

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
Form 10-Q

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

For the quarterly period ended March 31, 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 1-14037

Moody's Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

13-3998945
(I.R.S. Employer Identification No.)

7 World Trade Center at 250 Greenwich Street, New York, New York 10007
(Address of Principal Executive Offices)
(Zip Code)

Registrant's telephone number, including area code:
(212) 553-0300

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	MCO	New York Stock Exchange
1.75% Senior Notes Due 2027	MCO 27	New York Stock Exchange
0.950% Senior Notes Due 2030	MCO 30	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Sections 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 during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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. (Check one):

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

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

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

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

Shares Outstanding at March 31, 2024

182.6 million

MOODY'S CORPORATION
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GLOSSARY OF TERMS AND ABBREVIATIONS

The following terms, abbreviations and acronyms are used to identify frequently used terms in this report:

<u>TERM</u>	<u>DEFINITION</u>
ABS	Asset backed securities; a component of SFG
Acquisition-Related Intangible Amortization Expense	Amortization of definite-lived intangible assets acquired by the Company from all business combination transactions
Adjusted Diluted EPS	Diluted EPS excluding the impact of certain items as detailed in the section entitled “Non-GAAP Financial Measures”
Adjusted Net Income	Net Income excluding the impact of certain items as detailed in the section entitled “Non-GAAP Financial Measures”
Adjusted Operating Income	Operating income excluding the impact of certain items as detailed in the section entitled “Non-GAAP Financial Measures”
Adjusted Operating Margin	Adjusted Operating Income divided by revenue
Americas	Represents countries within North and South America, excluding the U.S.
ARR	Annualized Recurring Revenue; a supplemental performance metric to provide additional insight on the estimated value of MA's recurring revenue contracts at a given point in time, excluding the impact of FX and contracts related to acquisitions
ASC	The FASB Accounting Standards Codification; the sole source of authoritative GAAP as of July 1, 2009 except for rules and interpretive releases of the SEC, which are also sources of authoritative GAAP for SEC registrants
Asia-Pacific	Represents Australia and countries in Asia including but not limited to: China, India, Indonesia, Japan, Republic of South Korea, Malaysia, Singapore, Sri Lanka and Thailand
ASU	The FASB Accounting Standards Update to the ASC. Provides background information for accounting guidance and the bases for conclusions on the changes in the ASC. ASUs are not considered authoritative until codified into the ASC
AUD	Australian dollar
BitSight	A provider that helps global market participants understand cyber risk through ratings, analytics, and performance management tools
Board	The board of directors of the Company
BPS	Basis points
CAD	Canadian dollar
CCXI	China Cheng Xin International Credit Rating Co. Ltd.; China's first and largest domestic credit rating agency approved by the People's Bank of China; currently Moody's owns 30% of CCXI
CDP	Carbon Disclosure Project; an international nonprofit organization that helps companies, cities, states and regions manage their environmental impact through a global disclosure system
CFG	Corporate finance group; an LOB of MIS
CMBS	Commercial mortgage-backed securities; an asset class within SFG
COLI	Corporate-Owned Life Insurance
Common Stock	The Company's common stock
Company	Moody's Corporation and its subsidiaries; MCO; Moody's
CODM	Chief Operating Decision Maker
COVID-19	An outbreak of a novel strain of coronavirus resulting in an international public health crisis and a global pandemic
CP	Commercial Paper
CP Program	A program entered into on August 3, 2016 allowing the Company to privately place CP up to a maximum of \$1 billion for which the maturity may not exceed 397 days from the date of issue, and which is backstopped by the 2021 Facility
CRAs	Credit rating agencies
CreditView	A product offering from MA that incorporates credit ratings, research and data from MIS plus research, data and content from MA
Data and Information (D&I)	LOB within MA which provides vast data sets on companies and securities via data feeds and data applications products

<u>TERM</u>	<u>DEFINITION</u>
Decision Solutions (DS)	LOB within MA that provides SaaS solutions supporting banking, insurance, and KYC workflows. This LOB utilizes components from the Data & Information and Research & Insights LOBs to provide risk assessment solutions
EMEA	Represents countries within Europe, the Middle East and Africa
EPS	Earnings per share
ESG	Environmental, Social and Governance
ESTR	Euro Short-Term Rate
ETR	Effective tax rate
EU	European Union
EUR	euros
Excess Tax Benefits	The difference between the tax benefit realized at exercise of an option or delivery of a restricted share and the tax benefit recorded at the time the option or restricted share is expensed under GAAP
Exchange Act	The Securities Exchange Act of 1934, as amended
External Revenue	Revenue excluding any intersegment amounts
FASB	Financial Accounting Standards Board
FIG	Financial institutions group; an LOB of MIS
Free Cash Flow	Net cash provided by operating activities less cash paid for capital additions
FX	Foreign exchange
GAAP	U.S. Generally Accepted Accounting Principles
GBP	British pounds
GDP	Gross domestic product
GLoBE	Global Anti-Base Erosion, also known as "Pillar Two"; tax model issued by the OECD in 2023
ICRA	ICRA Limited; a provider of credit ratings and research in India
INR	Indian rupee
JPY	Japanese yen
KYC	Know-your-customer
LOB	Line of business
MA	Moody's Analytics - a reportable segment of MCO; a global provider of: i) data and information; ii) research and insights; and iii) decision solutions, which help companies make better and faster decisions. MA leverages its industry expertise across multiple risks such as credit, market, financial crime, supply chain, catastrophe and climate to deliver integrated risk assessment solutions that enable business leaders to identify, measure and manage the implications of interrelated risks and opportunities
MAKS	Moody's Analytics Knowledge Services; formerly known as Copal Amba; provided offshore research and analytic services to the global financial and corporate sectors; business was divested in the fourth quarter of 2019 and was formerly a reporting unit within the MA reportable segment
MCO	Moody's Corporation and its subsidiaries; the Company; Moody's
MD&A	Management's Discussion and Analysis of Financial Condition and Results of Operations
M&A	Mergers and acquisitions
MIS	Moody's Investors Service - a reportable segment of MCO; MIS publishes credit ratings and provides assessment services on a wide range of debt obligations, programs and facilities, and the entities that issue such obligations in markets worldwide, including various corporate, financial institution and governmental obligations, and structured finance securities; consists of five LOBs - SFG; CFG; FIG; PPIF; and MIS Other
MIS Other	Consists of financial instruments pricing services in the Asia-Pacific region, ICRA non-ratings revenue, and revenue from professional services. These businesses are components of MIS; MIS Other is an LOB of MIS
Moody's	Moody's Corporation and its subsidiaries; MCO; the Company
MSS	Moody's Shared Services; primarily consists of information technology and support staff such as finance, human resources and legal that support both MA and MIS

<u>TERM</u>	<u>DEFINITION</u>
Net Income	Net income attributable to Moody's Corporation, which excludes net income from consolidated noncontrolling interests belonging to the minority interest holder
NM	Percentage change is not meaningful
Non-GAAP	A financial measure not in accordance with GAAP; these measures, when read in conjunction with the Company's reported results, can provide useful supplemental information for investors analyzing period-to-period comparisons of the Company's performance, facilitate comparisons to competitors' operating results and to provide greater transparency to investors of supplemental information used by management in its financial and operational decision making
NRSRO	Nationally Recognized Statistical Rating Organization, which is a credit rating agency registered with the SEC
OECD	Organization for Economic Co-operation and Development; an international organization that promotes policies that improve economic and social well-being around the world
Operating segment	Term defined in the ASC relating to segment reporting; the ASC defines an operating segment as a component of a business entity that has each of the three following characteristics: i) the component engages in business activities from which it may recognize revenue and incur expenses; ii) the operating results of the component are regularly reviewed by the entity's CODM; and iii) discrete financial information about the component is available
Pillar Two	Tax model issued by the OECD in 2023; also referred to as the "Global Anti-Base Erosion" or "GLoBE" rules
PPIF	Public, project and infrastructure finance; an LOB of MIS
Recurring Revenue	For MA, represents subscription-based revenue and software maintenance revenue. For MIS, represents recurring monitoring fees of a rated debt obligation and/or entities that issue such obligations, as well as revenue from programs such as commercial paper, medium-term notes and shelf registrations. For MIS Other, represents subscription-based revenue
Reporting unit	The level at which Moody's evaluates its goodwill for impairment under GAAP; defined as an operating segment or one level below an operating segment
Research and Insights (R&I)	LOB within MA that provides models, scores, expert insights and commentary. This LOB includes credit research; credit models and analytics; economics data and models; and structured finance solutions
RMBS	Residential mortgage-backed securities; an asset class within SFG
RMS	Risk Management Solutions, Inc., a global provider of climate and natural disaster risk modeling and analytics; acquired by the Company in September 2021
SaaS	Software-as-a-Service
SEC	U.S. Securities and Exchange Commission
SFG	Structured finance group; an LOB of MIS
SG&A	Selling, general and administrative expenses
SGD	Singapore dollar
SOFR	Secured Overnight Financing Rate
Tax Act	The "Tax Cuts and Jobs Act" enacted into U.S. law on December 22, 2017 which significantly amends the tax code in the U.S.
Total Debt	All indebtedness of the Company as reflected on the consolidated balance sheets
Transaction Revenue	For MA, represents perpetual software license fees and revenue from software implementation services, risk management advisory projects, and training and certification services. For MIS (excluding MIS Other), represents the initial rating of a new debt issuance as well as other one-time fees. For MIS Other, represents revenue from professional services.
U.K.	United Kingdom
U.S.	United States
USD	U.S. dollar
UTPs	Uncertain tax positions
2022 - 2023 Geolocation Restructuring Program	Restructuring program approved by the chief executive officer of Moody's on June 30, 2022 relating to the Company's post-COVID-19 geolocation strategy

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

MOODY'S CORPORATION **CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)** (Amounts in millions, except per share data)

	Three Months Ended March 31,	
	2024	2023
Revenue	\$ 1,786	\$ 1,470
Expenses		
Operating	467	428
Selling, general, and administrative	413	386
Depreciation and amortization	100	88
Restructuring	5	14
Total expenses	985	916
Operating income	801	554
Non-operating (expense) income, net		
Interest expense, net	(62)	(48)
Other non-operating income, net	13	—
Total non-operating (expense) income, net	(49)	(48)
Income before provision for income taxes	752	506
Provision for income taxes	175	5
Net income attributable to Moody's	\$ 577	\$ 501
Earnings per share attributable to Moody's common shareholders		
Basic	\$ 3.16	\$ 2.73
Diluted	\$ 3.15	\$ 2.72
Weighted average number of shares outstanding		
Basic	182.6	183.3
Diluted	183.4	184.1

The accompanying notes are an integral part of the consolidated financial statements.

MOODY'S CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
(Amounts in millions)

	Three Months Ended March 31, 2024			Three Months Ended March 31, 2023		
	Pre-tax amounts	Tax amounts	After-tax amounts	Pre-tax amounts	Tax amounts	After-tax amounts
Net Income			\$ 577			\$ 501
Other Comprehensive Income (Loss):						
Foreign Currency Adjustments:						
Foreign currency translation adjustments, net	\$ (115)	\$ —	(115)	\$ 109	\$ (2)	107
Net gains (losses) on net investment hedges	101	(27)	74	(76)	19	(57)
Cash Flow Hedges:						
Reclassification of losses included in net income	1	—	1	1	—	1
Pension and Other Retirement Benefits:						
Net actuarial losses	(1)	—	(1)	—	—	—
Total other comprehensive (loss) income	\$ (14)	\$ (27)	(41)	\$ 34	\$ 17	51
Comprehensive income			536			552
Less: comprehensive loss attributable to noncontrolling interests			—			(3)
Comprehensive Income Attributable to Moody's			<u>\$ 536</u>			<u>\$ 555</u>

The accompanying notes are an integral part of the consolidated financial statements.

MOODY'S CORPORATION
CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(Amounts in millions, except share and per share data)

	March 31, 2024	December 31, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 2,476	\$ 2,130
Short-term investments	58	63
Accounts receivable, net of allowance for credit losses of \$35 in 2024 and \$35 in 2023	1,835	1,659
Other current assets	437	489
Total current assets	4,806	4,341
Property and equipment, net of accumulated depreciation of \$1,320 in 2024 and \$1,272 in 2023	613	603
Operating lease right-of-use assets	260	277
Goodwill	5,909	5,956
Intangible assets, net	1,983	2,049
Deferred tax assets, net	270	258
Other assets	1,170	1,138
Total assets	\$ 15,011	\$ 14,622
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 976	\$ 1,076
Current portion of operating lease liabilities	109	108
Current portion of long-term debt	685	—
Deferred revenue	1,612	1,316
Total current liabilities	3,382	2,500
Non-current portion of deferred revenue	61	65
Long-term debt	6,259	7,001
Deferred tax liabilities, net	458	402
Uncertain tax positions	201	196
Operating lease liabilities	280	306
Other liabilities	635	676
Total liabilities	11,276	11,146
Contingencies (Note 15)		
Shareholders' equity:		
Preferred stock, par value \$0.01 per share; 10,000,000 shares authorized; no shares issued and outstanding	—	—
Series common stock, par value \$0.01 per share; 10,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock, par value \$0.01 per share; 1,000,000,000 shares authorized; 342,902,272 shares issued at March 31, 2024 and December 31, 2023, respectively	3	3
Capital surplus	1,252	1,228
Retained earnings	15,081	14,659
Treasury stock, at cost; 160,292,910 and 160,430,754 shares of common stock at March 31, 2024 and December 31, 2023, respectively	(12,153)	(12,005)
Accumulated other comprehensive loss	(608)	(567)
Total Moody's shareholders' equity	3,575	3,318
Noncontrolling interests	160	158
Total shareholders' equity	3,735	3,476
Total liabilities, noncontrolling interests, and shareholders' equity	\$ 15,011	\$ 14,622

The accompanying notes are an integral part of the consolidated financial statements.

MOODY'S CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(Amounts in millions)

	Three Months Ended March 31,	
	2024	2023
Cash flows from operating activities		
Net income	\$ 577	\$ 501
Reconciliation of net income to net cash provided by operating activities:		
Depreciation and amortization	100	88
Stock-based compensation	53	47
Deferred income taxes	25	—
Provision for credit losses on accounts receivable	4	3
Changes in assets and liabilities:		
Accounts receivable	(197)	(54)
Other current assets	49	74
Other assets	(19)	(21)
Lease obligations	(7)	(5)
Accounts payable and accrued liabilities	(110)	(178)
Deferred revenue	308	296
Uncertain tax positions and other non-current tax liabilities	6	(119)
Other liabilities	(14)	(24)
Net cash provided by operating activities	775	608
Cash flows from investing activities		
Capital additions	(78)	(73)
Purchases of investments	(50)	(45)
Sales and maturities of investments	46	55
Purchases of investments in non-consolidated affiliates	(2)	—
Cash paid for acquisitions, net of cash acquired	(12)	—
Net cash used in investing activities	(96)	(63)
Cash flows from financing activities		
Proceeds from stock-based compensation plans	20	11
Treasury shares	(120)	(41)
Repurchase of shares related to stock-based compensation	(53)	(45)
Dividends	(155)	(141)
Net cash used in financing activities	(308)	(216)
Effect of exchange rate changes on cash and cash equivalents	(25)	21
Increase in cash and cash equivalents	346	350
Cash and cash equivalents, beginning of period	2,130	1,769
Cash and cash equivalents, end of period	\$ 2,476	\$ 2,119

The accompanying notes are an integral part of the consolidated financial statements.

MOODY'S CORPORATION
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (UNAUDITED)
(Amounts in millions, except per share data)

Shareholders of Moody's Corporation										
	Common Stock		Capital Surplus	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Loss	Total Moody's Shareholders' Equity	Non- Controlling Interests	Total Shareholders' Equity
	Shares	Amount			Shares	Amount				
Balance at December 31, 2022	342.9	\$ 3	\$ 1,054	\$ 13,618	(159.7)	\$ (11,513)	\$ (643)	\$ 2,519	\$ 170	\$ 2,689
Net income				501				501	—	501
Dividends (\$0.77 per share)				(140)				(140)	—	(140)
Stock-based compensation			47					47		47
Shares issued for stock-based compensation plans at average cost, net			(33)		0.4	(15)		(48)		(48)
Treasury shares repurchased, inclusive of excise tax			—		(0.1)	(42)		(42)		(42)
Currency translation adjustment, net of net investment hedge activity (net of tax of \$17 million)							53	53	(3)	50
Amortization of losses on cash flow hedges							1	1		1
Balance at March 31, 2023	342.9	\$ 3	\$ 1,068	\$ 13,979	(159.4)	\$ (11,570)	\$ (589)	\$ 2,891	\$ 167	\$ 3,058

The accompanying notes are an integral part of the consolidated financial statements.

MOODY'S CORPORATION
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (UNAUDITED)
(Amounts in millions, except per share data)

Shareholders of Moody's Corporation										
	Common Stock		Capital Surplus	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Loss	Total Moody's Shareholders' Equity	Non- Controlling Interests	Total Shareholders' Equity
	Shares	Amount			Shares	Amount				
Balance at December 31, 2023	342.9	\$ 3	\$ 1,228	\$ 14,659	(160.4)	\$ (12,005)	\$ (567)	\$ 3,318	\$ 158	\$ 3,476
Net income				577				577	—	577
Dividends (\$0.85 per share)				(155)				(155)	—	(155)
Stock-based compensation			54					54		54
Shares issued for stock-based compensation plans at average cost, net			(30)		0.4	(29)		(59)		(59)
Purchase of noncontrolling interest								—	2	2
Treasury shares repurchased, inclusive of excise tax			—		(0.3)	(119)		(119)		(119)
Currency translation adjustment, net of net investment hedge activity (net of tax of \$27 million)							(41)	(41)	—	(41)
Net actuarial losses							(1)	(1)		(1)
Amortization of losses on cash flow hedges							1	1		1
Balance at March 31, 2024	342.9	\$ 3	\$ 1,252	\$ 15,081	(160.3)	\$ (12,153)	\$ (608)	\$ 3,575	\$ 160	\$ 3,735

The accompanying notes are an integral part of the consolidated financial statements.

MOODY'S CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
(tabular dollar and share amounts in millions, except per share data)

NOTE 1. DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

Moody's is a global integrated risk assessment firm that empowers organizations to anticipate, adapt and thrive in a new era of exponential risk. Our data, analytical solutions and insights help decision-makers identify opportunities and manage the risks of doing business with others. Moody's reports in two reportable segments: MA and MIS.

MA is a global provider of: i) data and information; ii) research and insights; and iii) decision solutions, which help companies make better and faster decisions. MA leverages its industry expertise across multiple risks such as credit, market, financial crime, supply chain, catastrophe and climate to deliver integrated risk assessment solutions that enable business leaders to identify, measure and manage the implications of interrelated risks and opportunities.

MIS publishes credit ratings and provides assessment services on a wide range of debt obligations, programs and facilities, and the entities that issue such obligations in markets worldwide, including various corporate, financial institution and governmental obligations, and structured finance securities.

These interim financial statements have been prepared in accordance with the instructions to Form 10-Q and should be read in conjunction with the Company's consolidated financial statements and related notes in the Company's 2023 annual report on Form 10-K filed with the SEC on February 14, 2024. The results of interim periods are not necessarily indicative of results for the full year or any subsequent period. In the opinion of management, all adjustments (including normal recurring accruals) considered necessary for a fair presentation of financial position, results of operations and cash flows at the dates and for the periods presented have been included. The year-end consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by GAAP.

Certain reclassifications have been made to prior period amounts to conform to the current presentation.

Recently Issued Accounting Standards

In November 2023, the FASB issued ASU 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures" ("ASU No. 2023-07"), which expands segment disclosure requirements for public entities. ASU No. 2023-07 will require entities to disclose significant segment expenses by reportable segment if they are regularly provided to the CODM and included in each reported measure of segment profit or loss. In addition, this ASU permits entities to disclose more than one measure of segment profit or loss used by the CODM. Additionally, disclosure of the CODM's title and position will be required on an annual basis, as well as an explanation of how the CODM uses the reported measure(s). Furthermore, all existing annual disclosures about segment profit or loss and assets must be provided on an interim basis in addition to disclosure of significant segment expenses and other segment items. This ASU is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, and requires retrospective application to all prior periods presented in the financial statements. The Company is currently evaluating the impact of adopting this ASU on its consolidated financial statements and disclosures.

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" ("ASU No. 2023-09"), which is intended to enhance the transparency and decision usefulness of income tax disclosures. The amendments in ASU No. 2023-09 require entities to disclose additional income tax information, primarily related to greater disaggregation of the entity's ETR reconciliation and income taxes paid by jurisdiction disclosures. This ASU is effective for annual periods beginning after December 15, 2024, and should be applied on a prospective basis; however, retrospective application is permitted. The Company is currently evaluating the impact of adopting this ASU on its consolidated financial statements and disclosures.

Reclassification of Previously Reported Revenue by LOB

In the second quarter of 2023, the Company expanded its disaggregation of revenue disclosures for MA's Decision Solutions LOB to enhance insight and transparency into this business. In conjunction with this new presentation, the Company reclassified certain revenue relating to structured finance solutions from the Decision Solutions LOB to the Research & Insights LOB. Additionally, in the first quarter of 2024, pursuant to the integration of RMS into the Company's order-to-cash systems, the Company reclassified certain prior year revenue by geography disclosures. The impact of the aforementioned reclassifications was not material and prior year revenue disclosures have been reclassified to conform to this new presentation, which is disclosed in Note 2.

NOTE 2. REVENUES

Revenue by Category

The following table presents the Company's revenues disaggregated by LOB:

	Three Months Ended March 31,	
	2024	2023
MA:		
Decision Solutions (DS)		
Banking	\$ 134	\$ 131
Insurance	144	133
KYC	87	70
Total DS	365	334
Research and Insights (R&I)	222	215
Data and Information (D&I)	212	188
Total external revenue	799	737
Intersegment revenue	3	3
Total MA	802	740
MIS:		
Corporate Finance (CFG)		
Investment-grade	147	115
High-yield	67	32
Bank loans	155	59
Other accounts ⁽¹⁾	160	150
Total CFG	529	356
Structured Finance (SFG)		
Asset-backed securities	33	27
RMBS	24	25
CMBS	17	14
Structured credit	39	32
Other accounts	1	1
Total SFG	114	99
Financial Institutions (FIG)		
Banking	121	100
Insurance	59	33
Managed investments	12	6
Other accounts	3	3
Total FIG	195	142
Public, Project and Infrastructure Finance (PPIF)		
Public finance / sovereign	59	52
Project and infrastructure	82	77
Total PPIF	141	129
Total ratings revenue	979	726
MIS Other	8	7
Total external revenue	987	733
Intersegment revenue	47	45
Total MIS	1,034	778
Eliminations	(50)	(48)
Total MCO	\$ 1,786	\$ 1,470

(1) Other includes: recurring monitoring fees of a rated debt obligation and/or entities that issue such obligations as well as fees from programs such as commercial paper, medium term notes, and ICRA corporate finance revenue.

