) of the Company, by action of the Compensation Committee of the Board of Directors of the Company (the “Board”), subject to the terms and conditions of this Restricted Stock Unit Grant Award Agreement (the “Award Agreement”). Capitalized terms in this Award Agreement that are not otherwise defined shall have the same meaning as set forth in the Plan.

1. **Date of Grant.** The Date of Grant of the Award is [GRANT DATE].
2. **Number of Units.** The target number of Units granted (“Target”) is [NUMBER OF UNITS]. The number of Units granted is equal to the number shown on the Participant’s Online Grant Acceptance page which is accessed through the Morgan Stanley StockPlan Connect website.
3. **Performance Period.** The Performance Period shall commence on [] and shall end on [].
4. **Vesting.** Subject to the terms and conditions herein, the Units herein granted shall vest as follows, provided (except as specifically provided below) that the Performance Goals set forth below are achieved and the Participant is continuously employed by the Company or any of its Affiliates through the applicable vesting date:
 - (a) Except as otherwise set forth in Section 4(b), (c), (d) or (e) below, the Units shall vest in full on [VEST DATE] at the percentage of Target calculated as set forth in Section 4(g) below, as determined by the Compensation Committee.
 - (b) **Death and Disability.** The Units shall vest in full, at 100% of Target, irrespective of achievement of the Performance Goals, upon the Participant experiencing a Termination of Employment during the Performance Period due to his or her death or Disability. For purposes of this Award Agreement, “Disability” shall mean qualification for long-term disability benefits under the long-term disability plan or policy, as it may be amended from time to time, of the Company or, if different, the Affiliate which employs the Participant (the “Employer”), regardless of whether the Participant is covered by such policy. If the Company or the Employer does not have a long-term disability policy, “Disability” means that the Participant is unable to carry out the responsibilities and functions of the position held by the Participant by reason of any medically determined physical or mental impairment for a period of not less than one hundred and eighty (180) consecutive days. The Participant shall not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Company in its discretion.

The Units shall vest in full at the percentage of Target calculated as set forth in Section 4(g) below, as determined by the Compensation Committee, upon the Participant experiencing a Termination of Employment after the end of the Performance Period due to his or her death or Disability.
 - (c) **Retirement.** If the Participant experiences a Termination of Employment due to his or her Retirement (as defined below) which Termination of Employment is not also covered by Section 4(e) below, the Units shall vest as follows:

(i) If the Retirement occurs after the end of the Performance Period, the Units shall vest in full on [VEST DATE] at the percentage of Target calculated as set forth in Section 4(g) below (or calculated as set forth in Section 4(e) below, if Retirement occurs after a Change in Control).

(ii) If the Retirement occurs during the Performance Period, the Target shall be prorated based on the portion of the Performance Period completed as of the date of Termination of Employment, rounded to the nearest full fiscal quarter, and the Units shall vest on [VEST DATE] at the percentage of the prorated Target calculated as set forth in Section 4(g) below for the full Performance Period (or calculated as set forth in Section 4(e) below, if Retirement occurs after a Change in Control). For clarification purposes, the completed portion of the Performance Period will be rounded up if the date of Termination of Employment is on or after the 15th of the second month of a fiscal quarter. If the date of Termination of Employment is before the 15th of the second month of a fiscal quarter, the completed portion of the Performance Period will be rounded down.

For purposes of this Award Agreement, "Retirement" is defined as: (i) Termination of Employment for any reason other than Cause if the Participant is age 65 and over, and (ii) involuntary Termination of Employment without Cause that is not followed by an immediate re-hire by the Company or any of its Affiliates if the Participant is age 60 and over. If the Participant incurs a voluntary Termination of Employment between ages 60 and 64, he or she will not be eligible for these retirement provisions.

(d) **Termination without Cause.** If the Participant experiences a Termination of Employment due to the termination of his or her employment without Cause that is not followed by an immediate re-hire by the Company or any of its Affiliates, and not due to the Participant's Retirement or as described in Section 4(e) below, the Units shall vest as follows; provided the Participant executes, and does not revoke, a Release and Restrictive Covenant Agreement in a form as attached to the Officer Severance Plan, as amended (the "Release") within 50 days of the date of Termination of Employment. If the Participant subsequently breaches any of the terms of the Release, the Participant shall forfeit any unvested or vested Units that are outstanding at the time the Participant is determined to have violated the terms of the Release.

(i) If the Termination of Employment occurs after the end of the Performance Period, so long as the Participant's Severance Period (as defined below) ends on or after [VEST DATE], the Units shall vest in full on [VEST DATE], at the percentage of Target calculated as set forth in Section 4(g) below.

(ii) If the Termination of Employment occurs during the Performance Period, the Target shall be prorated based on the portion of the Performance Period completed as of the date of Termination, rounded to the nearest full fiscal quarter, and, so long as the Participant's Severance Period (as defined below) ends on or after [VEST DATE], shall vest on [VEST DATE] at the percentage of the prorated Target calculated as set forth in Section 4(g) below for the full Performance Period. For clarification purposes, the completed portion of the Performance Period will be rounded up if the date of Termination of Employment is on or after the 15th of the second month of a fiscal quarter. If the date of Termination of Employment is before the 15th of the second month of a fiscal quarter, the completed portion of the Performance Period will be rounded down.

For purposes of this Award Agreement (other than following a Change in Control as set forth in Section 4(e) below), "Cause" shall mean: (1) the Participant is convicted of, or pleads nolo contendere to, a felony; (2) willful misconduct by the Participant resulting in material harm to the Company or any of its Affiliates; (3) the Participant commits an act constituting fraud, embezzlement, theft, or dishonesty against the Company or an Affiliate; (4) continuing failure by the Participant to perform his or her duties after written notice thereof from the Company or an Affiliate; (5) material breach by the Participant of any term of any confidentiality, non-solicitation and/or non-competition agreements with the Company or an Affiliate; or (6) the Participant has violated the Company's Code of Business Conduct and Ethics.

For purposes of this Award Agreement, the Participant's "Severance Period" shall mean the period commencing with the Participant's Termination of Employment and ending eighteen months after his or her Termination of Employment.

- (e) **Change in Control.** If a Change in Control (as defined in the Plan) occurs during the Performance Period, the Performance Period will end as of the date of such Change in Control. If the Change in Control occurs during the first or second year of the Performance Period, the Performance Goal will be treated as earned at 100% of Target. If the Change in Control occurs during the third year of the Performance Period, the Performance Goal will be calculated based on Company performance through the last completed fiscal quarter prior to the Change in Control (by annualizing any part year earnings, as determined by the Compensation Committee). If the Change in Control occurs following the end of the Performance Period, the Performance Goal will be calculated in accordance with Section 4(g). Any such earned Units will vest on the date set forth above in Section 4(a), unless the Participant experiences a Termination of Employment without Cause (as defined in the Company’s Change in Control Severance Plan for Corporate Officers) or by the Participant for Good Reason, within two years after the Change in Control, that is not followed by an immediate re-hire by the Company or any of its Affiliates, then the Units will vest at the time of such Termination of Employment.

For purposes hereof, “Good Reason” means the occurrence of any of the following after a Change in Control without the Participant’s written consent: (i) material diminution with respect to the Participant’s position, duties, responsibilities, or authority as of the date immediately prior to the Change in Control; (ii) a material reduction in the Participant’s aggregate compensation and benefits; (iii) a failure of any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) of the Company to assume in writing the obligations hereunder; or (iv) a change in the location of the Participant’s primary worksite by more than fifty (50) miles from the location immediately prior to the Change in Control. A termination for Good Reason shall mean a termination by the Participant effected by written notice given by the Participant to the Employer within 30 days after the occurrence of the Good Reason event, unless the Employer shall, within 15 days after receiving such notice, take such action as is necessary to fully remedy such Good Reason event in which case the Good Reason event shall be deemed to have not occurred.

In the event the Participant experiences a Termination of Employment due to Retirement or Termination of Employment without Cause and, in each case, that is not followed by an immediate re-hire by the Company or any of its Affiliates, notwithstanding Sections 4(c) and (d), if the Termination of Employment meets the requirements of this Section 4(e), then the Units will vest as set forth in Section 4(e).

The Participant hereby acknowledges and agrees that this Section 4(e) shall apply to the Units in lieu of Section 1.2 of the Company’s Change in Control Severance Plan for Corporate Officers, and Section 1.2 of the Company’s Change in Control Severance Plan for Corporate Officers shall have no application with respect to the Units.

- (f) Except as provided in Section 4(c) or 4(d) above, no Units shall vest following the Participant’s Termination of Employment and any Units that are unvested immediately following Termination of Employment will be forfeited.
- (g) The Performance Goals are based on the following three-year average Broadridge fully-diluted earnings per share target. If Broadridge’s three year fully-diluted earnings per share results are between [\$] and [\$] or [\$] and [\$], the shares earned will be determined using straight-line interpolation.