The following table presents the Company's revenues disaggregated by LOB and geographic area:

	Three Months Ended March 31, 2024			Three Months Ended March 31, 2023		
	U.S.	Non-U.S.	Total	U.S.	Non-U.S.	Total
MA:						
Decision Solutions	\$ 138	\$ 227	\$ 365	\$ 132	\$ 202	\$ 334
Research and Insights	122	100	222	118	97	215
Data and Information	77	135	212	67	121	188
Total MA	337	462	799	317	420	737
MIS:						
Corporate Finance	372	157	529	246	110	356
Structured Finance	76	38	114	61	38	99
Financial Institutions	98	97	195	63	79	142
Public, Project and Infrastructure Finance	86	55	141	76	53	129
Total ratings revenue	632	347	979	446	280	726
MIS Other	—	8	8	—	7	7
Total MIS	632	355	987	446	287	733
Total MCO	\$ 969	\$ 817	\$ 1,786	\$ 763	\$ 707	\$ 1,470

The following table presents the Company's reportable segment revenues disaggregated by segment and geographic region:

	Three Months Ended March 31,	
	2024	2023
MA:		
U.S.	\$ 337	\$ 317
Non-U.S.:		
EMEA	316	287
Asia-Pacific	85	78
Americas	61	55
Total Non-U.S.	462	420
Total MA	799	737
MIS:		
U.S.	632	446
Non-U.S.:		
EMEA	226	173
Asia-Pacific	70	71
Americas	59	43
Total Non-U.S.	355	287
Total MIS	987	733
Total MCO	\$ 1,786	\$ 1,470

The following table summarizes the split between Transaction Revenue and Recurring Revenue.

	Three Months Ended March 31,					
	2024			2023		
	Transaction	Recurring	Total	Transaction	Recurring	Total
Decision Solutions	\$ 37	\$ 328	\$ 365	\$ 40	\$ 294	\$ 334
	10 %	90 %	100 %	12 %	88 %	100 %
Research and Insights	\$ 4	\$ 218	\$ 222	\$ 5	\$ 210	\$ 215
	2 %	98 %	100 %	2 %	98 %	100 %
Data and Information	\$ 1	\$ 211	\$ 212	\$ —	\$ 188	\$ 188
	— %	100 %	100 %	— %	100 %	100 %
Total MA ⁽¹⁾	\$ 42	\$ 757	\$ 799	\$ 45	\$ 692	\$ 737
	5 %	95 %	100 %	6 %	94 %	100 %
Corporate Finance	\$ 399	\$ 130	\$ 529	\$ 230	\$ 126	\$ 356
	75 %	25 %	100 %	65 %	35 %	100 %
Structured Finance	\$ 59	\$ 55	\$ 114	\$ 45	\$ 54	\$ 99
	52 %	48 %	100 %	45 %	55 %	100 %
Financial Institutions	\$ 122	\$ 73	\$ 195	\$ 70	\$ 72	\$ 142
	63 %	37 %	100 %	49 %	51 %	100 %
Public, Project and Infrastructure Finance	\$ 96	\$ 45	\$ 141	\$ 86	\$ 43	\$ 129
	68 %	32 %	100 %	67 %	33 %	100 %
MIS Other	\$ 1	\$ 7	\$ 8	\$ —	\$ 7	\$ 7
	12 %	88 %	100 %	— %	100 %	100 %
Total MIS	\$ 677	\$ 310	\$ 987	\$ 431	\$ 302	\$ 733
	69 %	31 %	100 %	59 %	41 %	100 %
Total Moody's Corporation	\$ 719	\$ 1,067	\$ 1,786	\$ 476	\$ 994	\$ 1,470
	40 %	60 %	100 %	32 %	68 %	100 %

(1) Revenue from software implementation services and risk management advisory projects, while classified by management as transactional revenue, is recognized over time under GAAP (please also refer to the following table).

The following table presents the timing of revenue recognition:

	Three Months Ended March 31, 2024			Three Months Ended March 31, 2023		
	MA	MIS	Total	MA	MIS	Total
Revenue recognized at a point in time	\$ 21	\$ 677	\$ 698	\$ 27	\$ 431	\$ 458
Revenue recognized over time	778	310	1,088	710	302	1,012
Total	\$ 799	\$ 987	\$ 1,786	\$ 737	\$ 733	\$ 1,470

Unbilled receivables, deferred revenue and remaining performance obligations

Unbilled receivables

For certain MA arrangements, the timing of when the Company has the unconditional right to consideration and recognizes revenue occurs prior to invoicing the customer. In addition, certain MIS arrangements contain contractual terms whereby the customers are billed in arrears for annual monitoring services, requiring revenue to be accrued as an unbilled receivable as such services are provided.

The following table presents the Company's unbilled receivables, which are included within accounts receivable, net, at March 31, 2024 and December 31, 2023:

	As of March 31, 2024		As of December 31, 2023	
	MA	MIS	MA	MIS
Unbilled Receivables	\$ 133	\$ 461	\$ 119	\$ 415

Deferred revenue

The Company recognizes deferred revenue when a contract requires a customer to pay consideration to the Company in advance of when revenue related to that contract is recognized. This deferred revenue is relieved when the Company satisfies the related performance obligation and revenue is recognized.

Significant changes in the deferred revenue balances during the three months ended March 31, 2024 and 2023 are as follows:

	Three Months Ended March 31, 2024			Three Months Ended March 31, 2023		
	MA	MIS	Total	MA	MIS	Total
Balance at December 31,	\$ 1,111	\$ 270	\$ 1,381	\$ 1,055	\$ 278	\$ 1,333
Changes in deferred revenue						
Revenue recognized that was included in the deferred revenue balance at the beginning of the period	(437)	(94)	(531)	(471)	(98)	(569)
Increases due to amounts billable excluding amounts recognized as revenue during the period	652	187	839	688	179	867
Effect of exchange rate changes	(14)	(2)	(16)	16	1	17
Total changes in deferred revenue	201	91	292	233	82	315
Balance at March 31,	\$ 1,312	\$ 361	\$ 1,673	\$ 1,288	\$ 360	\$ 1,648
Deferred revenue - current	\$ 1,310	\$ 302	\$ 1,612	\$ 1,287	\$ 291	\$ 1,578
Deferred revenue - non-current	\$ 2	\$ 59	\$ 61	\$ 1	\$ 69	\$ 70

The increase in deferred revenue during both the three months ended March 31, 2024 and 2023 is primarily due to the significant portion of contract renewals that occur during the first quarter within both segments.

Remaining performance obligations

Remaining performance obligations in the MA segment include both amounts recorded as deferred revenue on the balance sheet as of March 31, 2024 as well as amounts not yet invoiced to customers as of March 31, 2024, largely reflecting future revenue related to signed multi-year arrangements for hosted and installed subscription-based products. As of March 31, 2024, the aggregate amount of the transaction price allocated to remaining performance obligations was approximately \$3.9 billion. The Company expects to recognize into revenue approximately 60% of this balance within one year, approximately 25% of this balance between one to two years and the remaining amount thereafter.

Remaining performance obligations in the MIS segment largely reflect deferred revenue related to monitoring fees for certain structured finance products, primarily CMBS, where the issuers can elect to pay the monitoring fees for the life of the security in advance. As of March 31, 2024, the aggregate amount of the transaction price allocated to remaining performance obligations was approximately \$91 million. The Company expects to recognize into revenue approximately 25% of this balance within one year, approximately 50% of this balance between one to five years and the remaining amount thereafter. With respect to the remaining performance obligations for the MIS segment, the Company has applied a practical expedient set forth in ASC Topic 606 permitting the omission of unsatisfied performance obligations relating to contracts with an original expected length of one year or less.

NOTE 3. STOCK-BASED COMPENSATION

Presented below is a summary of the stock-based compensation cost and associated tax benefit included in the accompanying consolidated statements of operations:

	Three Months Ended March 31,	
	2024	2023
Stock-based compensation cost	\$ 53	\$ 47
Tax benefit	\$ 12	\$ 10

During the first quarter of 2024, the Company granted 0.2 million employee stock options, which had a weighted average grant date fair value of \$120.28 per share. The Company also granted 0.5 million shares of restricted stock in the first quarter of 2024, which had a weighted average grant date fair value of \$372.18 per share. Both the employee stock options and restricted stock generally vest ratably over four years. Additionally, the Company granted 0.2 million shares of performance-based awards whereby the number of shares that ultimately vest are based on the achievement of certain non-market-based performance metrics of the Company over a period of two to four years. The weighted average grant date fair value of these awards was \$361.44 per share.

The following weighted average assumptions were used in determining the fair value using the Black-Scholes option-pricing model for options granted in 2024:

Expected dividend yield	0.91 %
Expected stock volatility	28 %
Risk-free interest rate	4.34 %
Expected holding period	5.9 years

Unrecognized stock-based compensation expense at March 31, 2024 was \$26 million and \$375 million for unvested stock options and restricted stock, respectively, which is expected to be recognized over a weighted average period of 1.9 years and 2.8 years, respectively. Additionally, there was \$67 million of unrecognized stock-based compensation expense relating to the aforementioned non-market-based performance-based awards, which is expected to be recognized over a weighted average period of 2.7 years.

The following table summarizes information relating to stock option exercises and restricted stock vesting:

	Three Months Ended March 31,	
	2024	2023
Exercise of stock options:		
Proceeds from stock option exercises	\$ 16	\$ 7
Aggregate intrinsic value	\$ 21	\$ 15
Tax benefit realized upon exercise	\$ 3	\$ 4
Number of shares exercised	0.1	0.1
Vesting of restricted stock:		
Fair value of shares vested	\$ 169	\$ 140
Tax benefit realized upon vesting	\$ 41	\$ 33
Number of shares vested	0.4	0.5
Vesting of performance-based restricted stock:		
Fair value of shares vested	\$ 40	\$ 24
Tax benefit realized upon vesting	\$ 9	\$ 3
Number of shares vested	0.1	0.1

NOTE 4. INCOME TAXES

Moody's ETR was 23.3% and 1.0% for the three months ended March 31, 2024 and 2023, respectively. The increase in the ETR for the three months ended March 31, 2024 compared to the same period in the prior year was primarily due to tax benefits recognized in the first quarter of 2023, which reflect the resolution of uncertain tax positions in various U.S. and non-U.S. tax jurisdictions and will not recur in 2024. The Company's year-to-date provision for income taxes differs from the tax computed by applying its estimated annual ETR to the pre-tax earnings primarily due to the following items recognized in 2024: i) net increase of \$3 million related to the establishment of UTPs; and ii) Excess Tax Benefits from stock-based compensation of \$14 million.

The Company classifies interest related to UTPs in interest expense, net in its consolidated statements of operations. Penalties, if incurred, would be recognized in other non-operating income, net. The Company had a net increase in its UTP reserves of \$6 million (\$5 million, net of federal tax) during the first quarter of 2024.

Moody's is subject to U.S. federal income tax as well as income tax in various state, local and foreign jurisdictions. The Company's U.S. federal income tax returns for 2019 through 2020 are currently under examination and 2021 through 2022 remain open to examination. The Company's New York City tax returns for 2018 through 2020 are currently under examination. The Company's U.K. tax returns for 2017 through 2022 remain open to examination.

For ongoing audits, it is possible the balance of UTPs could decrease in the next twelve months as a result of the settlement of such audits, which might involve the payment of additional taxes, the adjustment of certain deferred taxes and/or the recognition of tax benefits. It is also possible that new issues will be raised by tax authorities which could necessitate increases to the balance of UTPs. As the Company is unable to predict the timing or outcome of these audits, it is unable to estimate the amount of changes to the balance of UTPs at this time. However, the Company believes that it has adequately provided for its financial exposure relating to all open tax years, by tax jurisdiction, in accordance with the applicable provisions of ASC Topic 740 regarding UTPs.

The following table shows the amount the Company paid for income taxes:

	Three Months Ended March 31,	
	2024	2023
Income taxes paid	\$ 87	\$ 66

In August 2022, the U.S. Congress passed the Inflation Reduction Act, which included a corporate minimum tax on book earnings of 15%, an excise tax on corporate share repurchases of 1%, and certain climate change and energy tax credit incentives. The adoption of a corporate minimum tax of 15% is not expected to impact Moody's ETR. The excise tax of 1% on corporate share buybacks will not have an impact on the Company's ETR for 2024.

Multiple foreign jurisdictions in which the Company operates have enacted legislation to adopt a minimum tax rate described in the Global Anti-Base Erosion tax model rules (referred to as GloBE or Pillar Two) issued by the OECD. A minimum ETR of 15% would apply to multinational companies with consolidated revenue above €750 million, with an effective date beginning in 2024. Under the GloBE rules, a company would be required to determine a combined ETR for all entities located in a jurisdiction. If the jurisdictional tax rate is less than 15%, an additional tax generally will be due to bring the jurisdictional ETR up to 15%. We have evaluated the potential impact of the Pillar Two global minimum tax proposals on our consolidated financial statements and related disclosures. As of March 31, 2024, the Pillar Two minimum tax requirement is not expected to have a material impact on our full-year 2024 results of operations or financial position.

NOTE 5. RECONCILIATION OF WEIGHTED AVERAGE SHARES OUTSTANDING

Below is a reconciliation of basic to diluted shares outstanding:

	Three Months Ended March 31,	
	2024	2023
Basic	182.6	183.3
Dilutive effect of shares issuable under stock-based compensation plans	0.8	0.8
Diluted	183.4	184.1
Anti-dilutive options to purchase common shares and restricted stock as well as contingently issuable restricted stock which are excluded from the table above	0.4	0.7

The calculation of basic shares outstanding is based on the weighted average number of shares of common stock outstanding during the reporting period. The calculation of diluted EPS requires certain assumptions regarding the use of both cash proceeds and assumed proceeds that would be received upon the exercise of stock options and vesting of restricted stock outstanding as of March 31, 2024 and 2023.

NOTE 6. CASH EQUIVALENTS AND INVESTMENTS

The table below provides additional information on the Company's cash equivalents and investments:

As of March 31, 2024						
	Cost	Gains/(Losses)	Fair Value	Balance sheet location		
				Cash and cash equivalents	Short-term investments	Other assets
Certificates of deposit and money market deposit accounts/funds ⁽¹⁾	\$ 1,360	\$ —	\$ 1,360	\$ 1,297	\$ 58	\$ 5
Mutual funds	\$ 96	\$ 9	\$ 105	\$ —	\$ —	\$ 105
As of December 31, 2023						
	Cost	Gains/(Losses)	Fair Value	Balance sheet location		
				Cash and cash equivalents	Short-term investments	Other assets
Certificates of deposit and money market deposit accounts/funds ⁽¹⁾	\$ 1,178	\$ —	\$ 1,178	\$ 1,112	\$ 63	\$ 3
Mutual funds	\$ 91	\$ 6	\$ 97	\$ —	\$ —	\$ 97

(1) Consists of time deposits, money market deposit accounts and money market funds. The remaining contractual maturities for the certificates of deposits classified as short-term investments are one month to 12 months at both March 31, 2024 and December 31, 2023. The remaining contractual maturities for the certificates of deposits classified in other assets are 13 months to 14 months at March 31, 2024 and 14 months at December 31, 2023. Time deposits with a maturity of less than 90 days at time of purchase are classified as cash and cash equivalents.

In addition, the Company invested in Corporate-Owned Life Insurance (COLI). As of March 31, 2024 and December 31, 2023, the contract value of the COLI was \$48 million and \$47 million, respectively.

NOTE 7. DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

The Company is exposed to global market risks, including risks from changes in FX rates and changes in interest rates. Accordingly, the Company uses derivatives in certain instances to manage financial exposures that occur in the normal course of business. The Company does not hold or issue derivatives for speculative purposes.

Derivatives and non-derivative instruments designated as accounting hedges:

Fair Value Hedges

Interest Rate Swaps

The Company has entered into interest rate swaps to convert the fixed interest rate on certain of its long-term debt to a floating interest rate based on the SOFR. The purpose of these hedges is to mitigate the risk associated with changes in the fair value of the long-term debt, thus the Company has designated these swaps as fair value hedges. The fair value of the swaps is adjusted quarterly with a corresponding adjustment to the carrying value of the debt. The changes in the fair value of the swaps and the underlying hedged item generally offset and the net cash settlements on the swaps are recorded each period within interest expense, net in the Company's consolidated statements of operations.

The following table summarizes the Company's interest rate swaps designated as fair value hedges:

Hedged Item	Nature of Swap	Notional Amount		Floating Interest Rate
		As of March 31, 2024	As of December 31, 2023	
2017 Senior Notes due 2028	Pay Floating/Receive Fixed	\$ 500	\$ 500	SOFR
2020 Senior Notes due 2025	Pay Floating/Receive Fixed	300	300	SOFR
2014 Senior Notes due 2044	Pay Floating/Receive Fixed	300	300	SOFR
2018 Senior Notes due 2048	Pay Floating/Receive Fixed	300	300	SOFR
2018 Senior Notes due 2029	Pay Floating/Receive Fixed	400	400	SOFR
2022 Senior Notes due 2052	Pay Floating/Receive Fixed	500	500	SOFR
2022 Senior Notes due 2032	Pay Floating/Receive Fixed	250	250	SOFR
Total		\$ 2,550	\$ 2,550	

Refer to Note 13 for information on the cumulative amount of fair value hedging adjustments included in the carrying amount of the above hedged items.

The following table summarizes the impact to the statements of operations of the Company's interest rate swaps designated as fair value hedges:

Total amounts of financial statement line item presented in the statements of operations in which the effects of fair value hedges are recorded	Amount of income/(loss) recognized in the consolidated statements of operations	
	Three Months Ended March 31,	
	2024	2023
Interest expense, net	\$ (62)	\$ (48)

Description	Location on Consolidated Statements of Operations		
Net interest settlements and accruals on interest rate swaps	Interest expense, net	\$ (25)	\$ (18)
Fair value changes on interest rate swaps	Interest expense, net	\$ (29)	\$ 46
Fair value changes on hedged debt	Interest expense, net	\$ 29	\$ (46)

Net investment hedges

Debt designated as net investment hedges

The Company has designated €500 million of the 2015 Senior Notes Due 2027 and €750 million of the 2019 Senior Notes due 2030 as net investment hedges to mitigate FX exposure related to a portion of the Company's euro net investment in certain foreign subsidiaries against changes in euro/USD exchange rates. These hedges are designated as accounting hedges under the applicable sections of ASC Topic 815 and will end upon the repayment of the notes in 2027 and 2030, respectively, unless terminated early at the discretion of the Company.

Cross currency swaps designated as net investment hedges

The Company enters into cross-currency swaps to mitigate FX exposure related to a portion of the Company's euro net investment in certain foreign subsidiaries against changes in euro/USD exchange rates. The following tables provide information on the cross-currency swaps designated as net investment hedges under ASC Topic 815:

March 31, 2024				
Nature of Swap	Pay		Receive	
	Notional Amount	Weighted Average Interest Rate	Notional Amount	Weighted Average Interest Rate
Pay Fixed/Receive Fixed	€ 765	3.67%	\$ 800	5.25%
Pay Floating/Receive Floating	2,138	Based on ESTR	2,250	Based on SOFR
Total	€ 2,903		\$ 3,050	

December 31, 2023				
Nature of Swap	Pay		Receive	
	Notional Amount	Weighted Average Interest Rate	Notional Amount	Weighted Average Interest Rate
Pay Fixed/Receive Fixed	€ 765	3.67%	\$ 800	5.25%
Pay Floating/Receive Floating	2,138	Based on ESTR	2,250	Based on SOFR
Total	€ 2,903		\$ 3,050	

As of March 31, 2024 these hedges will expire and the notional amounts will be settled as follows unless terminated early at the discretion of the Company:

Years Ending December 31,	Notional Amount (Pay)	Notional Amount (Receive)
2026	€ 450	\$ 500
2027	531	550
2028	588	600
2029	373	400
2031	481	500
2032	480	500
Total	€ 2,903	\$ 3,050

The following table provides information on the gains/(losses) on the Company's net investment and cash flow hedges:

Derivative and Non-Derivative Instruments in Net Investment Hedging Relationships	Amount of Gain/(Loss) Recognized in AOCL on Derivative, net of Tax		Amount of Loss Reclassified from AOCL into Income, net of Tax		Gain Recognized in Income on Derivative (Amount Excluded from Effectiveness Testing)	
	Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,	
	2024	2023	2024	2023	2024	2023
Cross currency swaps	\$ 51	\$ (39)	\$ —	\$ —	\$ 11	\$ 16
Long-term debt	23	(18)	—	—	—	—
Total net investment hedges	\$ 74	\$ (57)	\$ —	\$ —	\$ 11	\$ 16
Derivatives in Cash Flow Hedging Relationships						
Interest rate contracts	\$ —	\$ —	\$ (1)	\$ (1)	\$ —	\$ —
Total cash flow hedges	—	—	(1)	(1)	—	—
Total	\$ 74	\$ (57)	\$ (1)	\$ (1)	\$ 11	\$ 16

The cumulative amount of net investment hedge and cash flow hedge gains (losses) remaining in AOCL is as follows:

	Cumulative Gains/(Losses), net of tax	
	March 31, 2024	December 31, 2023
Net investment hedges		
Cross currency swaps	\$ 72	\$ 21
FX forwards	29	29
Long-term debt	26	3
Total net investment hedges	\$ 127	\$ 53
Cash flow hedges		
Interest rate contracts	\$ (44)	\$ (45)
Cross currency swaps	1	1
Total cash flow hedges	(43)	(44)
Total net gain in AOCL	\$ 84	\$ 9

Derivatives not designated as accounting hedges:

Foreign exchange forwards

The Company also enters into foreign exchange forward contracts to mitigate the change in fair value on certain assets and liabilities denominated in currencies other than a subsidiary's functional currency. These forward contracts are not designated as accounting hedges under the applicable sections of ASC Topic 815. Accordingly, changes in the fair value of these contracts are recognized immediately in other non-operating income, net, in the Company's consolidated statements of operations along with the FX gain or loss recognized on the assets and liabilities denominated in a currency other than the subsidiary's functional currency. These contracts have expiration dates at various times through August 2024.