Shares Earned as % of Target	FY[]-FY[] EPS
0%	[]
50%	[]
100%	[]
150%	[]

“EPS” is defined as the average diluted earnings per share from continuing operations as reported in the Company’s financial statements for the [], [] and [] fiscal years, as adjusted by the Compensation Committee to exclude amortization of acquired intangibles and purchased intellectual property, and acquisition and integration costs, and as further adjusted by the Compensation Committee pursuant to the Plan to exclude the impact of the amount of all items of gain, loss, charge or expense relating to the items set forth on Exhibit A hereto for the [], [] and [] fiscal years.

(h) Fractional Units will be rounded down to the nearest whole number Unit.

5. **Delivery of Stock.** Subject to the terms and conditions herein, when the Units vest, the Company shall issue and deliver, through an uncertificated book entry or similar method pursuant to Section 15 herein, to the Participant a number of shares of Stock without restrictions equal to the aggregate number of vested Units credited to the Participant. These shares will be registered in the name of the Participant for such Stock and subject to applicable tax withholding.
6. **Purchase Price.** The full price for each of the shares issued upon vesting pursuant to the Units granted herein shall be **\$0.00**.
7. **No Stockholder Rights.** The Participant will have no rights as a stockholder with regard to the Units prior to vesting and will have no rights to dividends or Dividend Equivalents with regard to the Units.
8. **Non-Transferability.** The Units herein granted are non-assignable and non-transferable, other than by will or by the laws of descent and distribution, and during the Participant’s lifetime shall be owned only by the Participant unless and until the restrictions on the Units lapse. Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, permit the transfer of the Units to the extent such transfer is allowed under the Plan.
9. **Adjustment.** The Units shall be subject to adjustment to the extent provided in Section 13 of the Plan.
10. **Restrictive Covenants.** The Units granted hereunder shall be immediately forfeited and all rights hereunder shall be cancelled immediately unless (i) the Participant had accepted and delivered to the Company in connection with previous Unit grants a restrictive covenant substantially in the form enclosed with this Award Agreement, or (ii) the Participant accepts and delivers the restrictive covenant enclosed herewith within six months of the Date of Grant of the Units set forth above and returns one to Broadridge Financial Solutions, Inc., 5 Dakota Drive, Suite 300, Lake Success, New York 11042, United States of America, Attention: Compensation Department. If the Company does not receive confirmation of acceptance of the restrictive covenant within such six-month period, this grant shall be canceled and forfeited in its entirety.
11. **Plan Controls.** This Award Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Compensation Committee and as may be in effect from time to time. The Plan is incorporated herein by reference. By accepting this Award Agreement, the Participant acknowledges having received or otherwise having been given access to, and read a copy of the Plan and agrees to comply with it, this Award Agreement and all applicable laws and regulations. If and to the extent that this Award Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Award Agreement shall be deemed to be modified accordingly. Subject to Section 10 above and Section 18 below, this Award Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements between the Company and the Participant with respect to the subject matter hereof.
12. **No Guarantee of Employment.** This Award Agreement is not an agreement of employment or other service. This grant of the Units does not guarantee that the Employer will employ the Participant for any specific time period, nor does it modify in any respect the Employer’s right to terminate or modify the Participant’s employment or compensation at any time.
13. **Withholding.** Upon vesting of the Units, a number of shares of Stock issuable under this Award Agreement, valued as of the date of the applicable tax withholding obligation, shall be automatically withheld from the

shares of Stock otherwise deliverable to the Participant in an amount equal to the applicable withholding amount. Notwithstanding the foregoing, if such withholding method is not permissible under applicable laws or subject to adverse accounting consequences, pursuant to such procedures as the Compensation Committee may establish from time to time, the Company may withhold, or shall require payment by or on behalf of the Participant of, the applicable tax withholding amount by any other method the Compensation Committee deems acceptable and in accordance with the Plan.

14. Data Privacy

- (a) Data Collection and Usage. The Company and the Employer collects, processes and uses certain personal information about the Participant, and persons closely associated with the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the legitimate purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is the Participant's consent. Where required under applicable law, Data may also be disclosed to certain securities or other regulatory authorities where the Company's securities are listed or traded or regulatory filings are made.*
- (b) Stock Plan Administration Service Providers. The Company transfers Data to Morgan Stanley Smith Barney LLC, an independent service provider, which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Data with such other provider serving in a similar manner. The Participant may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.*
- (c) International Data Transfers. The Company and its service providers are based in the United States. The Participant's country or jurisdiction may have different data privacy laws and protections than the United States. The Company's legal basis, where required, for the transfer of Data is the Participant's consent.*
- (d) Data Retention. The Company will hold and use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws.*
- (e) Voluntariness and Consequences of Consent Denial or Withdrawal. Participation in the Plan is voluntary and the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant this Award or other awards to the Participant or administer or maintain such awards.*
- (f) Declaration of Consent. By accepting the Units and indicating consent via the Company's online acceptance procedure, the Participant is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned above, including recipients located in countries which do not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described above.*
- (g) Alternative Basis for Data Processing and Transfer. The Participant understands that the Company may rely on a different legal basis for the processing or transfer of Data in the future and/or request that the Participant provide another data privacy consent form. If applicable and upon request of the Company, the Participant agrees to provide an executed acknowledgement or data privacy consent form to the Employer or the Company (or any other acknowledgements, agreements or*

consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Participant's country, either now or in the future. The Participant understands that he or she will not be able to participate in the Plan if he or she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.

15. **Uncertificated Book Entry.** Notwithstanding anything else herein, to the extent permitted under applicable federal, state or local law, the Company may issue the shares of Stock pursuant to the Units in the form of uncertificated shares. Such uncertificated shares of Stock shall be credited to a book entry account maintained by the Company (or its designee) on behalf of the Participant.
16. **Section 409A.** Although the Company does not guarantee to the Participant any particular tax treatment relating to the Units, the Units provided hereunder are intended to comply with the applicable requirements of Section 409A of the Code, to the extent subject thereto, and shall be limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. To the extent the Units constitute deferred compensation subject to the requirements of Section 409A of the Code, and to the extent the Units are vested on the Participant's Termination of Employment in accordance with Section 4(b) or (e) above, if on the date of the Participant's "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code, the Participant is deemed to be a "specified employee" within the meaning of Section 409A(a)(2)(B) of the Code, the delivery of the shares of Stock subject to the Units shall, to the extent required to be delayed pursuant to Section 409A(a)(2)(B) of the Code, be made on the date that is six months following such date or, if earlier, the date of the Participant's death. Notwithstanding any provision of this Award Agreement to the contrary, for purposes of any provision of this Award Agreement providing for distribution of shares of Stock upon a Termination of Employment that is considered deferred compensation under Section 409A, references to the Participant's Termination of Employment (and corollary terms) with the Company shall be construed to refer to the Participant's "separation from service" (within the meaning of Treas. Reg. Section 1.409A-1(h)) with the Company.
17. **Governing Law; Amendment; Dispute Resolution; Venue.** It is understood and agreed that these Units have been granted pursuant to the Plan which shall be governed by, and construed in accordance with, the laws of the State of New York. The Compensation Committee may amend, suspend or terminate this Award Agreement subject to and in accordance with the terms of the Plan. For purposes of litigating any dispute concerning the grant of the Units, the Award Agreement or the restrictive covenants referred to in Section 10 above, the Participant and the Company agree and consent to the exclusive jurisdiction of the State of New York, and agree that such litigation shall be conducted exclusively in the courts of Nassau County, New York, or the federal courts for the United States for the Eastern District of New York, where this grant is made and/or to be performed; provided, however, that, notwithstanding the foregoing, (except for any matters related to restrictive covenants) if the Participant is also eligible to participate in the Company's Officer Severance Plan or the Company's Management Severance Plan, then the dispute resolution provisions of the Officer Severance Plan or the Management Severance Plan, as applicable to the Participant, shall also apply to disputes between the Company and the Participant concerning the grant of the Units, this Award Agreement and any other award agreement between the Company and the Participant.
18. **Clawback.** As a condition to the grant of these Units, including any shares of Stock or payments in connection with these Units, the Participant agrees that he or she will be subject to, and comply with the terms of, the Company's Amended and Restated Clawback Policy and any other applicable clawback policy approved by the Board or any committee thereof, as in effect from time to time, whether approved before or after the Date of Grant (the "Clawback Policy"). By accepting this Award Agreement, the Participant hereby acknowledges having received, or otherwise having been given access to, and read a copy of the Clawback Policy.
19. **Severability.** Whenever feasible, each provision of this Award Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Award Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Award Agreement.

20. **Successors and Assigns.** Except as otherwise provided herein, this Award Agreement will bind and inure to the benefit of the respective successors and permitted assigns and heirs and legal representatives of the parties hereto whether so expressed or not.
21. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Units and on any shares of Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
22. **Compliance with Laws and Regulations.** Notwithstanding any other provisions of the Plan or this Award Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Participant understands that the Company will not be obligated to issue any shares of Stock pursuant the Units if the issuance of such shares of Stock shall constitute a violation by the Participant or the Company of any provision of law or regulation of any governmental authority. Further, the Company may amend, suspend or terminate the Plan and the Award Agreement subject to and in accordance with the terms of the Plan, including but not limited to, the unilateral authority to amend the Plan and the Award Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to the Units or the issuance of shares of Stock. Any determination by the Company in this regard shall be final, binding and conclusive.
23. **Waivers.** The Participant acknowledges that a waiver by the Company of breach of any provision of the Award Agreement shall not operate or be construed as a waiver of any other provision of the Award Agreement, or of any subsequent breach by the Participant or any other Participant.
24. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
25. **Insider Trading Restrictions/Market Abuse Laws.** The Participant acknowledges that, depending on his or her country, the broker's country, or the country in which the shares of Stock are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to directly or indirectly, accept, acquire, sell, or attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (*e.g.*, Units), or rights linked to the value of shares of Stock during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws and/or regulations in the applicable jurisdictions or the Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before possessing the insider information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Participant is advised to speak to his or her personal advisor on this matter.