The following table summarizes the notional amounts of the Company's outstanding foreign exchange forwards:

Notional amount of currency pair ⁽¹⁾ :	March 31, 2024		December 31, 2023	
	Sell	Buy	Sell	Buy
Contracts to sell USD for GBP	\$ 460	£ 362	\$ 513	£ 407
Contracts to sell USD for JPY	\$ 17	¥ 2,500	\$ 14	¥ 2,000
Contracts to sell USD for CAD	\$ 48	C\$ 65	\$ 147	C\$ 200
Contracts to sell USD for SGD	\$ 52	S\$ 70	\$ 50	S\$ 67
Contracts to sell USD for EUR	\$ 22	€ 20	\$ 60	€ 55
Contracts to sell USD for INR	\$ 23	₹ 1,900	\$ 23	₹ 1,900
Contracts to sell USD for AUD	\$ 5	A\$ 8	\$ 5	A\$ 8
Contracts to sell CAD for USD	C\$ —	\$ —	C\$ 25	\$ 19

(1) € = euro, £ = British pound, S\$ = Singapore dollar, \$ = U.S. dollar, ¥ = Japanese yen, C\$ = Canadian dollar, ₹ = Indian Rupee, A\$ = Australian dollar

Total Return Swaps

The Company has entered into total return swaps to mitigate market-driven changes in the value of certain liabilities associated with the Company's deferred compensation plans. The fair value of these swaps at March 31, 2024 and related gains in the three months ended March 31, 2024 were not material. The notional amount of the total return swaps as of March 31, 2024 was \$62 million.

The following table summarizes the impact to the consolidated statements of operations relating to the net losses on the Company's derivatives which are not designated as hedging instruments:

Derivatives not designated as accounting hedges	Location on Consolidated Statements of Operations	Three Months Ended March 31,	
		2024	2023
FX forwards	Other non-operating income, net	\$ (13)	\$ 5
Total return swaps	Operating expense	\$ 3	\$ —
Total return swaps	SG&A expense	\$ 1	\$ —

The table below shows the classification between assets and liabilities on the Company's consolidated balance sheets for the fair value of the derivative instrument as well as the carrying value of its non-derivative debt instruments designated and qualifying as net investment hedges:

Derivative and Non-Derivative Instruments			
	Balance Sheet Location	March 31, 2024	December 31, 2023
Assets:			
Derivatives designated as accounting hedges:			
Cross-currency swaps designated as net investment hedges	Other assets	\$ 14	\$ 3
Derivatives not designated as accounting hedges:			
FX forwards on certain assets and liabilities	Other current assets	—	13
Total assets		\$ 14	\$ 16
Liabilities:			
Derivatives designated as accounting hedges:			
Interest rate swaps designated as fair value hedges	Accounts payable and accrued liabilities	\$ 14	\$ —
Cross-currency swaps designated as net investment hedges	Other liabilities	125	183
Interest rate swaps designated as fair value hedges	Other liabilities	197	183
Total derivatives designated as accounting hedges		336	366
Non-derivatives designated as accounting hedges:			
Long-term debt designated as net investment hedge	Long-term debt	1,350	1,381
Derivatives not designated as accounting hedges:			
FX forwards on certain assets and liabilities	Accounts payable and accrued liabilities	4	—
Total liabilities		\$ 1,690	\$ 1,747

NOTE 8. GOODWILL AND OTHER ACQUIRED INTANGIBLE ASSETS

The following table summarizes the activity in goodwill for the periods indicated:

	Three Months Ended March 31, 2024								
	MA			MIS			Consolidated		
	Gross goodwill	Accumulated impairment charge	Net goodwill	Gross goodwill	Accumulated impairment charge	Net goodwill	Gross goodwill	Accumulated impairment charge	Net goodwill
Balance at beginning of year	\$ 5,681	\$ (12)	\$ 5,669	\$ 287	\$ —	\$ 287	\$ 5,968	\$ (12)	\$ 5,956
Additions/adjustments ⁽¹⁾	13	—	13	2	—	2	15	—	15
Foreign currency translation adjustments	(61)	—	(61)	(1)	—	(1)	(62)	—	(62)
Ending balance	<u>\$ 5,633</u>	<u>\$ (12)</u>	<u>\$ 5,621</u>	<u>\$ 288</u>	<u>\$ —</u>	<u>\$ 288</u>	<u>\$ 5,921</u>	<u>\$ (12)</u>	<u>\$ 5,909</u>

	Year Ended December 31, 2023								
	MA			MIS			Consolidated		
	Gross goodwill	Accumulated impairment charge	Net goodwill	Gross goodwill	Accumulated impairment charge	Net goodwill	Gross goodwill	Accumulated impairment charge	Net goodwill
Balance at beginning of year	\$ 5,474	\$ (12)	\$ 5,462	\$ 377	\$ —	\$ 377	\$ 5,851	\$ (12)	\$ 5,839
Additions/adjustments ⁽²⁾	90	—	90	(87)	—	(87)	3	—	3
Foreign currency translation adjustments	117	—	117	(3)	—	(3)	114	—	114
Ending balance	<u>\$ 5,681</u>	<u>\$ (12)</u>	<u>\$ 5,669</u>	<u>\$ 287</u>	<u>\$ —</u>	<u>\$ 287</u>	<u>\$ 5,968</u>	<u>\$ (12)</u>	<u>\$ 5,956</u>

(1) The 2024 additions/adjustments primarily relate to certain immaterial acquisitions which were completed in the first quarter of 2024.

(2) The 2023 additions/adjustments primarily relate to a reallocation of goodwill pursuant to a realignment of certain components of the Company's ESG business in the first quarter of 2023.

Acquired intangible assets and related amortization consisted of:

	March 31, 2024	December 31, 2023
Customer relationships	\$ 2,045	\$ 2,065
Accumulated amortization	(573)	(556)
Net customer relationships	1,472	1,509
Software/product technology	667	674
Accumulated amortization	(377)	(364)
Net software/product technology	290	310
Database	178	179
Accumulated amortization	(86)	(82)
Net database	92	97
Trade names	198	199
Accumulated amortization	(75)	(72)
Net trade names	123	127
Other ⁽¹⁾	52	52
Accumulated amortization	(46)	(46)
Net other	6	6
Total acquired intangible assets, net	\$ 1,983	\$ 2,049

(1) Other intangible assets primarily consist of trade secrets, covenants not to compete, and acquired ratings methodologies and models.

Amortization expense relating to acquired intangible assets is as follows:

	Three Months Ended March 31,	
	2024	2023
Amortization expense	\$ 49	\$ 51

NOTE 9. RESTRUCTURING

On June 30, 2022, the chief executive officer of Moody's approved the 2022 - 2023 Geolocation Restructuring Program. The Company estimates that the program will result in annualized savings of \$145 million to \$165 million per year. This program related to the Company's post-COVID-19 geolocation strategy and other strategic initiatives and included the rationalization and exit of certain leased office spaces and a reduction in staff, including the relocation of certain job functions. Cumulative charges related to this program are shown in the table below. The savings generated from the 2022 - 2023 Geolocation Restructuring Program are expected to strengthen the Company's operating margin, with a portion being deployed to support strategic investments, including the Company's workplace of the future program and employee retention initiatives. The 2022 - 2023 Geolocation Restructuring Program was substantially completed at the end of 2023. Cash outlays associated with this program, which primarily relate to personnel-related costs, are expected to be \$130 million to \$140 million, substantially all of which are expected to be paid by the end of 2024.

Total expense included in the accompanying consolidated statements of operations relating to the aforementioned restructuring program is below:

	Three months ended March 31,		Cumulative expense incurred
	2024	2023	
2022 - 2023 Geolocation Restructuring Program			
Employee Termination Costs	\$ 5	\$ 13	\$ 141
Real Estate Related Costs	—	1	63
Other Costs	—	—	1
Total Restructuring	\$ 5	\$ 14	\$ 205

Changes to the restructuring liability during the first quarter of 2024 were as follows:

Balance as of December 31, 2023	\$	36
<i>2022 - 2023 Geolocation Restructuring Program:</i>		
Cost incurred and adjustments		5
Cash payments		(17)
Balance as of March 31, 2024	\$	24

The restructuring liability is primarily comprised of employee termination costs, with an immaterial amount of real estate-related and other costs. As of March 31, 2024, substantially all of the remaining \$24 million restructuring liability is expected to be paid out in 2024.

NOTE 10. FAIR VALUE

The tables below present information about items that are carried at fair value at March 31, 2024 and December 31, 2023:

Description	Fair Value Measurement as of March 31, 2024		
	Balance	Level 1	Level 2
Assets:			
Derivatives ⁽¹⁾	\$ 14	\$ —	\$ 14
Money market funds/mutual funds	115	115	—
Total	\$ 129	\$ 115	\$ 14
Liabilities:			
Derivatives ⁽¹⁾	\$ 340	\$ —	\$ 340
Total	\$ 340	\$ —	\$ 340

Description	Fair Value Measurement as of December 31, 2023		
	Balance	Level 1	Level 2
Assets:			
Derivatives ⁽¹⁾	\$ 16	\$ —	\$ 16
Money market funds/mutual funds	107	107	—
Total	\$ 123	\$ 107	\$ 16
Liabilities:			
Derivatives ⁽¹⁾	\$ 366	\$ —	\$ 366
Total	\$ 366	\$ —	\$ 366

(1) Represents fair value of certain derivative contracts as more fully described in Note 7 to the consolidated financial statements.

The following are descriptions of the methodologies utilized by the Company to estimate the fair value of its derivative contracts, money market mutual funds and mutual funds:

Derivatives:

In determining the fair value of the derivative contracts in the table above, the Company utilizes industry standard valuation models. Where applicable, these models project future cash flows and discount the future amounts to a present value using spot rates, forward points, currency volatilities, interest rates as well as the risk of non-performance of the Company and the counterparties with whom it has derivative contracts. The Company established strict counterparty credit guidelines and only enters into transactions with financial institutions that adhere to these guidelines. Accordingly, the risk of counterparty default is deemed to be minimal.

Money market funds and mutual funds:

The mutual funds in the table above are deemed to be equity securities with readily determinable fair values with changes in the fair value recognized through net income under ASC Topic 321. The fair value of these instruments is determined using Level 1 inputs as defined in the ASC Topic 820.

NOTE 11. OTHER BALANCE SHEET AND STATEMENTS OF OPERATIONS INFORMATION

The following tables contain additional detail related to certain balance sheet captions:

	March 31, 2024	December 31, 2023
Other current assets:		
Prepaid taxes	\$ 87	\$ 115
Prepaid expenses	147	133
Capitalized costs to obtain and fulfill sales contracts	121	116
Foreign exchange forwards on certain assets and liabilities	—	13
Interest receivable on interest rate and cross currency swaps	49	79
Other	33	33
Total other current assets	<u>\$ 437</u>	<u>\$ 489</u>
Other assets:		
Investments in non-consolidated affiliates	\$ 522	\$ 521
Deposits for real-estate leases	16	16
Indemnification assets related to acquisitions	113	111
Mutual funds, certificates of deposit and money market deposit accounts/funds	110	100
Company owned life insurance (at contract value)	48	47
Capitalized costs to obtain sales contracts	202	196
Derivative instruments designated as accounting hedges	14	3
Pension and other retirement employee benefits	41	41
Other	104	103
Total other assets	<u>\$ 1,170</u>	<u>\$ 1,138</u>
Accounts payable and accrued liabilities:		
Salaries and benefits	\$ 154	\$ 130
Incentive compensation	96	345
Customer credits, advanced payments and advanced billings	141	105
Dividends	5	7
Professional service fees	61	46
Interest accrued on debt	39	83
Accounts payable	88	23
Income taxes	147	108
Pension and other retirement employee benefits	15	15
Accrued royalties	28	24
Foreign exchange forwards on certain assets and liabilities	4	—
Restructuring liability	23	35
Derivative instruments designated as accounting hedges	14	—
Interest payable on interest rate and cross currency swaps	51	67
Other	110	88
Total accounts payable and accrued liabilities	<u>\$ 976</u>	<u>\$ 1,076</u>

	March 31, 2024	December 31, 2023
Other liabilities:		
Pension and other retirement employee benefits	\$ 193	\$ 190
Interest accrued on UTPs	38	36
MAKS indemnification provisions	19	19
Income tax liability - non-current portion	12	15
Derivative instruments designated as accounting hedges	322	366
Other	51	50
Total other liabilities	<u>\$ 635</u>	<u>\$ 676</u>

Investments in non-consolidated affiliates:

The following table provides additional detail regarding Moody's investments in non-consolidated affiliates, as included in other assets in the consolidated balance sheets:

	March 31, 2024	December 31, 2023
Equity method investments ⁽¹⁾	\$ 187	\$ 186
Investments measured using the measurement alternative ⁽²⁾	327	327
Other	8	8
Total investments in non-consolidated affiliates	<u>\$ 522</u>	<u>\$ 521</u>

(1) Equity securities in which the Company has significant influence over the investee but does not have a controlling financial interest in accordance with ASC Topic 323.

(2) Equity securities without readily determinable fair value for which the Company has elected to apply the measurement alternative in accordance with ASC Topic 321.

Moody's holds various investments accounted for under the equity method, the most significant of which is the Company's minority investment in CCXI. Moody's also holds various investments measured using the measurement alternative, the most significant of which is the Company's minority interest in BitSight.

Earnings from non-consolidated affiliates, which are included within other non-operating income, net, are disclosed within the table below.

Other non-operating income, net:

The following table summarizes the components of other non-operating income, net:

	Three Months Ended March 31,	
	2024	2023
FX loss ⁽¹⁾	\$ (3)	\$ (26)
Net periodic pension income - non-service and non-interest cost components	8	9
Income from investments in non-consolidated affiliates	—	2
Gain on investments	3	5
Other ⁽²⁾	5	10
Total	<u>\$ 13</u>	<u>\$ —</u>

(1) The amount for the three months ended March 31, 2023 includes a \$23 million loss recorded pursuant to an immaterial out-of-period adjustment relating to the 2022 fiscal year.

(2) The amount for the three months ended March 31, 2023 reflects a benefit of \$9 million related to the favorable resolutions of various tax matters.

NOTE 12. COMPREHENSIVE INCOME AND ACCUMULATED OTHER COMPREHENSIVE LOSS

The following tables show changes in AOCL by component (net of tax):

Gains/(Losses)	Three Months Ended March 31,									
	2024					2023				
	Pension and Other Retirement Benefits	Cash Flow Hedges	Foreign Currency Translation Adjustments	Net Investment Hedges	Total	Pension and Other Retirement Benefits	Cash Flow Hedges	Foreign Currency Translation Adjustments	Net Investment Hedges	Total
Balance at December 31,	\$ (56)	\$ (44)	\$ (520)	53	\$ (567)	\$ (47)	\$ (45)	\$ (736)	185	\$ (643)
Other comprehensive (loss)/income before reclassifications	(1)	—	(115)	74	(42)	—	—	110	(57)	53
Amounts reclassified from AOCL	—	1	—	—	1	—	1	—	—	1
Other comprehensive (loss)/income	(1)	1	(115)	74	(41)	—	1	110	(57)	54
Balance at March 31,	\$ (57)	\$ (43)	\$ (635)	127	\$ (608)	\$ (47)	\$ (44)	\$ (626)	128	\$ (589)

NOTE 13. INDEBTEDNESS

The Company's debt is recorded at its carrying amount, which represents the issuance amount plus or minus any issuance premium or discount, except for certain debt as depicted in the table below, which is recorded at the carrying amount adjusted for the fair value of an interest rate swap used to hedge the fair value of the note.

The following table summarizes total indebtedness:

March 31, 2024					
Notes Payable:	Principal Amount	Fair Value of Interest Rate Swaps ⁽¹⁾	Unamortized (Discount) Premium	Unamortized Debt Issuance Costs	Carrying Value
5.25% 2014 Senior Notes, due 2044	\$ 600	\$ (38)	\$ 3	\$ (4)	\$ 561
1.75% 2015 Senior Notes, due 2027	540	—	—	(1)	539
3.25% 2017 Senior Notes, due 2028	500	(27)	(2)	(1)	470
4.25% 2018 Senior Notes, due 2029	400	(40)	(1)	(2)	357
4.875% 2018 Senior Notes, due 2048	400	(40)	(6)	(3)	351
0.950% 2019 Senior Notes, due 2030	810	—	(2)	(4)	804
3.75% 2020 Senior Notes, due 2025	700	(14)	—	(1)	685
3.25% 2020 Senior Notes, due 2050	300	—	(4)	(3)	293
2.55% 2020 Senior Notes, due 2060	300	—	(2)	(3)	295
2.00% 2021 Senior Notes, due 2031	600	—	(6)	(4)	590
2.75% 2021 Senior Notes, due 2041	600	—	(12)	(5)	583
3.10% 2021 Senior Notes, due 2061	500	—	(7)	(5)	488
3.75% 2022 Senior Notes, due 2052	500	(41)	(8)	(5)	446
4.25% 2022 Senior Notes, due 2032	500	(12)	(2)	(4)	482
Total debt	\$ 7,250	\$ (212)	\$ (49)	\$ (45)	\$ 6,944
Current portion					(685)
Total long-term debt					\$ 6,259

December 31, 2023					
Notes Payable:	Principal Amount	Fair Value of Interest Rate Swaps ⁽¹⁾	Unamortized (Discount) Premium	Unamortized Debt Issuance Costs	Carrying Value
5.25% 2014 Senior Notes, due 2044	\$ 600	\$ (34)	\$ 3	\$ (4)	\$ 565
1.75% 2015 Senior Notes, due 2027	552	—	—	(1)	551
3.25% 2017 Senior Notes, due 2028	500	(26)	(2)	(2)	470
4.25% 2018 Senior Notes, due 2029	400	(34)	(2)	(2)	362
4.875% 2018 Senior Notes, due 2048	400	(36)	(6)	(3)	355
0.950% 2019 Senior Notes, due 2030	829	—	(2)	(4)	823
3.75% 2020 Senior Notes, due 2025	700	(16)	(1)	(1)	682
3.25% 2020 Senior Notes, due 2050	300	—	(4)	(3)	293
2.55% 2020 Senior Notes, due 2060	300	—	(2)	(3)	295
2.00% 2021 Senior Notes, due 2031	600	—	(6)	(4)	590
2.75% 2021 Senior Notes, due 2041	600	—	(12)	(5)	583
3.10% 2021 Senior Notes, due 2061	500	—	(7)	(5)	488
3.75% 2022 Senior Notes, due 2052	500	(29)	(8)	(5)	458
4.25% 2022 Senior Notes, due 2032	500	(8)	(2)	(4)	486
Total long-term debt	\$ 7,281	\$ (183)	\$ (51)	\$ (46)	\$ 7,001

(1) The fair value of interest rate swaps in the tables above represents the cumulative amount of fair value hedging adjustments included in the carrying amount of the hedged debt.

Notes Payable

At March 31, 2024, the Company was in compliance with all covenants contained within all of the debt agreements. All of the debt agreements contain cross default provisions which state that default under one of the aforementioned debt instruments could in turn permit lenders under other debt instruments to declare borrowings outstanding under those instruments to be immediately due and payable. As of March 31, 2024, there were no such cross defaults.

The repayment schedule for the Company's borrowings is as follows:

Year Ending December 31,	Year Ending Total
2024 (After March 31,)	\$ —
2025	700
2026	—
2027	540
2028	500
Thereafter	5,510
Total	\$ 7,250

Interest expense, net

The following table summarizes the components of interest as presented in the consolidated statements of operations and the cash paid for interest:

	Three Months Ended March 31,	
	2024	2023
Income	\$ 22	\$ 10
Expense on borrowings ⁽¹⁾	(74)	(70)
(Expense) income on UTPs and other tax related liabilities ⁽²⁾	(4)	18
Net periodic pension costs - interest component	(6)	(6)
Interest expense, net	\$ (62)	\$ (48)
Interest paid ⁽³⁾	\$ 100	\$ 96

(1) Expense on borrowings includes interest on long-term debt, as well as realized gains/losses related to interest rate swaps and cross currency swaps, which are more fully discussed in Note 7.

(2) The amount for the three months ended March 31, 2023 reflects a \$22 million reduction of tax-related interest expense primarily related to the resolutions of tax matters.

(3) Interest paid includes net settlements on interest rate swaps, which are more fully discussed in Note 7.

The fair value and carrying value of the Company's debt as of March 31, 2024 and December 31, 2023 are as follows:

	March 31, 2024		December 31, 2023	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Total debt	\$ 6,944	\$ 6,240	\$ 7,001	\$ 6,402

The fair value of the Company's debt is estimated based on quoted prices in active markets as of the reporting date, which are considered Level 1 inputs within the fair value hierarchy.

NOTE 14. LEASES

The Company has operating leases, substantially all of which relate to the lease of office space. The Company's leases which are classified as finance leases are not material to the consolidated financial statements. Certain of the Company's leases include options to renew, with renewal terms that can extend the lease term from one year to 20 years at the Company's discretion.

The following table presents the components of the Company's lease cost:

	Three Months Ended March 31,	
	2024	2023
Operating lease cost	\$ 22	\$ 24
Sublease income	(2)	(2)
Variable lease cost	5	5
Total lease cost	\$ 25	\$ 27

The following tables present other information related to the Company's operating leases:

	Three Months Ended March 31,	
	2024	2023
Cash paid for amounts included in the measurement of operating lease liabilities	\$ 30	\$ 30
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 4	\$ 5

	March 31, 2024	March 31, 2023
Weighted-average remaining lease term	4.2 years	4.8 years
Weighted-average discount rate applied to operating leases	3.2 %	3.1 %

The following table presents a maturity analysis of the future minimum lease payments included within the Company's operating lease liabilities at March 31, 2024:

Year Ending December 31,	Operating Leases
2024 (After March 31,)	\$ 91
2025	108
2026	89
2027	71
2028	20
After 2028	36
Total lease payments (undiscounted)	415
Less: Interest	26
Present value of lease liabilities:	\$ 389
Lease liabilities - current	\$ 109
Lease liabilities - noncurrent	\$ 280

NOTE 15. CONTINGENCIES

Given the nature of the Company's activities, Moody's and its subsidiaries are subject to legal and tax proceedings, governmental, regulatory and legislative investigations, subpoenas and other inquiries, and claims and litigation by governmental and private parties that are based on ratings assigned by MIS or that are otherwise incidental to the Company's business. Moody's and MIS also are subject to periodic reviews, inspections, examinations and investigations by regulators in the U.S. and other jurisdictions, any of which may result in claims, legal proceedings, assessments, fines, penalties or restrictions on business activities. MIS is responding to SEC requests for documents and information in connection with an investigation of MIS's compliance with record preservation requirements relating to certain business communications sent over electronic messaging channels that have not been approved by MIS. The SEC is conducting similar investigations of the record preservation practices of other NRSROs and other registrants subject to record preservation requirements. Moody's also is subject to ongoing tax audits as addressed in Note 4 to the consolidated financial statements.

Management periodically assesses the Company's liabilities and contingencies in connection with these matters based upon the latest information available. For claims, litigation and proceedings and governmental investigations and inquiries not related to income taxes, the Company records liabilities in the consolidated financial statements when it is both probable that a liability has been incurred and the amount of loss can be reasonably estimated and periodically adjusts these as appropriate. When the reasonable estimate of the loss is within a range of amounts, the minimum amount of the range is accrued unless some higher amount within the range is a better estimate than another amount within the range. In instances when a loss is reasonably possible but uncertainties exist related to the probable outcome and/or the amount or range of loss, management does not record a liability but discloses the contingency if material. As additional information becomes available, the Company adjusts its assessments and

estimates of such matters accordingly. Moody's also discloses material pending legal proceedings pursuant to SEC rules and other pending matters as it may determine to be appropriate.

In view of the inherent difficulty of assessing the potential outcome of legal proceedings, governmental, regulatory and legislative investigations and inquiries, claims and litigation and similar matters and contingencies, particularly when the claimants seek large or indeterminate damages or assert novel legal theories or the matters involve a large number of parties, the Company often cannot predict what the eventual outcome of the pending matters will be or the timing of any resolution of such matters. The Company also may be unable to predict the impact (if any) that any such matters may have on how its business is conducted, on its competitive position or on its financial position, results of operations or cash flows. As the process to resolve any pending matters progresses, management will continue to review the latest information available and assess its ability to predict the outcome of such matters and the effects, if any, on its operations and financial condition and to accrue for and disclose such matters as and when required. However, because such matters are inherently unpredictable and unfavorable developments or resolutions can occur, the ultimate outcome of such matters, including the amount of any loss, may differ from those estimates.

NOTE 16. SEGMENT INFORMATION

The Company is organized into two operating segments: MA and MIS and accordingly, the Company reports in two reportable segments: MA and MIS.

Revenue for MA and expenses for MIS include an intersegment fee charged to MIS from MA for certain MA products and services utilized in MIS's ratings process. Additionally, revenue for MIS and expenses for MA include intersegment fees charged to MA for the rights to use and distribute content, data and products developed by MIS. These intersegment fees are generally based on the market value of the products and services being transferred between the segments.

Overhead expenses include costs such as rent and occupancy, information technology and support staff such as finance, human resources and legal. Such costs and corporate expenses that exclusively benefit one segment are fully charged to that segment.

For overhead costs and corporate expenses that benefit both segments, costs are allocated to each segment based on the segment's share of full-year 2018 actual revenue which comprises a "Baseline Pool" established in 2019, which will remain fixed over time. In subsequent periods, incremental overhead costs (or reductions thereof) will be allocated to each segment based on the prevailing shares of total revenue represented by each segment.

"Eliminations" in the following table represent intersegment revenue/expense. Moody's does not report the Company's assets by reportable segment, as this metric is not used by the CODM to allocate resources to the segments. Consequently, it is not practical to show assets by reportable segment.

Financial Information by Segment

The table below shows revenue and Adjusted Operating Income by reportable segment. Adjusted Operating Income is a financial metric utilized by the Company's CODM to assess the profitability of each reportable segment. Refer to Note 2 for further details on the components of the Company's revenue.

	Three Months Ended March 31,							
	2024				2023			
	MA	MIS	Eliminations	Consolidated	MA	MIS	Eliminations	Consolidated
Total external revenue	\$ 799	\$ 987	\$ —	\$ 1,786	\$ 737	\$ 733	\$ —	\$ 1,470
Intersegment revenue	3	47	(50)	—	3	45	(48)	—
Revenue	802	1,034	(50)	1,786	740	778	(48)	1,470
Operating, SG&A	564	366	(50)	880	526	336	(48)	814
Adjusted Operating Income	\$ 238	\$ 668	\$ —	\$ 906	\$ 214	\$ 442	\$ —	\$ 656
Add:								
Depreciation and amortization	82	18	—	100	70	18	—	88
Restructuring	2	3	—	5	8	6	—	14
Operating Income				\$ 801				\$ 554

The table below shows cumulative restructuring expense incurred through March 31, 2024 by reportable segment.

	MA	MIS	Total
2022 - 2023 Geolocation Restructuring Program	\$ 110	\$ 95	\$ 205

The 2022 - 2023 Geolocation Restructuring Program is more fully discussed in Note 9.

Consolidated Revenue Information by Geographic Area

	Three Months Ended March 31,	
	2024	2023
United States	\$ 969	\$ 763
Non-U.S.:		
EMEA	542	460
Asia-Pacific	155	149
Americas	120	98
Total Non-U.S.	817	707
Total	\$ 1,786	\$ 1,470

NOTE 17. SUBSEQUENT EVENT

On April 26, 2024, the Board approved the declaration of a quarterly dividend of \$0.85 per share of Moody's common stock, payable on June 7, 2024 to shareholders of record at the close of business on May 17, 2024.

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

This discussion and analysis of financial condition and results of operations should be read in conjunction with the Moody's Corporation consolidated financial statements and notes thereto included elsewhere in this quarterly report on Form 10-Q.

This Management's Discussion and Analysis of Financial Condition and Results of Operations contains Forward-Looking Statements. See "Forward-Looking Statements" commencing on page 55 for a discussion of uncertainties, risks and other factors associated with these statements.

THE COMPANY

In a world shaped by increasingly interconnected risks, Moody's data, insights, and innovative technologies help customers develop a holistic view of their world and unlock opportunities. With a rich history of experience in global markets and a diverse workforce of approximately 15,000 across more than 40 countries, Moody's gives customers the comprehensive perspective needed to act with confidence and thrive. Moody's has two reportable segments: MA and MIS.

Moody's Analytics	MOODY'S	Moody's Investors Service
MA provides data, intelligence and analytical tools to help business and financial leaders make confident decisions.	Global risk assessment firm that empowers organizations to anticipate, adapt and thrive in a new era of exponential risk. Our data, analytical solutions and insights help decision-makers identify opportunities and manage the risks of doing business with others.	For more than 115 years, MIS has been a leading provider of credit ratings, research, and risk analysis helping businesses, governments, and other entities around the globe to anticipate, adapt and thrive in this era of exponential risk.

MA is comprised of: i) a premier fixed income and economic research business (Research & Insights); ii) a data business powered by the world's largest database on companies and credit (Data & Information); and iii) three cloud-based SaaS businesses serving banking, insurance and KYC workflows (Decision Solutions).

MIS publishes credit ratings and provides assessment services on a wide range of debt obligations, programs and facilities, and the entities that issue such obligations in markets worldwide, including various corporate, financial institution and governmental obligations, and structured finance securities.

Sustainability

Moody's manages its business with the goal of delivering value to all of its stakeholders, including its customers, employees, business partners, local communities and stockholders. As part of this effort, Moody's advances its commitment to sustainability by considering ESG factors in its operations, value chain, products and services. It uses its expertise and assets to make a positive difference through technology tools, research and analytical services that help other organizations and the investor community better understand the links between sustainability considerations and the global markets. During the first quarter of 2024, Moody's received the following awards and recognition for its sustainability-related efforts:

- Recognized among America's 100 Most JUST Companies by JUST Capital and CNBC for its commitment to serving its workforce, customers, communities, the environment, and stockholders for its sustainability-related efforts;
- Made CDP's 2023 Climate Change 'A' List, in recognition of Moody's leadership in corporate transparency and actions taken to mitigate climate change; and
- Named to the 2023 Dow Jones Sustainability Indices (DJSI) - World and North America, an annual listing of publicly traded companies, recognizing Moody's for its strong corporate sustainability practices.

The Board oversees sustainability matters via the Audit, Governance & Nominating and Compensation & Human Resources Committees, as part of its oversight of management and the Company's overall strategy. The Audit Committee oversees financial, risk and other disclosures made in the Company's annual and quarterly reports related to sustainability and has overseen the expanded voluntary disclosures the Company has made in its periodic filings. The Governance & Nominating Committee oversees sustainability matters, including significant issues of corporate social and environmental responsibility, as they pertain to the Company's business and to long-term value creation for the Company and its stockholders, and makes recommendations to the Board regarding these issues. This has helped to develop the Company's robust ESG strategy. Finally, the Compensation & Human Resources Committee oversees inclusion of sustainability-related performance goals for determining compensation of all senior executives. This oversight has resulted in the Company more fully integrating sustainability-related performance metrics into the strategic & operational compensation metric of all senior executives. The Board also oversees Moody's policies for assessing and managing the Company's exposure to risk, including climate-related risks such as business continuity disruption and reputational or credibility concerns stemming from incorporation of climate-related risks into the credit methodologies and credit ratings of MIS, or analysis of such risks within MA's products and services. The Board maintains its collective knowledge of

sustainability topics through ongoing education, such as regular presentations from management on various ESG issues, including climate and the integration of ESG factors into Moody's products and solutions.

Three Pillars of Moody's Sustainability Strategy



Our Actions

the decisions and actions we can take related to impacts under our direct control



Our Influence

the actions that we can demand or request from entities providing us with products and services



Our Support

the steps we take to support or enable direct action by other organizations or communities

Current Matters Impacting Moody's Business

Current Macroeconomic Uncertainties/Market Volatility

The Company continues to monitor current macroeconomic and geopolitical uncertainties that had contributed to volatility in rated issuance volumes in 2022 and 2023. These uncertainties include, but are not limited to: i) inflation levels; ii) higher interest rates; and iii) volatility in the global capital markets partly resulting from the ongoing military conflicts further discussed below. A substantial portion of MIS's revenue is impacted by the level of issuance activity in the fixed income capital markets, both in the U.S. and internationally. Due to various uncertainties, Moody's is unable to predict the severity and duration of current macroeconomic and geopolitical uncertainties and their potential impact on future rated issuance volumes. Refer to Item 1A. "Risk Factors" contained in the Company's annual report on Form 10-K for the year ended December 31, 2023 for further disclosure relating to these risks.

Military Conflicts

The Company continues to closely monitor the impact of the ongoing Russia-Ukraine military conflict and the military conflict in Israel and surrounding areas on all aspects of its business. In response to the Russia-Ukraine military conflict, the Company is no longer conducting commercial operations in Russia for both MA and MIS and is complying with all applicable regulatory restrictions set forth by authorities in the jurisdictions in which Moody's operates. Furthermore, the Company has withdrawn MIS credit ratings on Russian entities.

While Moody's operations and net assets in Russia, Israel and the surrounding areas are not material, broader global market volatility, which partially relates to uncertainties surrounding these military conflicts, may contribute to volatility in rated issuance volumes in the future. The Company is unable to predict either the near-term or longer-term impact that these military conflicts may have on its financial position and operating results due to numerous uncertainties regarding the severity and duration of military conflicts and their broader potential macroeconomic impact.

Critical Accounting Estimates

Moody's discussion and analysis of its financial condition and results of operations are based on the Company's consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires Moody's to make estimates and judgments that affect reported amounts of assets and liabilities and related disclosures of contingent assets and liabilities at the dates of the financial statements and revenue and expenses during the reporting periods. These estimates are based on historical experience and on other assumptions that are believed to be reasonable under the circumstances. On an ongoing basis, Moody's evaluates its estimates, including those related to revenue recognition, accounts receivable allowances, contingencies, goodwill and acquired intangible assets, pension and other retirement benefits, investments in non-consolidated affiliates, and income taxes. Actual results may differ from these estimates under different assumptions or conditions. Item 7, MD&A, in the Company's annual report on Form 10-K for the year ended December 31, 2023, includes descriptions of some of the judgments that Moody's makes in applying its accounting estimates in these areas. Since the date of the annual report on Form 10-K, there have been no material changes to the Company's critical accounting estimates disclosures.

Reportable Segments

The Company is organized into two reportable segments as of March 31, 2024: MA and MIS, which are more fully described in the section entitled "The Company" above and in Note 16 to the consolidated financial statements.

RESULTS OF OPERATIONS

The following footnotes are applicable throughout the discussion of the Company's results of operations:

- (1) Refer to the section entitled "Non-GAAP Financial Measures" of this MD&A for the definition and methodology that the Company utilizes to calculate this metric.
- (2) Refer to the section entitled "Key Performance Metrics" of this MD&A for the definition and methodology that the Company utilizes to calculate this metric.

Three months ended March 31, 2024 compared with three months ended March 31, 2023

Executive Summary

The following table provides an executive summary of key operating results for the quarter ended March 31, 2024. Following this executive summary is a more detailed discussion of the Company's operating results as well as a discussion of the operating results of the Company's reportable segments.

Financial measure:	Three Months Ended March 31,			% Change Favorable (Unfavorable)	Insight and Key Drivers of Change Compared to Prior Year
	2024	2023			
Moody's total revenue	\$ 1,786	\$ 1,470		21 %	— reflects strong growth in both segments
MA external revenue	\$ 799	\$ 737		8 %	— sustained demand for KYC solutions, as well as continued growth from SaaS-based banking and insurance offerings; and — ongoing strong retention for ratings data feeds and company data applications
MIS external revenue	\$ 987	\$ 733		35 %	— reflects growth across all LOBs, as opportunistic issuers took advantage of tight credit spreads and strong investor demand ahead of potential macroeconomic and geopolitical-related volatility later in the year
Total operating and SG&A expenses	\$ 880	\$ 814		(8 %)	— higher salaries and benefits reflecting an increase in headcount and annual salary increases within both segments; and — higher incentive and stock-based compensation aligned with headcount growth and projected financial and operating performance
Depreciation and amortization	\$ 100	\$ 88		(14 %)	— higher amortization of internally developed software, primarily related to the development of MA SaaS solutions
Restructuring	\$ 5	\$ 14		64 %	— relates to the Company's 2022 - 2023 Geolocation Restructuring Program, more fully discussed in Note 9 to the consolidated financial statements
Total non-operating (expense) income, net	\$ (49)	\$ (48)		(2 %)	In line with the prior year with key offsetting drivers being: — a net decrease of \$23 million in foreign exchange losses recorded during the year mainly attributable to an immaterial out-of-period adjustment relating to the 2022 fiscal year recorded in the first quarter of 2023, <i>mostly offset by</i> : — higher tax-related interest expense of \$22 million due to a reduction in tax-related interest accruals in the prior year related to the favorable resolution of tax matters
Operating margin	44.8 %	37.7 %		710 BPS	— operating margin and Adjusted Operating Margin ⁽¹⁾ expansion reflects strong revenue growth outpacing operating and SG&A expense growth
Adjusted Operating Margin ⁽¹⁾	50.7 %	44.6 %		610 BPS	
ETR	23.3 %	1.0 %		(2,230 BPS)	— higher ETR primarily reflects tax benefits recognized in the first quarter of 2023, which resulted from the resolutions of UTPs in various U.S. and non-U.S. tax jurisdictions
Diluted EPS	\$ 3.15	\$ 2.72		16 %	— increase reflects growth in operating income/Adjusted Operating Income ⁽¹⁾ , <i>partially offset by</i> :
Adjusted Diluted EPS ⁽¹⁾	\$ 3.37	\$ 2.99		13 %	— a \$0.75 per share benefit in the prior year resulting from the resolutions of tax matters in the first quarter of 2023

Moody's Corporation

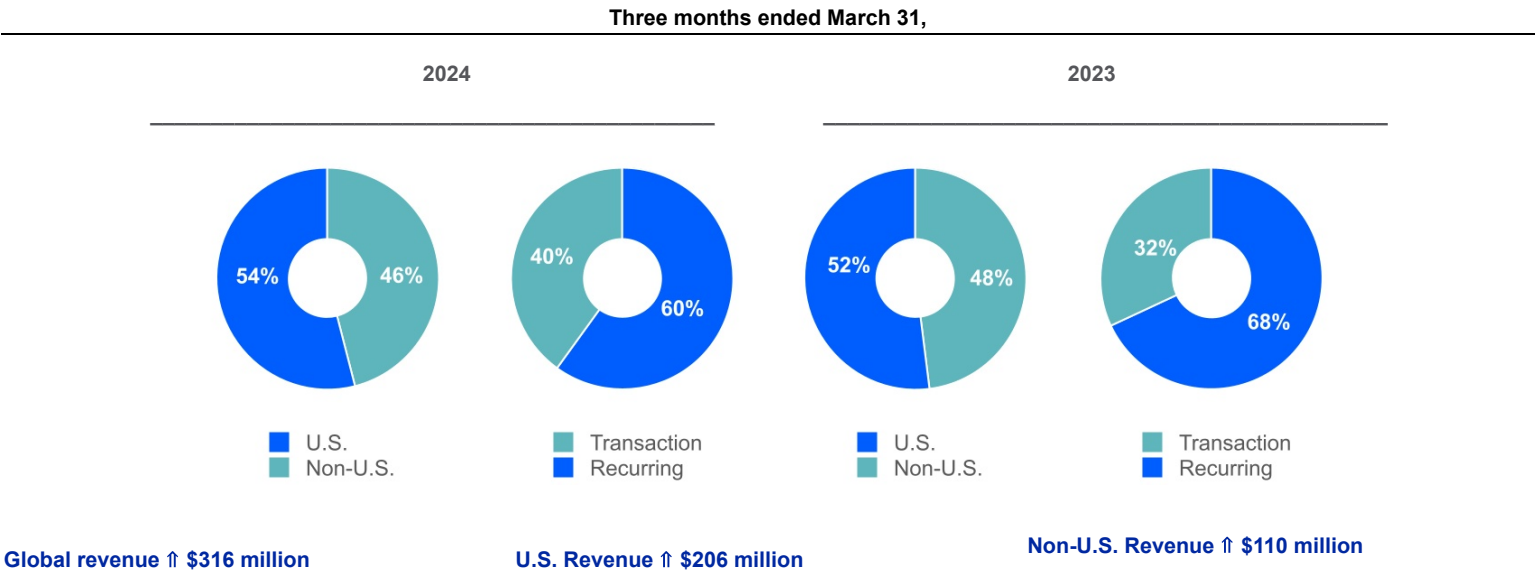
	Three Months Ended March 31,		% Change Favorable (Unfavorable)
	2024	2023	
Revenue:			
United States	\$ 969	\$ 763	27 %
Non-U.S.:			
EMEA	542	460	18 %
Asia-Pacific	155	149	4 %
Americas	120	98	22 %
Total Non-U.S.	817	707	16 %
Total	1,786	1,470	21 %
Expenses:			
Operating	467	428	(9 %)
SG&A	413	386	(7 %)
Depreciation and amortization	100	88	(14 %)
Restructuring	5	14	64 %
Total	985	916	(8 %)
Operating income	\$ 801	\$ 554	45 %
Adjusted Operating Income ⁽¹⁾	\$ 906	\$ 656	38 %
Interest expense, net	\$ (62)	\$ (48)	(29 %)
Other non-operating income, net	13	—	NM
Non-operating (expense) income, net	\$ (49)	\$ (48)	(2 %)
Net income attributable to Moody's	\$ 577	\$ 501	15 %
Diluted weighted average shares outstanding	183.4	184.1	— %
Diluted EPS attributable to Moody's common shareholders	\$ 3.15	\$ 2.72	16 %
Adjusted Diluted EPS ⁽¹⁾	\$ 3.37	\$ 2.99	13 %
Operating margin	44.8 %	37.7 %	
Adjusted Operating Margin ⁽¹⁾	50.7 %	44.6 %	
ETR	23.3 %	1.0 %	

The table below shows Moody's global staffing by geographic area:

		March 31,		Change %
		2024	2023 ^(a)	
MA	U.S.	2,983	2,876	4 %
	Non-U.S.	4,922	4,621	7 %
	Total	7,905	7,497	5 %
MIS	U.S.	1,512	1,462	3 %
	Non-U.S.	4,083	3,690	11 %
	Total	5,595	5,152	9 %
MSS	U.S.	725	708	2 %
	Non-U.S.	1,214	1,061	14 %
	Total	1,939	1,769	10 %
Total MCO	U.S.	5,220	5,046	3 %
	Non-U.S.	10,219	9,372	9 %
	Total	15,439	14,418	7 %

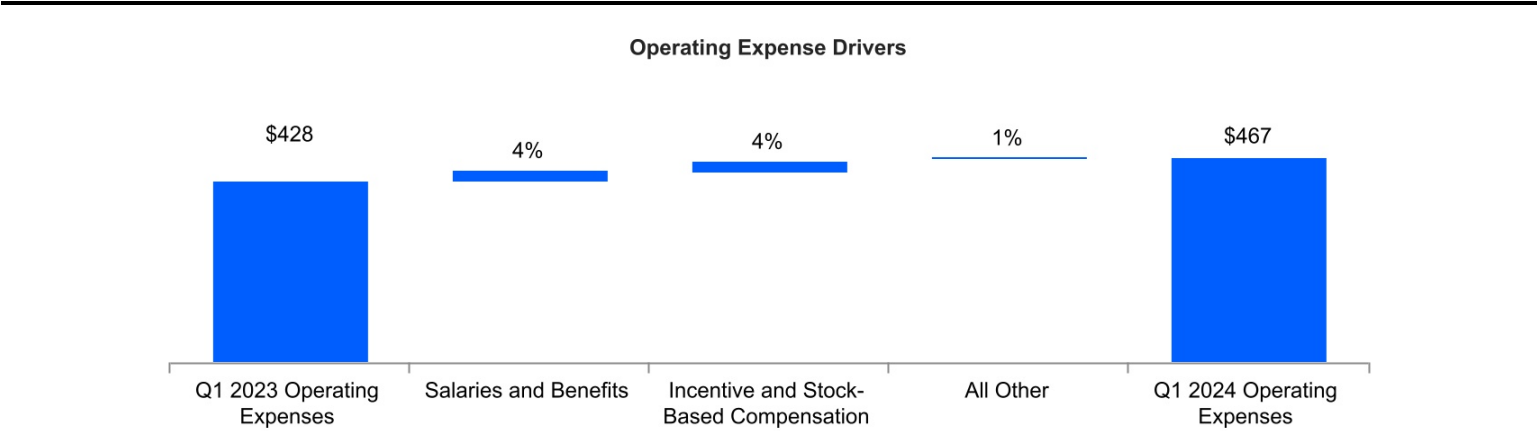
(a) Certain reclassifications have been made to 2023 amounts to reflect certain departmental reorganizations and M&A integrations

GLOBAL REVENUE



The increase in global revenue reflects growth in both MA and MIS, both in the U.S. and internationally. Refer to the section entitled “Segment Results” of this MD&A for a more comprehensive discussion of the Company’s segment revenue.