By:

Richard J. Stingi
Corporate Vice President/
Chief Human Resources Officer

Date: [GRANT DATE]



**BROADRIDGE FINANCIAL SOLUTIONS, INC.
2018 OMNIBUS AWARD PLAN
RESTRICTED STOCK UNIT GRANT AWARD AGREEMENT
FOR U.S. CORPORATE OFFICERS
(Time Based)**

On [GRANT DATE], BROADRIDGE FINANCIAL SOLUTIONS, INC. (“Broadridge” or the “Company”) granted to [PARTICIPANT NAME] (the “Participant”) pursuant to the Broadridge 2018 Omnibus Award Plan (the “Plan”), an Award of Restricted Stock Units (“Units”) of the Company, by action of the Compensation Committee of the Board of Directors of the Company (the “Board”), subject to the terms and conditions of this Restricted Stock Unit Grant Award Agreement (the “Award Agreement”). Capitalized terms in this Award Agreement that are not otherwise defined shall have the same meaning as set forth in the Plan.

1. **Date of Grant.** The Date of Grant of the Award is [GRANT DATE].
2. **Number of Units.** The number of Units granted is [NUMBER OF UNITS]. The number of Units granted is equal to the number shown on the Participant’s Online Grant Acceptance page which is accessed through the Morgan Stanley StockPlan Connect website.
3. **Vesting.** Subject to the terms and conditions herein, the Units herein granted shall vest as follows, provided (except as specifically provided below) that the Participant is continuously employed by the Company or any of its Affiliates through the applicable vesting date:
 - (a) Except as otherwise set forth in Section 3(b), (c), (d) or (e) below, the Units shall vest in full on [VEST DATE].
 - (b) ***Death and Disability.*** The Units shall vest in full upon the Participant experiencing a Termination of Employment due to his or her death or Disability. For purposes of this Award Agreement, “Disability” shall mean qualification for long-term disability benefits under the long-term disability plan or policy, as it may be amended from time to time, of the Company or, if different, the Affiliate which employs the Participant (the “Employer”), regardless of whether the Participant is covered by such policy. If the Company or the Employer does not have a long-term disability policy, “Disability” means that the Participant is unable to carry out the responsibilities and functions of the position held by the Participant by reason of any medically determined physical or mental impairment for a period of not less than one hundred and eighty (180) consecutive days. The Participant shall not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Company in its discretion.
 - (c) ***Retirement.*** If the Participant experiences a Termination of Employment due to his or her Retirement (as defined below) during the period commencing on the Date of Grant and ending on [VEST DATE] (the “Vesting Period”) which is not also covered by Section 3(e) below, the Units shall be prorated based on the portion of the Vesting Period completed as of the date of Termination of Employment, rounded to the nearest full month of the Vesting Period, and shall vest on a prorated basis on [VEST DATE].

For purposes of this Award Agreement, “Retirement” is defined as: (i) Termination of Employment for any reason other than Cause if the Participant is age 65 and over, and (ii) involuntary Termination of Employment without Cause that is not followed by an immediate re-hire by the Company or any of its Affiliates if the Participant is age 60 and over. If the Participant incurs a voluntary Termination of Employment between ages 60 and 64, he or she will not be eligible for these retirement provisions.

- (d) **Termination without Cause.** If the Participant experiences a Termination of Employment due to the termination of his or her employment without Cause, and not due to the Participant's Retirement or as described in Section 3(e) below, in each case, that is not followed by an immediate re-hire by the Company or any of its Affiliates, the Units shall continue to vest during the Severance Period, provided the Participant executes, and does not revoke, a Release and Restrictive Covenant Agreement in a form as attached to the Officer Severance Plan, as amended (the "Release") within 50 days of the date of Termination of Employment. If the Participant subsequently breaches any of the terms of the Release, the Participant shall forfeit any unvested or vested Units that are outstanding at the time the Participant is determined to have violated the terms of the Release.