First Quarter Operating Expense ↑ \$39 million



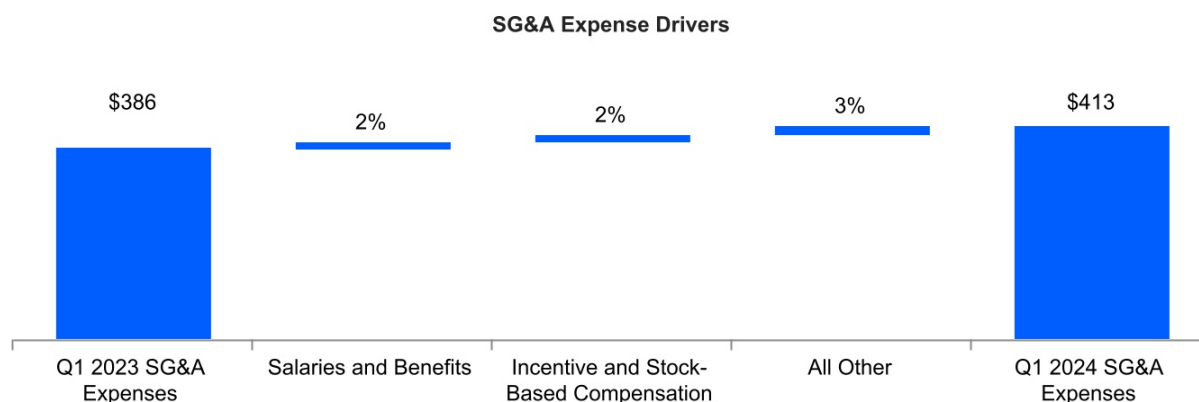
Compensation expenses of \$346 million increased \$34 million reflecting:

- higher salaries and benefits that reflects hiring and salary increases, primarily in MA, to support continued growth in the business; and
- higher incentive and stock-based compensation aligned with headcount growth and projected financial and operating performance

Non-compensation expenses of \$121 million increased \$5 million:

- the increase is mostly attributable to operating growth, including investments to support technology, innovation and product development; *partially offset by:*
 - disciplined expense management

First Quarter SG&A Expense ↑ \$27 million



Compensation expenses of \$262 million increased \$16 million reflecting:

- higher salaries and benefits reflecting an increase in headcount and annual salary increases; and
- higher incentive and stock-based compensation aligned with headcount growth and projected financial and operating performance

Non-compensation expenses of \$151 million increased \$11 million:

- increase reflects costs to support operating growth; *partially offset by*
- disciplined expense management

Depreciation and amortization

The increase is driven by amortization of internally developed software, which is primarily related to the development of MA SaaS solutions.

Restructuring

The amounts in both periods reflect charges/adjustments related to the Company's 2022 - 2023 Geolocation Restructuring Program as more fully discussed in Note 9 to the consolidated financial statements.

Operating margin 44.8%, ↑ 710 BPS

Adjusted Operating Margin⁽¹⁾ 50.7%, ↑ 610 BPS

Operating margin and Adjusted Operating Margin⁽¹⁾ expansion reflects strong revenue growth partially offset by an increase in operating and SG&A expenses.

Interest Expense, net ↑ \$14 million

Other non-operating income ↑ \$13 million

Increase in expense is primarily due to:

- a \$22 million reduction in tax-related interest reflecting the favorable resolution of tax matters in the prior year; *partially offset by*
- higher interest income of \$12 million reflecting higher cash balances and interest yields

Increase in income is primarily due to:

- a \$23 million net decrease in foreign currency losses mainly attributable to an immaterial out-of-period adjustment relating to the 2022 fiscal year recorded in the first quarter of 2023; *partially offset by*
- a benefit of \$9 million in the prior year related to the favorable resolution of various tax matters

ETR ↑ 2,230 BPS

The increase in the ETR primarily reflects \$113 million in tax benefits recognized in the first quarter of 2023, which resulted from the resolutions of UTPs in various U.S. and non-U.S. tax jurisdictions.

Diluted EPS ↑ \$0.43

Adjusted Diluted EPS⁽¹⁾ ↑ \$0.38

Both diluted EPS and Adjusted Diluted EPS⁽¹⁾ growth is mostly attributable to higher operating income and Adjusted Operating Income⁽¹⁾, the components of which are more fully described above. This was partially offset by a \$0.75 per share benefit in the prior year related to the resolution of tax matters in the first quarter of 2023.

Segment Results

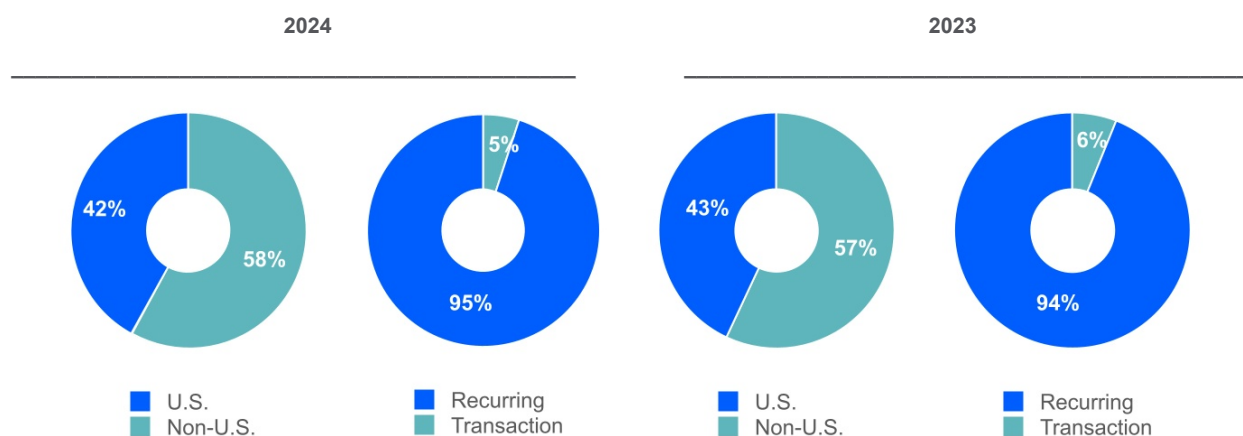
Moody's Analytics

The table below provides a summary of revenue and operating results, followed by further insight and commentary:

	Three Months Ended March 31,		% Change Favorable (Unfavorable)
	2024	2023	
Revenue:			
Decision Solutions (DS)	\$ 365	\$ 334	9 %
Research and Insights (R&I)	222	215	3 %
Data and Information (D&I)	212	188	13 %
Total external revenue	799	737	8 %
Intersegment revenue	3	3	— %
Total MA revenue	802	740	8 %
Expenses:			
Operating and SG&A (external)	517	481	(7 %)
Operating and SG&A (intersegment)	47	45	(4 %)
Total operating and SG&A	564	526	(7 %)
Adjusted Operating Income	\$ 238	\$ 214	11 %
Adjusted Operating Margin	29.7 %	28.9 %	
Depreciation and amortization	82	70	(17 %)
Restructuring	2	8	75 %

MOODY'S ANALYTICS REVENUE

Three months ended March 31,



MA: Global revenue ↑ \$62 million

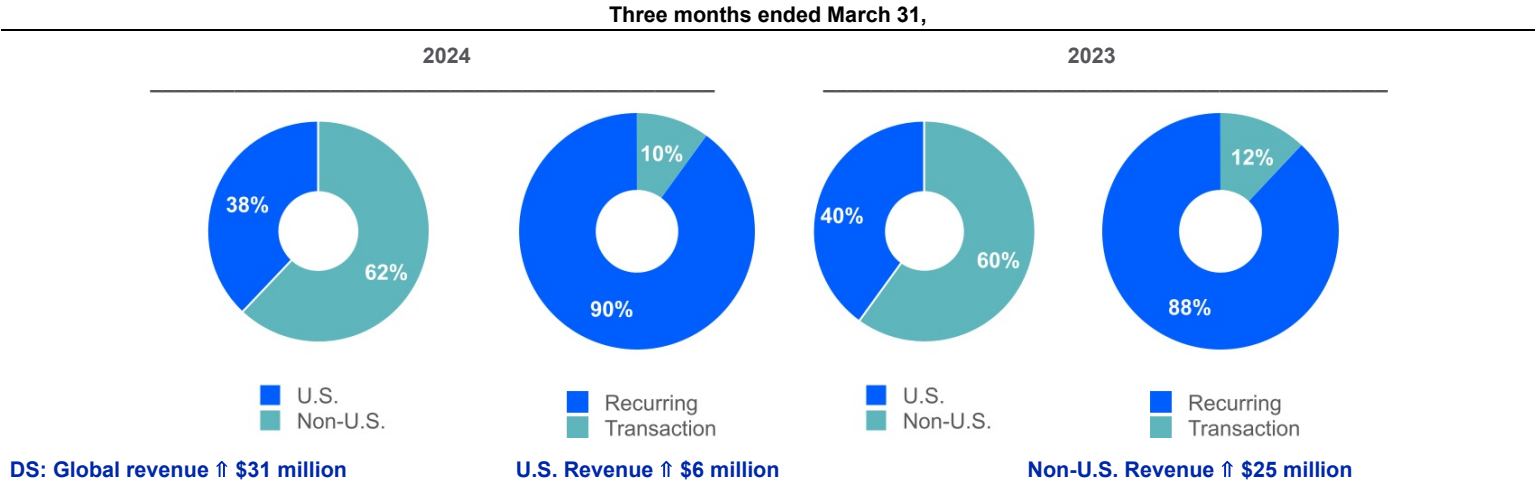
U.S. Revenue ↑ \$20 million

Non-U.S. Revenue ↑ \$42 million

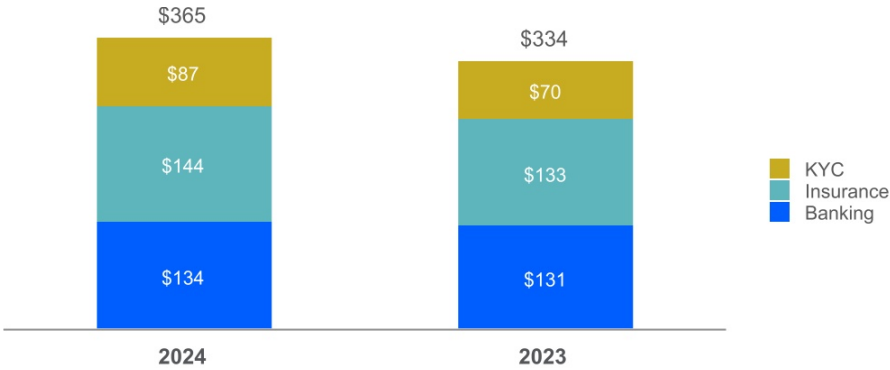
The 8% increase in global MA revenue reflects growth both in the U.S. (6%) and internationally (10%).

- ARR⁽²⁾ increased 10% reflecting growth across all LOBs.

DECISION SOLUTIONS REVENUE



Global DS revenue for the three months ended March 31, 2024 and 2023 was comprised as follows:



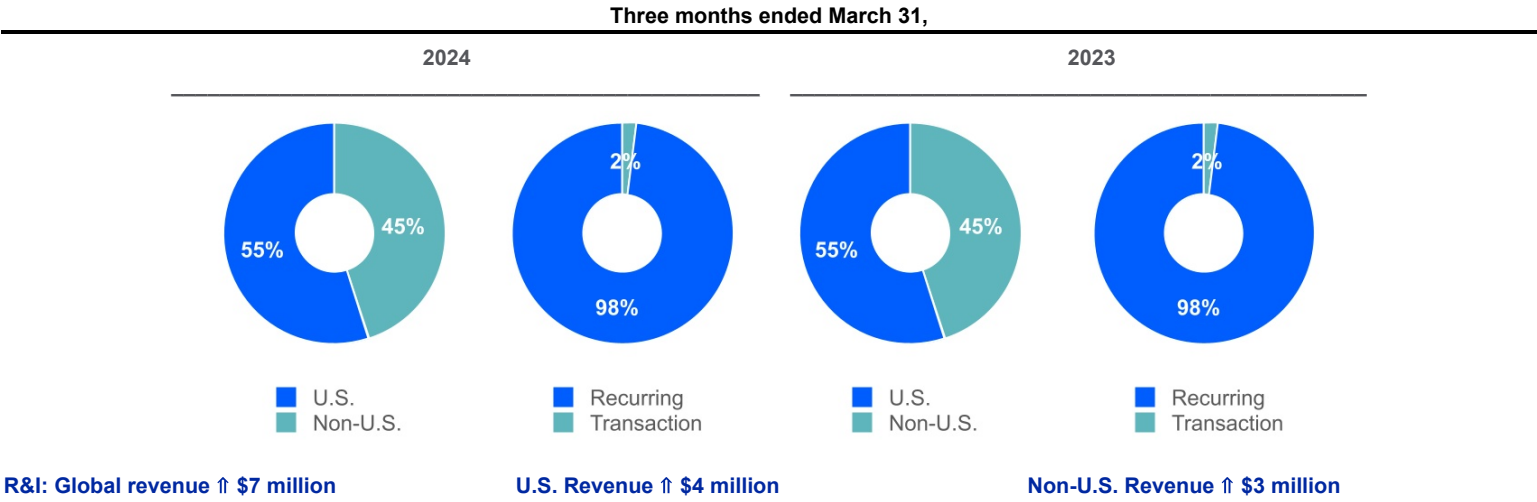
Global DS revenue grew 9% compared to the first quarter of 2023 and reflects increases in the U.S. (5%) and internationally (12%).

The most notable drivers of the growth reflect:

- sustained demand for KYC solutions reflecting increased customer and supplier risk data usage, which drove ARR⁽²⁾ growth of 18% for these solutions;
- higher demand for subscription-based actuarial and catastrophe models supported insurance growth which resulted in ARR⁽²⁾ growth of 10%; and
- growth across Moody's SaaS-based banking solutions which enable customers' lending, risk management and finance workflows, resulting in ARR⁽²⁾ growth of 9%.

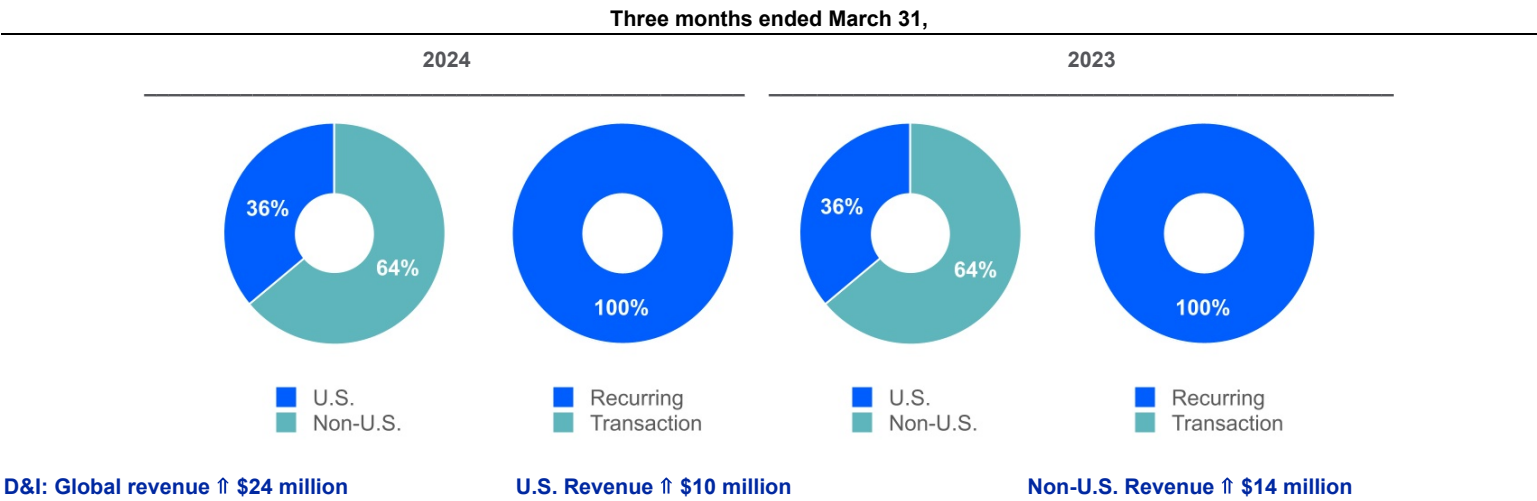
The aforementioned factors contributed to overall ARR⁽²⁾ growth for DS of 12%.

RESEARCH AND INSIGHTS REVENUE



Global R&I revenue increased 3% compared to the first quarter of 2023 and reflects growth in both the U.S. (3%) and internationally (3%). This increase was mainly driven by sales growth from the CreditView product offering, which contributed to R&I ARR⁽²⁾ growth of 6%.

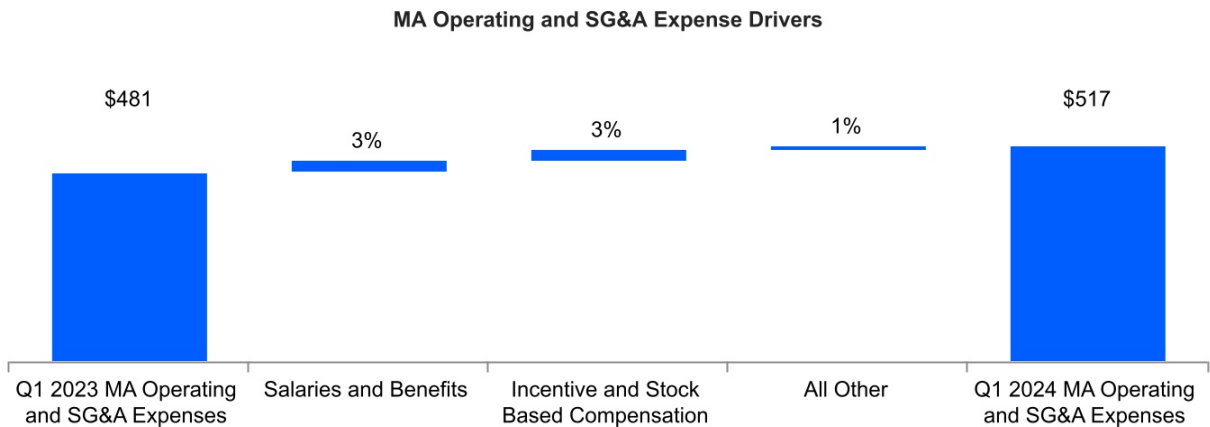
DATA AND INFORMATION REVENUE



Global D&I revenue increased 13% compared to the first quarter of 2023 and reflects growth in both the U.S. (15%) and internationally (12%), mainly driven by improved customer retention, coupled with continued growth in new sales and higher price realization, supported by strong demand for company data and ratings feeds.

The aforementioned revenue growth factors also contributed to ARR⁽²⁾ growth of 11% for D&I.

MA: First Quarter Operating and SG&A Expense ↑ \$36 million



Compensation expenses of \$337 million increased \$31 million:

- the growth in salaries and benefits reflects higher headcount and annual salary increases to support business growth; and
- the increase in incentive and stock-based compensation is driven by higher headcount and projected financial and operating performance

Non-compensation expenses of \$180 million increased \$5 million:

- the modest increase is mostly attributable to costs to support operating growth, including investments to support technology, innovation and product development

MA: Adjusted Operating Margin 29.7% ↑ 80 BPS

The Adjusted Operating Margin expansion for MA is primarily due to the 8% increase in global MA revenue, mostly offset by increases in operating and SG&A expenses of 7%.

Depreciation and amortization

The increase in depreciation and amortization expense primarily reflects higher amortization of internally developed software relating to the development of SaaS-based solutions.

Restructuring

The amounts in both periods reflect charges/adjustments related to the Company's 2022 - 2023 Geolocation Restructuring Program as more fully discussed in Note 9 to the consolidated financial statements.