For purposes of this Award Agreement (other than following a Change in Control as set forth in Section 3(e) below), "Cause" shall mean: (1) the Participant is convicted of, or pleads nolo contendere to, a felony; (2) willful misconduct by the Participant resulting in material harm to the Company or any of its Affiliates; (3) the Participant commits an act constituting fraud, embezzlement, theft, or dishonesty against the Company or an Affiliate; (4) continuing failure by the Participant to perform his or her duties after written notice thereof from the Company or an Affiliate; (5) material breach by the Participant of any term of any confidentiality, non-solicitation and/or non-competition agreements with the Company or an Affiliate; or (6) the Participant has violated the Company's Code of Business Conduct and Ethics.

For purposes of this Award Agreement, the Participant's "Severance Period" shall mean the period commencing with the Participant's Termination of Employment and ending eighteen months after his or her Termination of Employment.

- (e) **Change in Control.** If a Change in Control (as defined in the Plan) occurs and, within two years thereafter, the Participant experiences a Termination of Employment without Cause (as defined in the Company's Change in Control Severance Plan for Corporate Officers) or by the Participant for Good Reason that is not followed by an immediate re-hire by the Company or any of its Affiliates, then the Units will vest in full at the time of such Termination of Employment.

For purposes hereof, "Good Reason" means the occurrence of any of the following after a Change in Control without the Participant's written consent: (i) material diminution with respect to the Participant's position, duties, responsibilities, or authority as of the date immediately prior to the Change in Control; (ii) a material reduction in the Participant's aggregate compensation and benefits; (iii) a failure of any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) of the Company to assume in writing the obligations hereunder; or (iv) a change in the location of the Participant's primary worksite by more than fifty (50) miles from the location immediately prior to the Change in Control. A termination for Good Reason shall mean a termination by the Participant effected by written notice given by the Participant to the Employer within 30 days after the occurrence of the Good Reason event, unless the Employer shall, within 15 days after receiving such notice, take such action as is necessary to fully remedy such Good Reason event in which case the Good Reason event shall be deemed to have not occurred.

In the event the Participant experiences a Termination of Employment due to Retirement or Termination of Employment without Cause (as defined in the Company's Change in Control Severance Plan for Corporate Officers) that is not followed by an immediate re-hire by the Company or any of its Affiliates, notwithstanding Sections 3(c) and (d), if the Termination of Employment meets the requirements of this Section 3(e), then the Units will vest as set forth in Section 3(e).

The Participant hereby acknowledges and agrees that this Section 3(e) shall apply to the Units in lieu of Section 1.2 of the Company's Change in Control Severance Plan for Corporate Officers, and Section 1.2 of the Company's Change in Control Severance Plan for Corporate Officers shall have no application with respect to the Units.

- (f) Except as provided in Section 3(c) or 3(d) above, no Units shall vest following the Participant's Termination of Employment and any Units that are unvested immediately following Termination of Employment will be forfeited.
- (g) Fractional Units will be rounded down to the nearest whole number Unit.
4. **Delivery of Stock.** Subject to the terms and conditions herein, when the Units vest, the Company shall issue and deliver, through an uncertificated book entry or similar method pursuant to Section 14 herein, to the Participant a number of shares of Stock without restrictions equal to the aggregate number of vested Units credited to the Participant. These shares will be registered in the name of the Participant for such Stock and subject to applicable tax withholding.
 5. **Purchase Price.** The full price for each of the shares issued upon vesting pursuant to the Units granted herein shall be **\$0.00**.
 6. **No Stockholder Rights.** The Participant will have no rights as a stockholder with regard to the Units prior to vesting and will have no rights to dividends or Dividend Equivalents with regard to the Units.
 7. **Non-Transferability.** The Units herein granted are non-assignable and non-transferable, other than by will or by the laws of descent and distribution, and during the Participant's lifetime shall be owned only by the Participant unless and until the restrictions on the Units lapse. Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, permit the transfer of the Units to the extent such transfer is allowed under the Plan.
 8. **Adjustment.** The Units shall be subject to adjustment to the extent provided in Section 13 of the Plan.
 9. **Restrictive Covenants.** The Units granted hereunder shall be immediately forfeited and all rights hereunder shall be cancelled immediately unless (i) the Participant had accepted and delivered to the Company in connection with previous Unit grants a restrictive covenant substantially in the form enclosed with this Award Agreement, or (ii) the Participant accepts and delivers the restrictive covenant enclosed herewith within six months of the Date of Grant of the Units set forth above and returns one to Broadridge Financial Solutions, Inc., 5 Dakota Drive, Suite 300, Lake Success, New York 11042, United States of America, Attention: Compensation Department. If the Company does not receive confirmation of acceptance of the restrictive covenant within such six-month period, this grant shall be canceled and forfeited in its entirety.
 10. **Plan Controls.** This Award Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Compensation Committee and as may be in effect from time to time. The Plan is incorporated herein by reference. By accepting this Award Agreement, the Participant acknowledges having received or otherwise having been given access to, and read a copy of the Plan and agrees to comply with it, this Award Agreement and all applicable laws and regulations. If and to the extent that this Award Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Award Agreement shall be deemed to be modified accordingly. Subject to Section 9 above and Section 17 below, this Award Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements between the Company and the Participant with respect to the subject matter hereof.
 11. **No Guarantee of Employment.** This Award Agreement is not an agreement of employment or other service. The grant of the Units does not guarantee that the Employer will employ the Participant for any specific time period, nor does it modify in any respect the Employer's right to terminate or modify the Participant's employment or compensation at any time.
 12. **Withholding.** Upon vesting of the Units, a number of shares of Stock issuable under this Award Agreement, valued as of the date of the applicable tax withholding obligation, shall be automatically withheld from the shares of Stock otherwise deliverable to the Participant in an amount equal to the applicable withholding