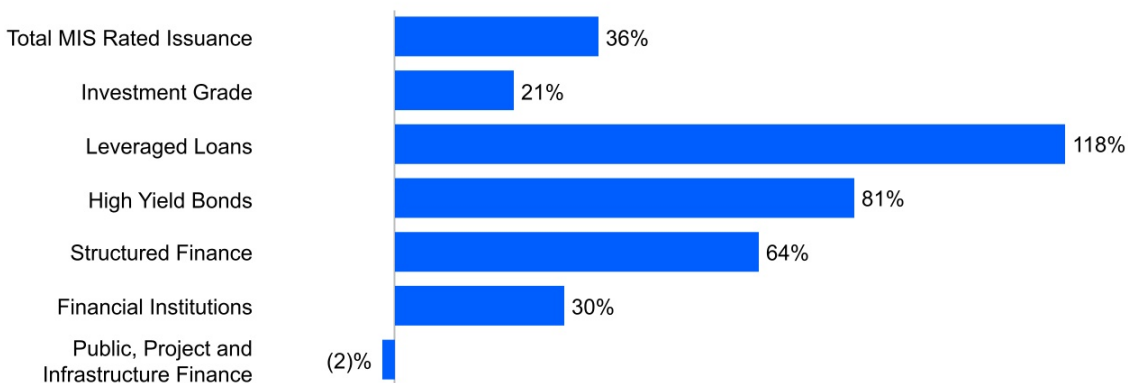
Moody's Investors Service

The table below provides a summary of revenue and operating results, followed by further insight and commentary:

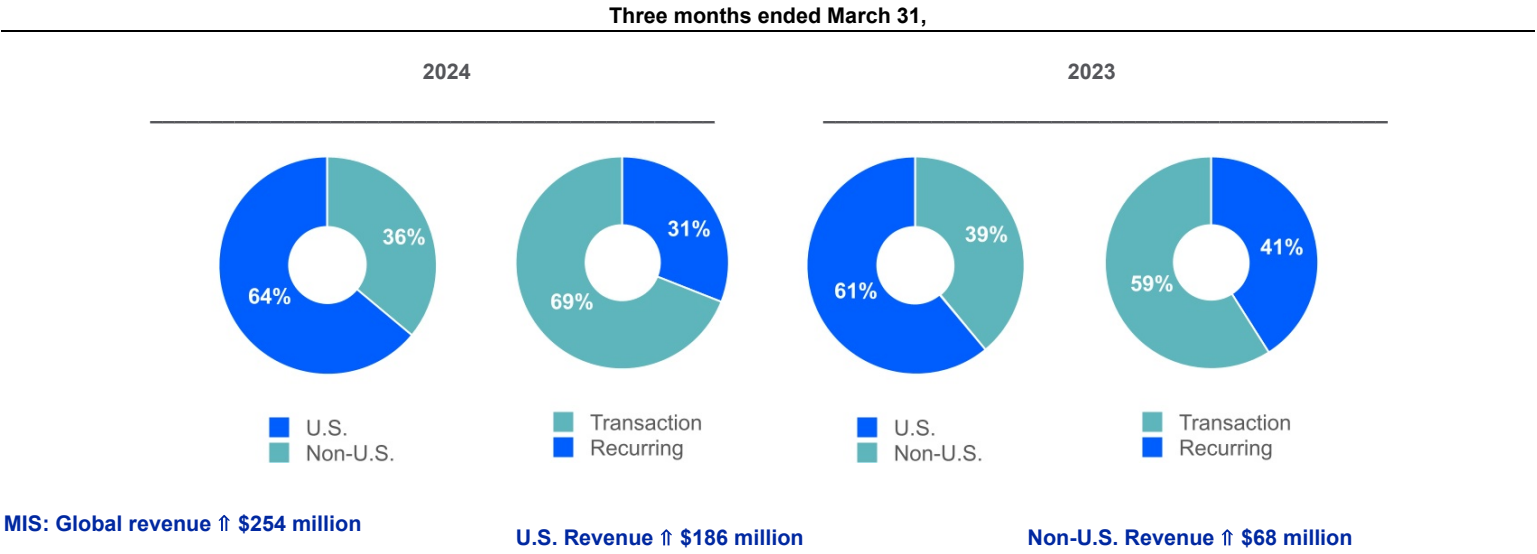
	Three Months Ended March 31,		% Change Favorable (Unfavorable)
	2024	2023	
Revenue:			
Corporate finance (CFG)	\$ 529	\$ 356	49 %
Structured finance (SFG)	114	99	15 %
Financial institutions (FIG)	195	142	37 %
Public, project and infrastructure finance (PPIF)	141	129	9 %
Total ratings revenue	979	726	35 %
MIS Other	8	7	14 %
Total external revenue	987	733	35 %
Intersegment revenue	47	45	4 %
Total MIS revenue	1,034	778	33 %
Expenses:			
Operating and SG&A (external)	363	333	(9 %)
Operating and SG&A (intersegment)	3	3	— %
Total operating and SG&A	366	336	(9 %)
Adjusted Operating Income	\$ 668	\$ 442	51 %
Adjusted Operating Margin	64.6 %	56.8 %	
Depreciation and amortization	18	18	— %
Restructuring	3	6	50 %

The following chart presents changes in rated issuance volumes compared to the first quarter of 2023. To the extent that changes in rated issuance volumes had a material impact to MIS's revenue compared to the prior year, those impacts are discussed below.

Q1 Changes in Rated Issuance Volumes

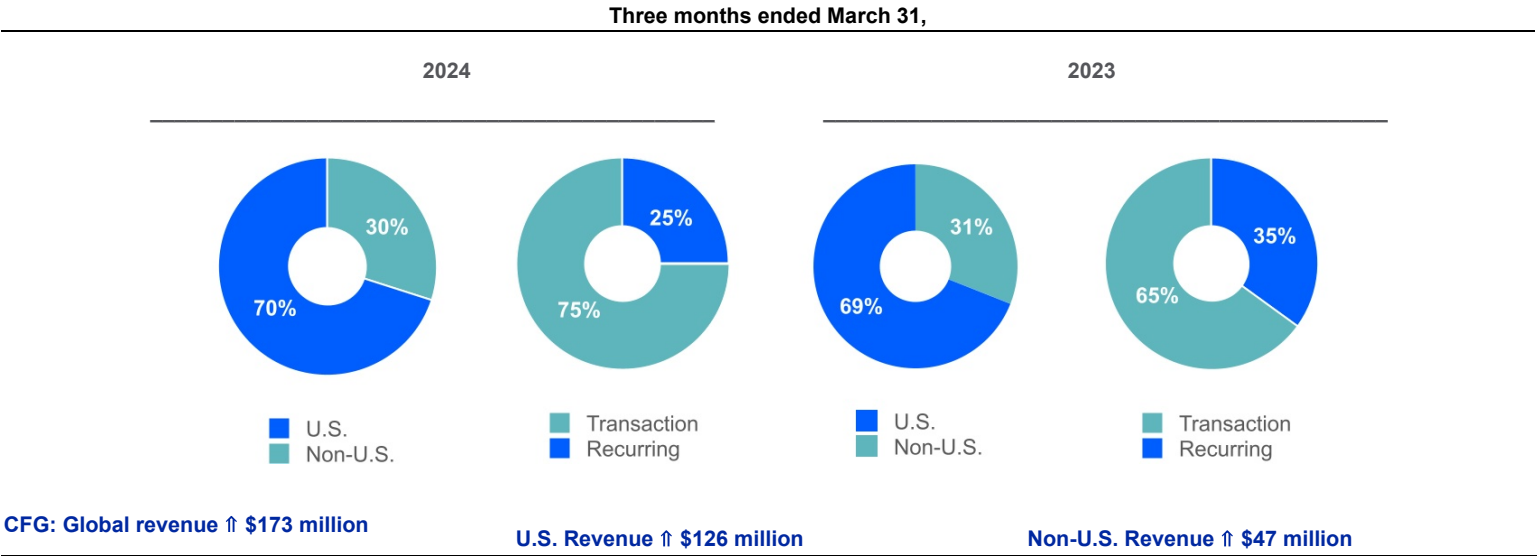


MOODY'S INVESTORS SERVICE REVENUE

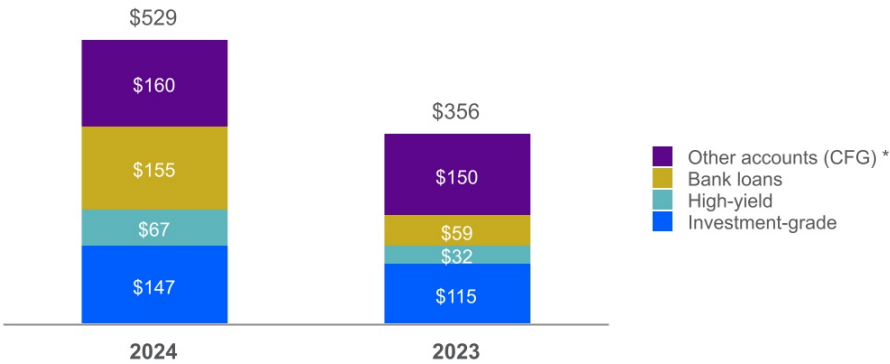


The increase in global MIS revenue reflects strong growth across all ratings LOBs.

CFG REVENUE



Global CFG revenue for the three months ended March 31, 2024 and 2023 was comprised as follows:



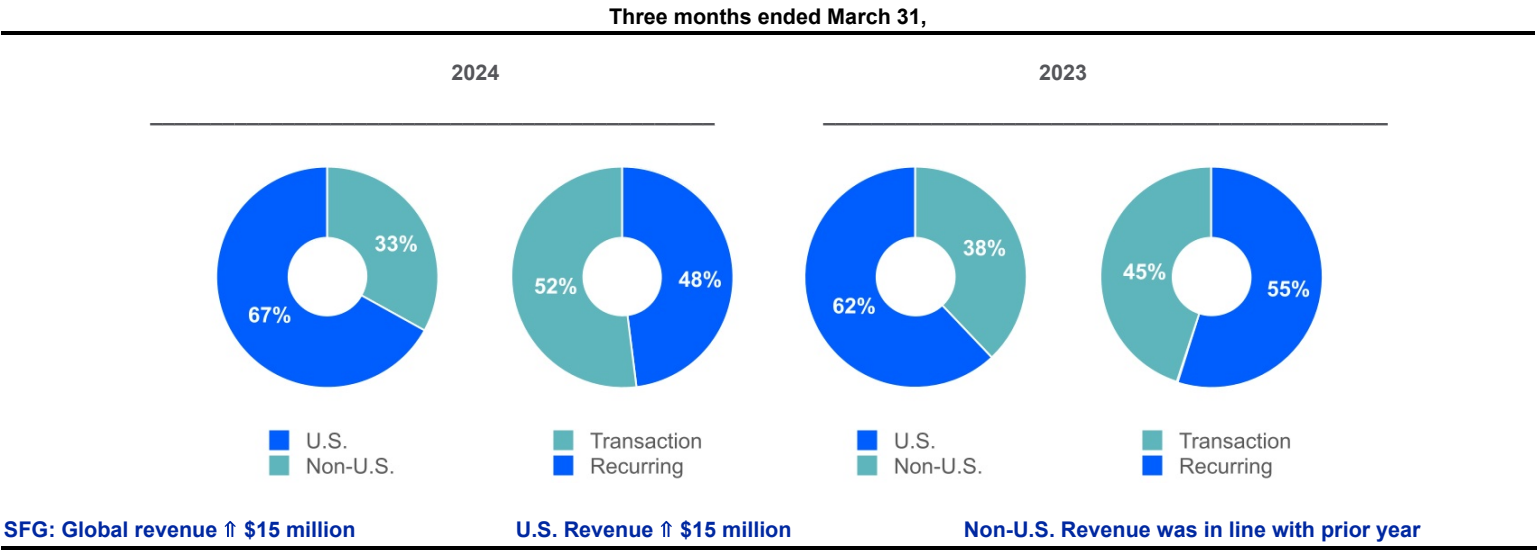
* Other includes: recurring monitoring fees of a rated debt obligation and/or entities that issue such obligations as well as fees from programs such as commercial paper, medium term notes, and ICRA corporate finance revenue.

The increase in CFG revenue of 49% reflects growth in both the U.S. (51%) and internationally (43%).

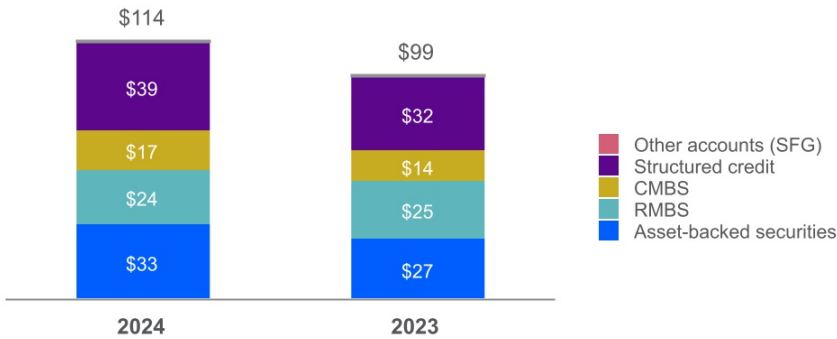
Transaction revenue increased \$169 million compared to the same period in the prior year, with the most notable drivers of the growth reflecting:

- higher rated issuance volumes in leveraged finance (speculative-grade bonds and bank loans) reflecting opportunistic refinancing activity that was supported by tightening credit spreads; and
- higher investment grade rated issuance activity supported by several large M&A-related deals.

SFG REVENUE

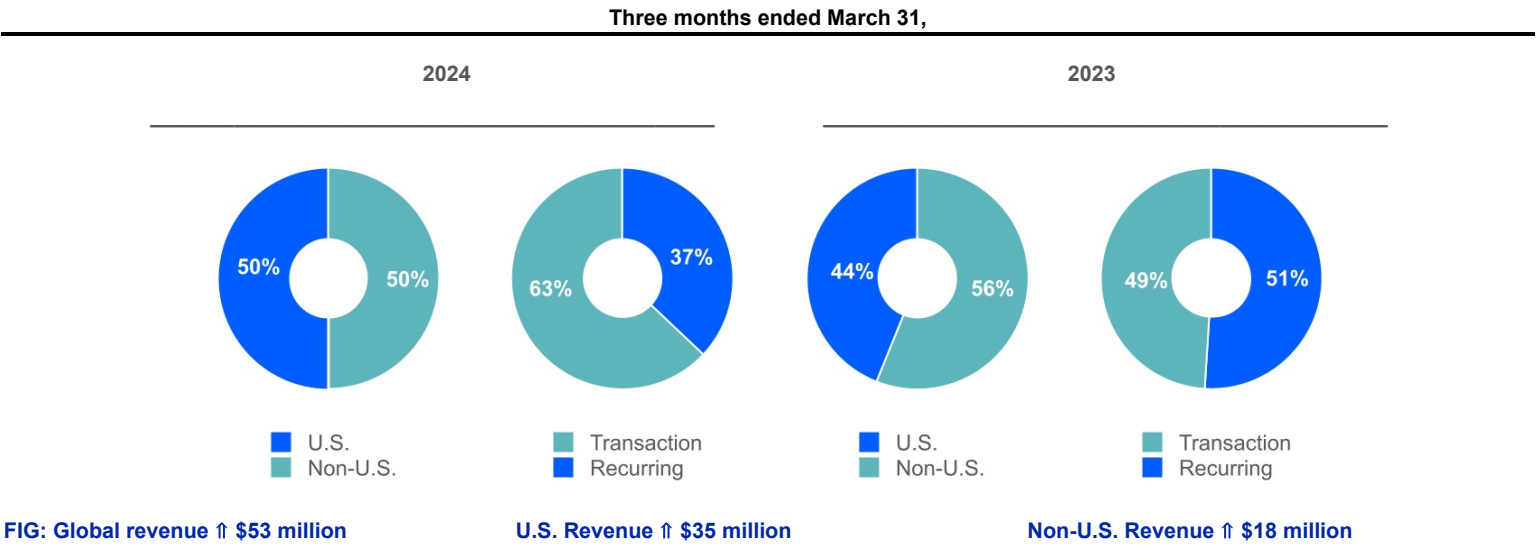


Global SFG revenue for the three months ended March 31, 2024 and 2023 was comprised as follows:

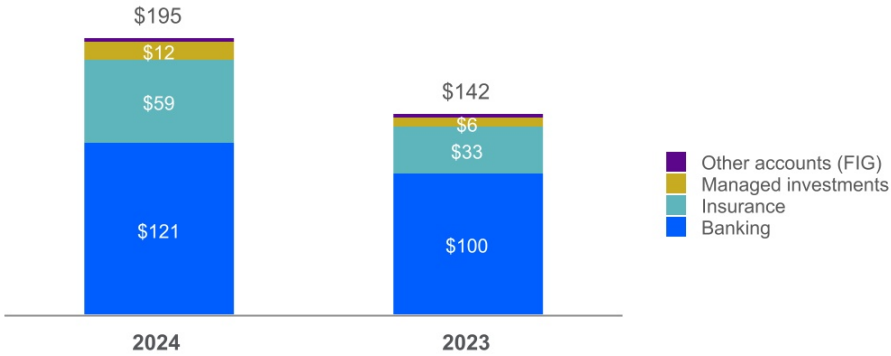


The increase in SFG of 15% reflects growth in the U.S. (25%), with international revenue remaining in line with the prior year. Transaction revenue increased \$14 million compared to the first quarter of 2023, mainly attributable to increased issuance activity from the ABS and Structured Credit asset classes, reflecting tightening credit spreads and strong investor demand, including from first time issuers.

FIG REVENUE



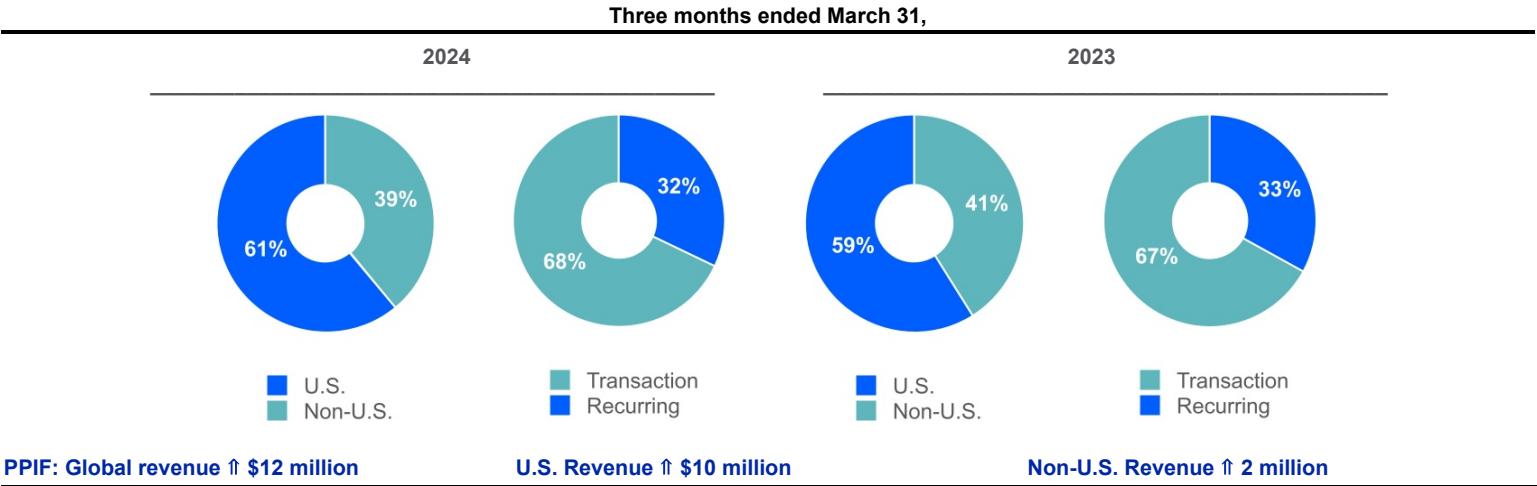
Global FIG revenue for the three months ended March 31, 2024 and 2023 was comprised as follows:



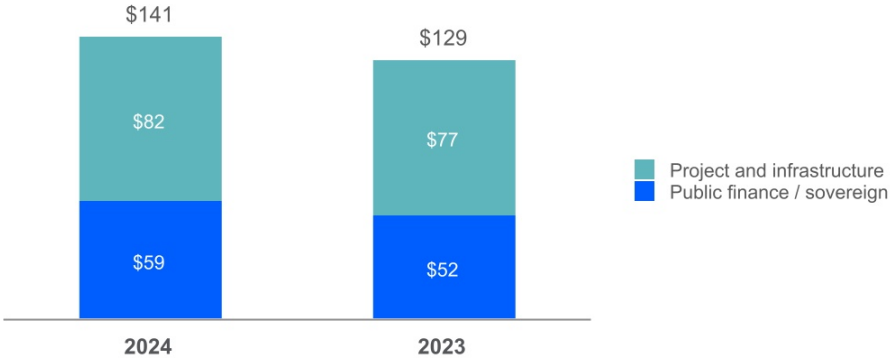
The increase in FIG revenue of 37% reflects revenue growth in both the U.S. (56%) and internationally (23%).

Transaction revenue increased \$52 million compared to the first quarter of 2023, mainly due to growth in the insurance and banking sectors, which was attributable to improved issuance volumes coupled with a favorable issuance mix from infrequent issuer activity.

PPIF REVENUE



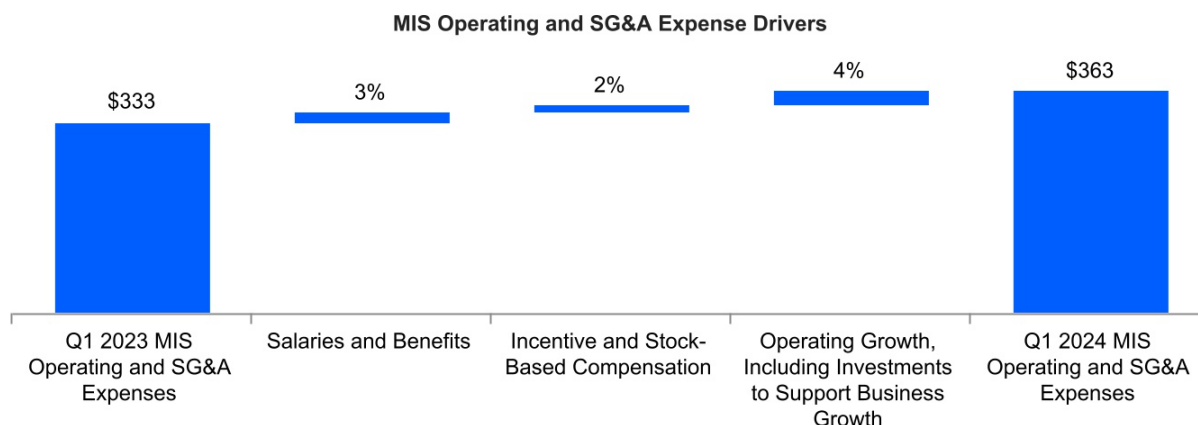
Global PPIF revenue for the three months ended March 31, 2024 and 2023 was comprised as follows:



The increase in PPIF revenue of 9% reflects growth in both the U.S. (13%) and internationally (4%).

Transaction revenue increased \$10 million compared to the first quarter of 2023 primarily due to increased issuance from U.S. Public Finance issuers, reflecting refunding activity in the healthcare and higher education sectors.

MIS: First Quarter Operating and SG&A Expense ↑ \$30 million



Compensation expenses of \$272 million increased \$18 million:

- the growth in salaries and benefits reflects higher headcount and annual salary increases; and
- the increase in incentive and stock-based compensation is driven by higher headcount and projected financial and operating performance

Non-compensation expenses of \$91 million increased \$12 million:

- the increase is mostly attributable to costs to support operating growth, including investments to support technology and innovation

MIS: Adjusted Operating Margin 64.6% ↑ 780 BPS

The MIS Adjusted Operating Margin expansion primarily reflects the aforementioned 35% increase in revenue.

Restructuring

The amounts in both periods reflect charges/adjustments related to the Company's 2022 - 2023 Geolocation Restructuring Program as more fully discussed in Note 9 to the consolidated financial statements.

LIQUIDITY AND CAPITAL RESOURCES

Moody's remains committed to using its cash flow to create value for shareholders by both investing in the Company's employees and growing the business through targeted organic initiatives and inorganic acquisitions aligned with strategic priorities. Additional excess capital is returned to the Company's shareholders via a combination of dividends and share repurchases.

Cash Flow

The Company is currently financing its operations, capital expenditures and share repurchases from operating and financing cash flows.

The following is a summary of the changes in the Company's cash flows followed by a brief discussion of these changes:

	Three Months Ended March 31,				\$ Change Favorable (Unfavorable)
	2024	2023			
Net cash provided by operating activities	\$ 775	\$ 608	\$		\$ 167
Net cash used in investing activities	\$ (96)	\$ (63)	\$		\$ (33)
Net cash used in financing activities	\$ (308)	\$ (216)	\$		\$ (92)
Free Cash Flow ⁽¹⁾	\$ 697	\$ 535	\$		\$ 162

⁽¹⁾ Free Cash Flow is a non-GAAP measure and is defined by the Company as net cash provided by operating activities minus cash paid for capital expenditures. Refer to "Non-GAAP Financial Measures" of this MD&A for further information on this financial measure.

Net cash provided by operating activities

Net cash flows from operating activities in the three months ended March 31, 2024 increased by \$167 million compared to the same period in 2023, primarily due to higher cash flows correlated with operating income growth partly offset by various changes in working capital.

Net cash used in investing activities

The \$33 million increase in cash used in investing activities in the three months ended March 31, 2024 compared to the same period in 2023 was primarily due to:

- higher net purchases of investments in 2024 of \$14 million; and
- higher cash paid of \$12 million in the current year for certain immaterial acquisitions completed in the first quarter of 2024.

Net cash used in financing activities

The \$92 million increase in cash used in financing activities in the three months ended March 31, 2024 compared to the same period in the prior year was primarily attributed to higher cash paid in 2024 for treasury share repurchases of \$79 million and dividends of \$14 million.

Cash and cash equivalents and short-term investments

The Company's aggregate cash and cash equivalents and short-term investments of \$2.5 billion at March 31, 2024 included approximately \$1.9 billion located outside of the U.S. Approximately 45% of the Company's aggregate cash and cash equivalents and short-term investments is denominated in euros and GBP. The Company manages both its U.S. and non-U.S. cash flow to maintain sufficient liquidity in all regions to effectively meet its operating needs.

As a result of the Tax Act, all previously net undistributed foreign earnings have now been subject to U.S. tax. The Company continues to evaluate which entities it will indefinitely reinvest earnings outside the U.S. The Company has provided deferred taxes for those entities whose earnings are not considered indefinitely reinvested. Accordingly, the Company continues to repatriate a portion of its non-U.S. cash in these subsidiaries and will continue to repatriate certain of its offshore cash in a manner that addresses compliance with local statutory requirements, sufficient offshore working capital and any other factors that may be relevant in certain jurisdictions. Notwithstanding the Tax Act, which generally eliminated federal income tax on future cash repatriation to the U.S., cash repatriation may be subject to state and local taxes or withholding or similar taxes.

Material Cash Requirements

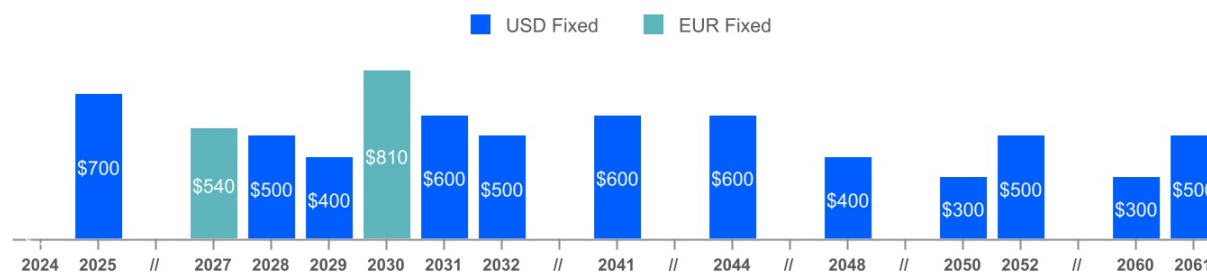
The Company's material cash requirements consist of the following contractual and other obligations:

Financing Arrangements

Indebtedness

At March 31, 2024, Moody's had \$6.9 billion of outstanding debt and approximately \$1 billion of additional capacity available under the Company's CP Program, which is backstopped by the \$1.25 billion 2021 Facility.

The repayment schedule for the Company's borrowings outstanding at March 31, 2024 is as follows:



For additional information on the Company's outstanding debt, refer to Note 13 to the consolidated financial statements.

Future interest payments and fees associated with the Company's debt and credit facility are expected to be \$4.8 billion, of which approximately \$300 million is expected to be paid in each of the next five years, and the remaining amount expected to be paid thereafter.

Management may consider pursuing additional long-term financing when it is appropriate in light of cash requirements for operations, share repurchases and other strategic opportunities, which could result in higher financing costs.

Purchase Obligations

Purchase obligations generally include multi-year agreements with vendors to purchase goods or services and mainly include data center/cloud hosting fees and fees for information technology licensing and maintenance. As of March 31, 2024, these purchase obligations totaled \$722 million, of which approximately 50% is expected to be paid in the next twelve months and another approximate 40% expected to be paid over the next two subsequent years, with the remainder to be paid thereafter.

Leases

The Company has remaining payments relating to its operating leases of \$415 million at March 31, 2024, primarily related to real estate leases, of which \$119 million in payments are expected over the next twelve months. For more information on the expected cash flows relating to the Company's operating leases, refer to Note 14 to the consolidated financial statements.

Pension and Other Retirement Plan Obligations

The Company does not anticipate making significant contributions to its funded pension plan in the next twelve months. This plan is overfunded at March 31, 2024, and accordingly holds sufficient investments to fund future benefit obligations. Payments for the Company's unfunded plans are not expected to be material in either the short or long-term.

Dividends and share repurchases

On April 26, 2024, the Board approved the declaration of a quarterly dividend of \$0.85 per share for Moody's common stock, payable June 7, 2024 to shareholders of record at the close of business on May 17, 2024. The continued payment of dividends at this rate, or at all, is subject to the discretion of the Board.

On February 7, 2022, the Board approved \$750 million in share repurchase authority, and on February 5, 2024, the Board approved an additional \$1 billion in share repurchase authority. At March 31, 2024, the Company had approximately \$1.2 billion of remaining authority. There is no established expiration date for the remaining authorizations.

Restructuring

As more fully discussed in Note 9 to the consolidated financial statements, the Company has substantially completed the 2022 - 2023 Geolocation Restructuring Program. Future cash outlays associated with this program, which will consist of personnel-related costs, are expected to be \$24 million, substantially all of which are expected to be paid through 2024.

Sources of Funding to Satisfy Material Cash Requirements

The Company believes that it has the financial resources needed to meet its cash requirements and expects to have positive operating cash flow over the next twelve months. Cash requirements for periods beyond the next twelve months will depend, among other things, on the Company's profitability and its ability to manage working capital requirements. The Company may also borrow from various sources as described above.

NON-GAAP FINANCIAL MEASURES

In addition to its reported results, Moody's has included in this MD&A certain adjusted results that the SEC defines as "Non-GAAP financial measures." Management believes that such adjusted financial measures, when read in conjunction with the Company's reported results, can provide useful supplemental information for investors analyzing period-to-period comparisons of the Company's performance, facilitate comparisons to competitors' operating results and can provide greater transparency to investors of supplemental information used by management in its financial and operational decision-making. These adjusted measures, as defined by the Company, are not necessarily comparable to similarly defined measures of other companies. Furthermore, these adjusted measures should not be viewed in isolation or used as a substitute for other GAAP measures in assessing the operating performance or cash flows of the Company. Below are brief descriptions of the Company's adjusted financial measures accompanied by a reconciliation of the adjusted measure to its most directly comparable GAAP measure:

Adjusted Operating Income and Adjusted Operating Margin:

The Company presents Adjusted Operating Income and Adjusted Operating Margin because management deems these metrics to be useful measures to provide additional perspective on Moody's operating performance. Adjusted Operating Income excludes the impact of: i) depreciation and amortization; and ii) restructuring charges/adjustments. Depreciation and amortization are excluded because companies utilize productive assets of different estimated useful lives and use different methods of acquiring and depreciating productive assets. Restructuring charges/adjustments are excluded as the frequency and magnitude of these charges may vary widely across periods and companies.

Management believes that the exclusion of the aforementioned items, as detailed in the reconciliation below, allows for an additional perspective on the Company's operating results from period to period and across companies. The Company defines Adjusted Operating Margin as Adjusted Operating Income divided by revenue.

	Three Months Ended March 31,	
	2024	2023
Operating income	\$ 801	\$ 554
Adjustments:		
Depreciation and amortization	100	88
Restructuring	5	14
Adjusted Operating Income	\$ 906	\$ 656
Operating margin	44.8 %	37.7 %
Adjusted Operating Margin	50.7 %	44.6 %

Adjusted Net Income and Adjusted Diluted EPS attributable to Moody's common shareholders:

The Company presents Adjusted Net Income and Adjusted Diluted EPS because management deems these metrics to be useful measures to provide additional perspective on Moody's operating performance. Adjusted Net Income and Adjusted Diluted EPS exclude the impact of: i) amortization of acquired intangible assets; and ii) restructuring charges/adjustments.

The Company excludes the impact of amortization of acquired intangible assets as companies utilize intangible assets with different estimated useful lives and have different methods of acquiring and amortizing intangible assets. These intangible assets were recorded as part of acquisition accounting and contribute to revenue generation. The amortization of intangible assets related to acquisitions will recur in future periods until such intangible assets have been fully amortized. Furthermore, the timing and magnitude of business combination transactions are not predictable and the purchase price allocated to amortizable intangible assets and the related amortization period are unique to each acquisition and can vary significantly from period to period and across companies. Restructuring charges/adjustments are excluded as the frequency and magnitude of these items may vary widely across periods and companies.

The Company excludes the aforementioned items to provide additional perspective when comparing net income and diluted EPS from period to period and across companies as the frequency and magnitude of similar transactions may vary widely across periods.

	Three Months Ended March 31,	
	2024	2023
<i>Amounts in millions</i>		
Net Income attributable to Moody's common shareholders	\$ 577	\$ 501
Pre-tax Acquisition-Related Intangible Amortization Expenses	\$ 49	\$ 51
Tax on Acquisition-Related Intangible Amortization Expenses	(12)	(12)
Net Acquisition-Related Intangible Amortization Expenses	37	39
Pre-tax restructuring	\$ 5	\$ 14
Tax on restructuring	(1)	(4)
Net restructuring	4	10
Adjusted Net Income	\$ 618	\$ 550

	Three Months Ended March 31,	
	2024	2023
Diluted earnings per share attributable to Moody's common shareholders	\$ 3.15	\$ 2.72
Pre-tax Acquisition-Related Intangible Amortization Expenses	\$ 0.27	\$ 0.28
Tax on Acquisition-Related Intangible Amortization Expenses	(0.07)	(0.06)
Net Acquisition-Related Intangible Amortization Expenses	0.20	0.22
Pre-tax restructuring	\$ 0.03	\$ 0.08
Tax on restructuring	(0.01)	(0.03)
Net restructuring	0.02	0.05
Adjusted Diluted EPS	\$ 3.37	\$ 2.99

Note: the tax impacts in the table above were calculated using tax rates in effect in the jurisdiction for which the item relates.

Free Cash Flow:

The Company defines Free Cash Flow as net cash provided by operating activities minus cash paid for capital additions. Management believes that Free Cash Flow is a useful metric in assessing the Company's cash flows to service debt, pay dividends and to fund acquisitions and share repurchases. Management deems capital expenditures essential to the Company's product and service innovations and maintenance of Moody's operational capabilities. Accordingly, capital expenditures are deemed to be a recurring use of Moody's cash flow. Below is a reconciliation of the Company's net cash flows from operating activities to Free Cash Flow:

	Three Months Ended March 31,	
	2024	2023
Net cash provided by operating activities	\$ 775	\$ 608
Capital additions	(78)	(73)
Free Cash Flow	\$ 697	\$ 535
Net cash used in investing activities	\$ (96)	\$ (63)
Net cash used in financing activities	\$ (308)	\$ (216)

Key Performance Metrics:

The Company presents Annualized Recurring Revenue ("ARR") on a constant currency organic basis for its MA business as a supplemental performance metric to provide additional insight on the estimated value of MA's recurring revenue contracts at a given point in time. The Company uses ARR to manage and monitor performance of its MA operating segment and believes that this metric is a key indicator of the trajectory of MA's recurring revenue base.

The Company calculates ARR by taking the total recurring contract value for each active renewable contract as of the reporting date, divided by the number of days in the contract and multiplied by 365 days to create an annualized value. The Company defines renewable contracts as subscriptions, term licenses, maintenance and renewable services. ARR excludes transaction sales including training, one-time services and perpetual licenses. In order to compare period-over-period ARR excluding the effects of foreign currency translation, the Company bases the calculation on currency rates utilized in its current year operating budget and holds these FX rates constant for the duration of all current and prior periods being reported. Additionally, ARR excludes contracts related to acquisitions to provide additional perspective in assessing growth excluding the impacts from certain acquisition activity.

The Company's definition of ARR may differ from definitions utilized by other companies reporting similarly named measures, and this metric should be viewed in addition to, and not as a substitute for, financial measures presented in accordance with GAAP.

<i>Amounts in millions</i>	March 31, 2024	March 31, 2023	Change	Growth
MA ARR				
Decision Solutions				
Banking	\$ 424	\$ 389	\$ 35	9%
Insurance	552	500	52	10%
KYC	344	291	53	18%
Total Decision Solutions	\$ 1,320	\$ 1,180	\$ 140	12%
Research and Insights	895	843	52	6%
Data and Information	844	761	83	11%
Total MA ARR	\$ 3,059	\$ 2,784	\$ 275	10%

RECENTLY ISSUED ACCOUNTING STANDARDS

Refer to Note 1 to the consolidated financial statements located in Part I of this Form 10-Q for a discussion on the impact to the Company relating to recently issued accounting pronouncements.

CONTINGENCIES

Legal proceedings in which the Company is involved also may impact Moody's liquidity or operating results. No assurance can be provided as to the outcome of such proceedings. In addition, litigation inherently involves significant costs. For information regarding legal proceedings, see Item 1 - "Financial Statements," Note 15 "Contingencies" in this Form 10-Q.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this quarterly report on Form 10-Q are forward-looking statements and are based on future expectations, plans and prospects for the Company's business and operations that involve a number of risks and uncertainties. Such statements involve estimates, projections, goals, forecasts, assumptions and uncertainties that could cause actual results or outcomes to differ materially from those contemplated, expressed, projected, anticipated or implied in the forward-looking statements. Those statements appear at various places throughout this quarterly report on Form 10-Q, including in the sections entitled "Contingencies" under Item 2, "MD&A," commencing on page 34 of this quarterly report on Form 10-Q, under "Legal Proceedings" in Part II, Item 1, of this Form 10-Q, and elsewhere in the context of statements containing the words "believe," "expect," "anticipate," "intend," "plan," "will," "predict," "potential," "continue," "strategy," "aspire," "target," "forecast," "project," "estimate," "should," "could," "may," and similar expressions or words and variations thereof relating to the Company's views on future events, trends and contingencies or otherwise convey the prospective nature of events or outcomes generally indicative of forward-looking statements. Stockholders and investors are cautioned not to place undue reliance on these forward-looking statements. The forward-looking statements and other information in this document are made as of the date of this quarterly report on Form 10-Q, and the Company undertakes no obligation (nor does it intend) to publicly supplement, update or revise such statements on a going-forward basis, whether as a result of subsequent developments, changed expectations or otherwise, except as required by applicable law or regulation. In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, the Company is identifying certain factors that could cause actual results to differ, perhaps materially, from those indicated by these forward-looking statements.

Those factors, risks and uncertainties include, but are not limited to:

- the impact of general economic conditions (including significant government debt and deficit levels and inflation and related monetary policy actions by governments in response to inflation) on worldwide credit markets and on economic activity, including on the volume of mergers and acquisitions, and their effects on the volume of debt and other securities issued in domestic and/or global capital markets;
- the uncertain effectiveness and possible collateral consequences of U.S. and foreign government initiatives and monetary policy to respond to the current economic climate, including instability of financial institutions, credit quality concerns, and other potential impacts of volatility in financial and credit markets;
- the global impacts of the Russia-Ukraine military conflict and the military conflict in Israel and the surrounding areas on volatility in world financial markets, on general economic conditions and GDP in the U.S. and worldwide, on global relations and on the Company's own operations and personnel;
- other matters that could affect the volume of debt and other securities issued in domestic and/or global capital markets, including regulation, increased utilization of technologies that have the potential to intensify competition and accelerate disruption and disintermediation in the financial services industry, as well as the number of issuances of securities without ratings or securities which are rated or evaluated by non-traditional parties;
- the level of merger and acquisition activity in the U.S. and abroad;
- the uncertain effectiveness and possible collateral consequences of U.S. and foreign government actions affecting credit markets, international trade and economic policy, including those related to tariffs, tax agreements and trade barriers;
- the impact of MIS's withdrawal of its credit ratings on countries or entities within countries and of Moody's no longer conducting commercial operations in countries where political instability warrants such actions;
- concerns in the marketplace affecting our credibility or otherwise affecting market perceptions of the integrity or utility of independent credit agency ratings;
- the introduction or development of competing and/or emerging technologies and products;
- pricing pressure from competitors and/or customers;
- the level of success of new product development and global expansion;
- the impact of regulation as an NRSRO, the potential for new U.S., state and local legislation and regulations;
- the potential for increased competition and regulation in the jurisdictions in which we operate, including the EU;
- exposure to litigation related to our rating opinions, as well as any other litigation, government and regulatory proceedings, investigations and inquiries to which Moody's may be subject from time to time;
- provisions in U.S. legislation modifying the pleading standards and EU regulations modifying the liability standards, applicable to CRAs in a manner adverse to CRAs;
- provisions of EU regulations imposing additional procedural and substantive requirements on the pricing of services and the expansion of supervisory remit to include non-EU ratings used for regulatory purposes;
- uncertainty regarding the future relationship between the U.S. and China;
- the possible loss of key employees and the impact of the global labor environment;

- failures or malfunctions of our operations and infrastructure;
- any vulnerabilities to cyber threats or other cybersecurity concerns;
- the timing and effectiveness of our restructuring programs, such as the 2022 - 2023 Geolocation Restructuring Program;
- currency and foreign exchange volatility;
- the outcome of any review by tax authorities of Moody's global tax planning initiatives;
- exposure to potential criminal sanctions or civil remedies if Moody's fails to comply with foreign and U.S. laws and regulations that are applicable in the jurisdictions in which Moody's operates, including data protection and privacy laws, sanctions laws, anti-corruption laws, and local laws prohibiting corrupt payments to government officials;
- the impact of mergers, acquisitions, such as our acquisition of RMS, or other business combinations and the ability of Moody's to successfully integrate acquired businesses;
- the level of future cash flows;
- the levels of capital investments; and
- a decline in the demand for credit risk management tools by financial institutions.

These factors, risks and uncertainties as well as other risks and uncertainties that could cause Moody's actual results to differ materially from those contemplated, expressed, projected, anticipated or implied in the forward-looking statements are described in greater detail under "Risk Factors" in Part I, Item 1A of Moody's annual report on Form 10-K for the year ended December 31, 2023, and in other filings made by the Company from time to time with the SEC or in materials incorporated herein or therein. Stockholders and investors are cautioned that the occurrence of any of these factors, risks and uncertainties may cause the Company's actual results to differ materially from those contemplated, expressed, projected, anticipated or implied in the forward-looking statements, which could have a material and adverse effect on the Company's business, results of operations and financial condition. New factors may emerge from time to time, and it is not possible for the Company to predict new factors, nor can the Company assess the potential effect of any new factors on it. Forward-looking and other statements in this document may also address our corporate responsibility progress, plans, and goals (including sustainability and environmental matters), and the inclusion of such statements is not an indication that these contents are necessarily material to investors or required to be disclosed in the Company's filings with the Securities and Exchange Commission. In addition, historical, current, and forward-looking sustainability-related statements may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes to the Company's market risk during the three months ended March 31, 2024. For a discussion of the Company's exposure to market risk, refer to the Company's market risk disclosures set forth in Part II, Item 7A, "Quantitative and Qualitative Disclosures About Market Risk" of our Form 10-K for the year ended December 31, 2023.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures: The Company carried out an evaluation, as required by Rule 13a-15(b) under the Exchange Act, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures, as defined in Rule 13a-15(e) of the Exchange Act, as of the end of the period covered by this report (the "Evaluation Date"). Based on such evaluation, such officers have concluded that, as of the Evaluation Date, the Company's disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the communication to the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

The Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, has determined that there were no changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, these internal controls over financial reporting during the three-month period ended March 31, 2024.

The Company's disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives as specified above. The Company's management does not expect, however, that our disclosure controls and procedures will prevent or detect all instances of error and fraud. Any control system, regardless of how well designed and operated, is based upon certain assumptions, and can provide only reasonable, not absolute, assurance that its objectives will be met. Further, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the Company have been detected.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

For information regarding legal proceedings, see Item 1 – “Financial Statements – Notes to Consolidated Financial Statements (Unaudited),” Note 15 “Contingencies” in this Form 10-Q.

Item 1A. Risk Factors

There have been no material changes from the significant risk factors and uncertainties previously disclosed under the heading “Risk Factors” in the Company’s annual report on Form 10-K for the year ended December 31, 2023, that if they were to occur, could materially adversely affect the Company’s business, financial condition, operating results and/or cash flow. For a discussion of the Company’s risk factors, refer to Item 1A. “Risk Factors” contained in the Company’s annual report on Form 10-K for the year ended December 31, 2023.

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

MOODY’S PURCHASES OF EQUITY SECURITIES

For the three months ended March 31, 2024

Period	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Approximate Dollar Value of Shares That May Yet be Purchased Under the Program ⁽²⁾
January 1- 31	2,843	\$ —	—	\$ 359 million
February 1- 29	81,438	\$ 378.04	81,100	\$ 1,328 million
March 1- 31	435,413	\$ 386.36	231,203	\$ 1,239 million
Total	519,694	\$ 384.20	312,303	

⁽¹⁾ Includes surrender to the Company of 2,843; 338; and 204,210 shares of common stock in January, February, and March, respectively, to satisfy tax withholding obligations in connection with the vesting of restricted stock issued to employees.

⁽²⁾ As of the last day of each of the months. On February 7, 2022, the Board of Directors authorized \$750 million in share repurchase authority, and on February 5, 2024, the Board authorized an additional \$1 billion in share repurchase authority. At March 31, 2024 there was approximately \$1.2 billion of share repurchase authority remaining. There is no established expiration date for the remaining authorizations.