amount. Notwithstanding the foregoing, if such withholding method is not permissible under applicable laws or subject to adverse accounting consequences, pursuant to such procedures as the Compensation Committee may establish from time to time, the Company may withhold, or shall require payment by or on behalf of the Participant of, the applicable tax withholding amount by any other method the Compensation Committee deems acceptable and in accordance with the Plan.

13. Data Privacy

- (a) Data Collection and Usage. The Company and the Employer collect, process and use certain personal information about the Participant, and persons closely associated with the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the legitimate purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is the Participant's consent. Where required under applicable law, Data may also be disclosed to certain securities or other regulatory authorities where the Company's securities are listed or traded or regulatory filings are made.*
- (b) Stock Plan Administration Service Providers. The Company transfers Data to Morgan Stanley Smith Barney LLC, an independent service provider, which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Data with such other provider serving in a similar manner. The Participant may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.*
- (c) International Data Transfers. The Company and its service providers are based in the United States. The Participant's country or jurisdiction may have different data privacy laws and protections than the United States. The Company's legal basis, where required, for the transfer of Data is the Participant's consent.*
- (d) Data Retention. The Company will hold and use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws.*
- (e) Voluntariness and Consequences of Consent Denial or Withdrawal. Participation in the Plan is voluntary and the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant this Award or other awards to the Participant or administer or maintain such awards.*
- (f) Declaration of Consent. By accepting the Units and indicating consent via the Company's online acceptance procedure, the Participant is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned above, including recipients located in countries which do not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described above.*
- (g) Alternative Basis for Data Processing and Transfer. The Participant understands that the Company may rely on a different legal basis for the processing or transfer of Data in the future and/or request that the Participant provide another data privacy consent form. If applicable and upon request of the Company, the Participant agrees to provide an executed acknowledgement or data privacy*

consent form to the Employer or the Company (or any other acknowledgements, agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Participant's country, either now or in the future. The Participant understands that he or she will not be able to participate in the Plan if he or she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.

14. **Uncertificated Book Entry.** Notwithstanding anything else herein, to the extent permitted under applicable federal, state or local law, the Company may issue the shares of Stock pursuant to the Units in the form of uncertificated shares. Such uncertificated shares of Stock shall be credited to a book entry account maintained by the Company (or its designee) on behalf of the Participant.
15. **Section 409A.** Although the Company does not guarantee to the Participant any particular tax treatment relating to the Units, the Units provided hereunder are intended to comply with the applicable requirements of Section 409A of the Code, to the extent subject thereto, and shall be limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. To the extent the Units constitute deferred compensation subject to the requirements of Section 409A of the Code, and to the extent the Units are vested on the Participant's Termination of Employment in accordance with Sections 3(b) or (e) above, if on the date of the Participant's "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code, the Participant is deemed to be a "specified employee" within the meaning of Section 409A(a)(2)(B) of the Code, the delivery of the shares of Stock subject to the Units shall, to the extent required to be delayed pursuant to Section 409A(a)(2)(B) of the Code, be made on the date that is six months following such date or, if earlier, the date of the Participant's death. Notwithstanding any provision of this Award Agreement to the contrary, for purposes of any provision of this Award Agreement providing for distribution of shares of Stock upon a Termination of Employment that is considered deferred compensation under Section 409A, references to the Participant's Termination of Employment (and corollary terms) with the Company shall be construed to refer to the Participant's "separation from service" (within the meaning of Treas. Reg. Section 1.409A-1(h)) with the Company.
16. **Governing Law; Amendment; Dispute Resolution; Venue.** It is understood and agreed that these Units have been granted pursuant to the Plan which shall be governed by, and construed in accordance with, the laws of the State of New York. The Compensation Committee may amend, suspend or terminate this Award Agreement subject to and in accordance with the terms of the Plan. For purposes of litigating any dispute concerning the grant of the Units, the Award Agreement or the restrictive covenants referred to in Section 9 above, the Participant and the Company agree and consent to the exclusive jurisdiction of the State of New York, and agree that such litigation shall be conducted exclusively in the courts of Nassau County, New York, or the federal courts for the United States for the Eastern District of New York, where this grant is made and/or to be performed; provided, however, that, notwithstanding the foregoing, (except for any matters related to restrictive covenants) if the Participant is also eligible to participate in the Company's Officer Severance Plan or the Company's Management Severance Plan, then the dispute resolution provisions of the Officer Severance Plan or the Management Severance Plan, as applicable to the Participant, shall also apply to disputes between the Company and the Participant concerning the grant of the Units, this Award Agreement and any other award agreement between the Company and the Participant.
17. **Clawback.** As a condition to the grant of these Units, including any shares of Stock or payments in connection with these Units, the Participant agrees that he or she will be subject to, and comply with the terms of, the Company's Amended and Restated Clawback Policy and any other applicable clawback policy approved by the Board or any committee thereof, as in effect from time to time, whether approved before or after the Date of Grant (the "Clawback Policy"). By accepting this Award Agreement, the Participant hereby acknowledges having received, or otherwise having been given access to, and read a copy of the Clawback Policy.

18. **Severability.** Whenever feasible, each provision of this Award Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Award Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Award Agreement.
19. **Successors and Assigns.** Except as otherwise provided herein, this Award Agreement will bind and inure to the benefit of the respective successors and permitted assigns and heirs and legal representatives of the parties hereto whether so expressed or not.
20. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Units and on any shares of Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
21. **Compliance with Laws and Regulations.** Notwithstanding any other provisions of the Plan or this Award Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Participant understands that the Company will not be obligated to issue any shares of Stock pursuant to the Units if the issuance of such shares of Stock shall constitute a violation by the Participant or the Company of any provision of law or regulation of any governmental authority. Further, the Company may amend, suspend or terminate the Plan and the Award Agreement subject to and in accordance with the terms of the Plan, including but not limited to, the unilateral authority to amend the Plan and the Award Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to the Units or the issuance of shares of Stock. Any determination by the Company in this regard shall be final, binding and conclusive.
22. **Waivers.** The Participant acknowledges that a waiver by the Company of breach of any provision of the Award Agreement shall not operate or be construed as a waiver of any other provision of the Award Agreement, or of any subsequent breach by the Participant or any other Participant.
23. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
24. **Insider Trading Restrictions/Market Abuse Laws.** The Participant acknowledges that, depending on his or her country, the broker's country, or the country in which the shares of Stock are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to directly or indirectly, accept, acquire, sell, or attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (*e.g.*, Units), or rights linked to the value of shares of Stock during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws and/or regulations in the applicable jurisdictions or the Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before possessing the insider information to any third party, including fellow employees (other than on a "need to know" basis) and (ii)

“tipping” third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Participant is advised to speak to his or her personal advisor on this matter.

By:

Richard J. Stingi
Corporate Vice President/
Chief Human Resources Officer

Date: **[GRANT DATE]**

SECTION 302 CERTIFICATION

I, Timothy C. Gokey, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Broadridge Financial Solutions, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

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

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

Date: November 5, 2024

/s/ Timothy C. Gokey
Timothy C. Gokey
Chief Executive Officer

SECTION 302 CERTIFICATION

I, Ashima Ghei, certify that:

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

November 5, 2024

/s/ Ashima Ghei

Ashima Ghei
Vice President and Interim
Chief Financial Officer

**CERTIFICATION 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 of Broadridge Financial Solutions, Inc. (the “Company”) on Form 10-Q for the quarter ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Timothy C. Gokey, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (a) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

November 5, 2024

/s/ Timothy C. Gokey

Timothy C. Gokey
Chief Executive Officer

Pursuant to Securities and Exchange Commission Release 33-8238, dated June 5, 2003, this certification is being furnished and shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended, and will not be incorporated by reference into any registration statement filed under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION 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 of Broadridge Financial Solutions, Inc. (the “Company”) on Form 10-Q for the quarter ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Ashima Ghei, Vice President and Interim Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (a) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

November 5, 2024

/s/ Ashima Ghei

Ashima Ghei

Vice President and Interim Chief Financial Officer

Pursuant to Securities and Exchange Commission Release 33-8238, dated June 5, 2003, this certification is being furnished and shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended, and will not be incorporated by reference into any registration statement filed under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.