During the first quarter of 2024, Moody’s issued a net 500,000 shares under employee stock-based compensation plans.

Item 5. Other Information

Not applicable.

Item 6. Exhibits

Exhibit No	Description
3	ARTICLES OF INCORPORATION AND BY-LAWS
.1	Restated Certificate of Incorporation of the Registrant, effective April 17, 2024 (incorporated by reference to Exhibit 3.3 to the Report on Form 8-K of the Registrant, file number 1-14037, filed April 19, 2024)
.2	Amended and Restated By-laws of Moody's Corporation, effective April 17, 2024 (incorporated by reference to Exhibit 3.2 to the Report on Form 8-K of the Registrant, file number 1-14037, filed April 19, 2024)
10	Material Contracts
.1†*	Form of Special Non-Qualified Stock Option Grant Agreement for the Amended and Restated 2001 Moody's Corporation Key Employees' Stock Incentive Plan
.2†*	Form of Special Long-Term Incentive Award Letter for the Amended and Restated 2001 Moody's Corporation Key Employees' Stock Incentive Plan
.3†*	Form of Moody's Investors Service, Inc. Strategic Incentive Award Letter for the Amended and Restated 2001 Moody's Corporation Key Employees' Stock Incentive Plan
4†*	Form of Moody's Analytics, Inc. Strategic Incentive Award Letter for the Amended and Restated 2001 Moody's Corporation Key Employees' Stock Incentive Plan
5†*	Amended and Restated Moody's Corporation Career Transition Plan (amended and restated as of March 1, 2024)
31	CERTIFICATIONS PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
.1*	Chief Executive Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
.2*	Chief Financial Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32	CERTIFICATIONS PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
.1*	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. The Company has furnished this certification and does not intend for it to be considered filed under the Securities Exchange Act of 1934 or incorporated by reference into future filings under the Securities Act of 1933 or the Securities Exchange Act of 1934
.2*	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. The Company has furnished this certification and does not intend for it to be considered filed under the Securities Exchange Act of 1934 or incorporated by reference into future filings under the Securities Act of 1933 or the Securities Exchange Act of 1934
101.INS*	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Definitions Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Filed herewith

† Management contract of compensatory plan or arrangement

SIGNATURES

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

MOODY'S CORPORATION

By: / S / NOÉMIE HEULAND
Noémie Heuland
Senior Vice President and Chief Financial Officer
(principal financial officer)

By: / S / CAROLINE SULLIVAN
Caroline Sullivan
Chief Accounting Officer and Corporate Controller
(principal accounting officer)

Date: May 2, 2024

[COMPANY LETTERHEAD]

[FORM OF SPECIAL NON-QUALIFIED STOCK OPTION GRANT AGREEMENT FOR THE AMENDED AND RESTATED 2001
MOODY'S CORPORATION KEY EMPLOYEES' STOCK INCENTIVE PLAN]

Dear [Participant Name]:

Congratulations! I am pleased to inform you that the Board of Directors of Moody's Corporation ("Moody's") awarded you [Quantity Granted] stock options ("options") with an exercise price of US\$[Grant Price] on [Grant Date]. This letter outlines the key terms and conditions of your option grant. Your option grant is subject to the terms and conditions of the Amended and Restated 2001 Moody's Corporation Key Employees' Stock Incentive Plan, as amended (the "Plan"). By accepting the grant, you agree to the terms and conditions as set forth in the Plan and in this grant letter, including the terms and conditions applicable to you based on your country of residence as set forth in the attached Appendix. A copy of the Plan, as well as the prospectus relating to the offering of shares of Moody's stock pursuant to the Plan, is enclosed with this letter. You should read the Plan and the prospectus in their entirety for a better understanding of your grant. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Plan.

Moody's has engaged Fidelity Stock Plan Services, LLC ("Fidelity") as the Plan administrator. Each Moody's employee who received an option will be provided with a Fidelity on-line brokerage account, at no cost to the employee, through which Moody's options may be exercised. Generally, once you exercise your options and purchase shares, you may transfer your shares to another brokerage account or leave them in your Fidelity account, subject to applicable exchange controls and/or repatriation requirements which may apply based on the country in which you work and/or reside.

Your options provide you with a right to receive an equity stake in Moody's and an opportunity for long-term capital appreciation.

Details of Your Stock Option Grant

Your options give you the right to buy Moody's stock at a fixed price in the future. This is called the exercise price. The value of your options is tied directly to the stock market price of Moody's stock during the life span of the options. The higher the stock price, the more valuable your options become.

Your option grant is a grant of U.S. non-qualified options, which expires 10 years after the date of grant, or upon the expiration any applicable post-termination exercise period following your Termination of Employment, if earlier, as set forth in the Plan. Moody's shall have the exclusive discretion to determine when your Termination of Employment occurs for purposes of your option grant. You should review the enclosed copy of the Plan for details about the effect of a Termination of Employment on your equity award.

Subject to you continuing to provide services as an employee to Moody's or a Subsidiary or Affiliate, your options will vest and become exercisable with respect to 50% after the second anniversary of the date of the grant and 50% after the fourth anniversary of the date of the grant, so that your options will be 100% vested and exercisable after the fourth anniversary of the date of grant.

In the event of your Termination of Employment due to your death or Disability, the vesting of the option will be accelerated as of the date of Termination of Employment, and your options will be exercisable, as set forth in the Plan.

In the event of your Termination of Employment due to Retirement after the first anniversary of the date of grant, the option shall continue to vest during the Post-Retirement Exercise Period set forth in the Plan and, to the extent vested, shall be exercisable as set forth in the Plan.

You may exercise all or a portion of your options to purchase shares, to the extent vested, at the fixed exercise price at any time after vesting commences and on or before the expiration date as described above. You may exercise the vested portion of your options by contacting Fidelity Investments either on-line or by using the toll-free number, depending on your means of exercise. In addition, if the vested options remain outstanding on their expiration date (or, if earlier, the last trading day of the term of the vested options in the event of your Termination of Employment) and the Moody's stock trading price is higher than the exercise price on such day by more than a de minimis amount (as determined by Moody's in its discretion), unless otherwise determined by Moody's, the options will be automatically exercised pursuant to a net exercise method on such date.

Transferability of Options

Your options may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by you otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance will be void and unenforceable against Moody's. During your lifetime, your options are exercisable only by you.

Repayment/Forfeiture

Any payments or benefits you may receive hereunder shall be subject to repayment or forfeiture in accordance with any clawback policy adopted by Moody's. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with Moody's. By accepting this grant, you are agreeing to be bound by any such clawback policy, as in effect or as may be adopted and/or modified from time to time by Moody's in its discretion.

Nature of the Grant

In accepting the grant, you acknowledge, understand and agree that:

- (1) the Plan is established voluntarily by Moody's, it is discretionary in nature and it may be modified, amended, suspended or terminated by Moody's at any time, to the extent permitted by the Plan;
- (2) the grant of the option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future option grants, or benefits in lieu of options, even if options have been granted in the past;
- (3) all decisions with respect to future option or other grants, if any, will be at the sole discretion of Moody's;
- (4) the option grant and your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with Moody's, your employer or any Subsidiary or Affiliate of Moody's and shall not interfere with the ability of Moody's, your employer or any Subsidiary or Affiliate of Moody's, as applicable, to terminate your employment or service relationship (if any);

- (5) you are voluntarily participating in the Plan;
- (6) the option and the shares subject to the option do not constitute and are not intended to replace any pension rights or compensation;
- (7) the option and the shares subject to the option, and the income and value of same, do not constitute and are not part of normal or expected compensation, salary, remuneration or wages for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;
- (8) the future value of the underlying shares is unknown, indeterminable and cannot be predicted with certainty;
- (9) if the underlying shares do not increase in value, the options will have no value;
- (10) if you exercise your options and obtain shares, the value of those shares acquired upon exercise may increase or decrease in value, even below the fixed exercise price;
- (11) unless otherwise agreed with Moody's, the option and the shares subject to the option, and the income and value of same, are not granted as consideration for, or in connection with, the service you may provide as a director of a Subsidiary or Affiliate of Moody's;
- (12) unless otherwise provided in the Plan or by Moody's in its discretion, your option and the benefits evidenced by this letter do not create any entitlement to have your options or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares; and
- (13) in addition to paragraphs (1) through (12) above, the following provisions shall also apply to you if you are employed outside the United States:
- (a) no claim or entitlement to compensation or damages, including pro-rated compensation or damages, shall arise from forfeiture of the options or termination of your right to exercise the options or the recoupment of any shares acquired under the Plan resulting from (i) your Termination of Employment (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any) and/or (ii) the application of any recoupment policy or any recovery or clawback policy otherwise required by applicable laws. In consideration of the grant of the options to which you are otherwise not entitled, you irrevocably agree never to institute any claim against Moody's, any of its Subsidiaries and Affiliates or your employer, waive your ability, if any, to bring such a claim, and release Moody's, its Subsidiaries and Affiliates and your employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim;
- (b) your options and the shares subject to your options are not part of normal or expected compensation or salary for any purpose; and
- (c) neither your employer nor Moody's (nor any of its Subsidiaries or Affiliates) shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of your option grant or any amounts due to you pursuant to the exercise of the option or the subsequent sale of shares acquired upon exercise.

No Advice Regarding Grant

Moody's is not providing any tax, legal or financial advice, nor is Moody's making any recommendations regarding your participation in the Plan or your acquisition or sale of the underlying shares. You are advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

Responsibility for Taxes

You acknowledge that, regardless of any action taken by Moody's or, if different, your employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable or deemed applicable to you ("Tax-Related Items"), is and remains your responsibility and may exceed the amount, if any, actually withheld by Moody's or your employer. You further acknowledge that Moody's and/or your employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the option or the underlying shares, including the grant, vesting or exercise of the option, the subsequent sale of shares acquired pursuant to such exercise and the receipt of any dividends, and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the option to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that Moody's and/or your employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to Moody's and/or your employer to satisfy all Tax-Related Items. In this regard, you authorize Moody's, your employer or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (1) withholding from your wages or other cash compensation paid to you by Moody's and/or your employer; or
- (2) withholding from proceeds of the sale of whole and fractional shares acquired upon exercise either through a voluntary sale or through a mandatory sale arranged by Moody's (on your behalf pursuant to this authorization without further consent);

Moody's and/or your employer may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including the maximum rate applicable in your jurisdiction. If tax-Related Items are withheld in excess of your actual tax liability, you may receive a refund of any over-withheld amount and will have no entitlement to the shares equivalent or, if not refunded, you may seek a refund from the local tax authorities.

Finally, you shall pay to Moody's or your employer any amount of Tax-Related Items that Moody's or your employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. Moody's may refuse to deliver the shares or the proceeds from the sale of shares if you fail to comply with your obligations in connection with the Tax-Related Items.

Data Privacy Information and Consent

Moody's is located at 7 World Trade Center at 250 Greenwich Street, New York, NY, 10007, USA and grants options to employees of Moody's and its Subsidiaries and Affiliates, at its sole discretion. If you would like to participate in the Plan, please review the following information about Moody's data processing practices and declare your consent.

- a. **Data Collection and Usage.** *Moody's collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares of stock or directorships held in Moody's, and details of all options canceled, vested, exercised or outstanding in your favor, which Moody's receives from you or your employer. If Moody's offers you a grant of options under the Plan, then Moody's will collect your personal data for purposes of allocating shares and implementing, administering and managing the Plan. Moody's legal basis for the processing of your personal data will be your consent.*
- b. **Stock Plan Administration Service Providers.** *Moody's transfers employee data to Fidelity, an independent service provider based in the United States which assists Moody's with the implementation, administration and management of the Plan. In the future, Moody's may select a different service provider and share your data with another company that serves in a similar manner. Moody's service provider will open an account for you to receive and trade shares. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of your ability to participate in the Plan.*
- c. **International Data Transfers.** *Moody's and its service providers are based in the United States. If you are outside the United States, you should note that your country has enacted data privacy laws that are different from the United States. Moody's legal basis for the transfer of your personal data is your consent.*
- d. **Data Retention.** *Moody's will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with applicable laws, exercise or defense of legal rights, and archiving, backup, and deletion process. When Moody's no longer needs your personal data, which will generally be seven years after you are granted options under the Plan, Moody's will remove it from its systems. If Moody's keeps data longer, it would be to satisfy legal or regulatory obligations and Moody's legal basis would be compliance with the relevant laws or regulations.*
- e. **Voluntariness and Consequences of Consent Denial or Withdrawal.** *Your participation in the Plan and your grant of consent is purely voluntary. You may deny or withdraw your consent at any time. If you do not consent, or if you withdraw your consent, you cannot participate in the Plan. This would not affect your salary as an employee or your employment; you would merely forfeit the opportunities associated with the Plan.*
- f. **Data Subject Rights.** *You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (a) to request access or copies of personal data Moody's processes, (b) rectification of incorrect data, (c) deletion of data, (d) restrictions on processing, (e) portability of data, (f) to lodge complaints with competent authorities in your country, and/or (g) a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights please contact HR Connect at HRConnect@moody.com.*

By clicking "Accept Your Grant" on the Fidelity award acceptance page, you also provide your consent to the data processing practices described in this section to the extent that such consent is required by applicable law.

Electronic Delivery and Acceptance

Moody's may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent 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 Moody's or any third party designated by Moody's.

Governing Law, Venue, Documents and Severability

This equity award is made in the state of Delaware and is governed by, and subject to, the laws of the state of Delaware applicable to contracts made and to be performed in the state of Delaware without regard to any conflicts of law provisions, as provided in the Plan, and the requirements of the New York Stock Exchange as well as the terms and conditions set forth herein.

Any and all disputes relating to, concerning or arising from this letter, or relating to, concerning or arising from the relationship between the parties evidenced by the option grant or this letter, shall be brought and heard exclusively in the United States District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts, hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

You acknowledge that you are proficient in the English language or have consulted with an advisor who is sufficiently proficient in English, so as to enable you to understand the terms and conditions of this letter and understand the provisions of the Plan. If you have received this letter or any other document related to the Plan translated into a language other than English, and if the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

The terms and conditions provided herein are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Compliance with Law

Notwithstanding any other provision of the Plan or this letter, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares, Moody's shall not be required to deliver any shares issuable upon exercise of the option prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval Moody's shall, in its absolute discretion, deem necessary or advisable. You understand that Moody's is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that Moody's shall have unilateral authority to amend the Plan and the terms of the option grant without your consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

Insider Trading Restriction/Market Abuse Laws

You may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, your country and Fidelity's (or any other stock plan service provider's) country, which may affect your ability to accept, acquire, sell or attempt to sell or otherwise dispose of shares, rights to shares (e.g., options) or rights linked to the value of shares during such times as you are considered to have "inside information" regarding Moody's (as defined by or determined under the laws in applicable jurisdictions).

Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a “need to know” basis), and (ii) “tipping” third parties or causing them otherwise to 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 Moody’s insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you are advised to speak to your personal advisor on this matter.

Foreign Asset/Account Reporting

You may have certain foreign asset and/or account reporting requirements which may affect your ability to acquire or hold shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares) in a brokerage or bank account outside your country of residence. Your country may require that you report such accounts, assets or transactions to the applicable authorities in that country.

You acknowledge that it is your responsibility to be informed of and compliant with such regulations, and you are advised to speak to your personal advisor on this matter

Appendix

Notwithstanding any provisions in this letter, the option shall be subject to any additional terms and conditions set forth in any Appendix to this letter for your country. Moreover, if you relocate to one of the countries included in the Appendix, the additional terms and conditions for such country will apply to you, to the extent Moody’s determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this letter.

Imposition of Other Requirements

Moody’s reserves the right to impose other requirements on your participation in the Plan, on the option and on any shares acquired under the Plan, to the extent Moody’s determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Waiver

You acknowledge that waiver by Moody’s of breach of any provision of this letter shall not operate or be construed as a waiver of any other provision of this letter, or of any subsequent breach by you or any other participant in the Plan.

* * *

If you have any questions regarding this one-time grant, please contact your Human Resources representative.

Sincerely,

[MOODY’S CORPORATION]

[COMPANY LETTERHEAD]

[FORM OF SPECIAL LONG-TERM INCENTIVE AWARD LETTER FOR THE AMENDED AND RESTATED 2001 MOODY'S
CORPORATION KEY EMPLOYEES' STOCK INCENTIVE PLAN]

Dear [Participant Name]:

Congratulations! I am pleased to inform you that the Board of Directors of Moody's Corporation ("Moody's", the "Company") awarded you [Quantity Granted] performance shares ("Performance Shares") on [Grant Date]. This letter outlines the key terms and conditions of your Performance Shares grant.

Your Performance Shares grant is subject to the terms and conditions of the Amended and Restated 2001 Moody's Corporation Key Employees' Stock Incentive Plan, as amended (the "Plan"). By accepting the grant, you agree to the terms and conditions as set forth in the Plan and in this grant letter, including the terms and conditions applicable to you based on your country of residence as set forth in the attached **Appendix C**. A copy of the Plan, as well as the prospectus relating to the offering of shares of Moody's stock pursuant to the Plan, is enclosed with this letter. You should read each of the Plan and the prospectus in their entirety for a better understanding of your grant. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Plan.

Moody's has engaged Fidelity Stock Plan Services, LLC ("Fidelity") as the Plan administrator. You will be provided with a Fidelity on-line brokerage account, at no cost to you, in which shares will be delivered when and to the extent that your Performance Shares vest. Once your Performance Shares are issued, you may transfer your shares to another brokerage account or leave them in your Fidelity account, subject to applicable exchange controls and/or repatriation requirements which may apply based on the country in which you work and/or reside.

Your Performance Shares grant provides you with a right to receive an equity stake in Moody's and an opportunity for long-term capital appreciation if performance measures are achieved.

Details of Your Performance Shares Grant

As a holder of Performance Shares, you have an unfunded, unsecured promise of Moody's to issue shares of Moody's common stock, par value \$0.01 per share, in the future if and to the extent that certain performance goals are achieved. The maximum number of shares that can be issued to you shall equal one hundred twenty-five percent (125%) of the number of target Performance Shares granted to you. You shall not have the rights of a shareholder, including any right to vote shares or receive dividends with respect to shares of Moody's common stock, unless and until such shares are issued pursuant to the terms of this letter at the conclusion of the performance period, as hereinafter defined. In the event of a stock split, a stock dividend or similar change in Moody's common stock, the number of your Performance Shares will be adjusted as determined by the Compensation & Human Resources Committee (the "Committee") under the Plan.

Your Performance Shares will vest, subject to your continued employment through the Vesting Date as hereinafter defined, to the extent that Moody's or one or more of its Subsidiaries or Affiliates, as applicable, achieves certain performance objectives which will be measured cumulatively over period from January 1, 2024 through December 31, 2025 (the "Performance

Period”); provided, however, that the number of Performance Shares treated as vested and the corresponding number of shares actually issued to you as a payout may be less than the number determined by the performance payment percentages (including zero), at the discretion of the Committee in accordance with the Plan. The vesting of Performance Shares on the Vesting Date will be determined by the Committee and shall be expressed as a percentage of the total number of target Performance Shares granted to you as determined pursuant to the following tables, subject to the Committee’s discretion to reduce such percentages as defined in the Plan.

The following table indicates the weight ascribed to the four performance measures, as described in **Appendix A**:

Performance Measures			
Organic Recurring Revenue	Generative AI Enablement	Moody’s Analytics (“MA”) Platform Goal	MCO Data Solutions Goal
[]%	[]%	[]%	[]%

The following table indicates the cumulative targets for the Performance Period:

Performance Share Targets			
Performance Measure	Cumulative Target for Performance Period	Cumulative Threshold for Performance Period	Maximum Performance Goal for Performance Period
Organic Recurring Revenue	\$()	\$()	\$()
Generative AI Enablement	[]	[]	[]
MA Platform Goal	[]	[]	[]
MCO Data Solutions Goal ¹	[]% Adoption	[]% Adoption	[]% Adoption

For a description of how these performance targets will be measured, please refer to **Appendix B**.

¹ The MA Platform Goal will be successfully achieved at the target level of performance if two of the common platform elements described in Appendix A are adopted by at least []% of MA’s in-scope products (in scope products are outlined in Appendix B) by the end of the Performance Period. Threshold performance for this goal will be successfully achieved if one of the common platform elements described in Appendix A is adopted by at least []% of MA’s in-scope products by the end of the Performance Period, and maximum performance will be achieved if three or more of the common platform elements described in Appendix A are adopted by at least []% of MA’s in-scope products by the end of the Performance Period.

Payout attributable to the achievement of each performance measure will be determined as follows:

Performance Goal/Achievement	Payout Percentage (of Target) for Performance Goal*
<u>Organic Recurring Revenue:</u> Less than Threshold Threshold Target Maximum or Above	 []% []% []% []%
<u>MA Platform Goal and MCO Data Solutions Goal (each measured separately):</u> Less than Threshold Threshold Target Maximum or Above	 []% []% []% []%
<u>Generative AI Enablement Goal:</u> Less than Target Target Maximum or Above	 []% []% []%

* Payout Percentages (i) for the MCO Data Solutions Goal and the Organic Recurring Revenue Goal will be determined by linear interpolation for performance between the Threshold and Target goals or between the Target and Maximum goals, and (ii) for the Generative AI Enablement Goal will be determined by linear interpolation only for performance between the Target and Maximum goals.

For purposes of the foregoing, **Appendix A** includes a description of the four performance metrics.

Immediately following the conclusion of the Performance Period, the Committee shall certify whether the performance measures were attained, the percentage of payout, if any, and the date on which your Performance Shares will vest and be issued (the "Vesting Date"). For purposes of this letter, the Vesting Date shall be the date that the Committee determines the shares will be paid, which is expected to be the first day trading day in March 2026 following the conclusion of the Performance Period (but in no event after March 15, 2026).

In the event of your Termination of Employment prior to the Vesting Date (for reasons other than your Retirement after the first anniversary of the grant of the Performance Shares or your death or Disability), you will forfeit all unvested Performance Shares. Moody's shall have the exclusive discretion to determine when your Termination of Employment occurs for purposes of your Performance Shares grant (including whether you may still be considered to be employed while on a leave of absence), subject to U.S. Internal Revenue Code Section 409A ("Code Section 409A") in the event you are a U.S. taxpayer.

In the event of your Termination of Employment by (i) Retirement after the first anniversary of the date of your Performance Shares grant hereunder or (ii) death or Disability, you shall be entitled to receive as a payout a pro rata portion of the number of shares issuable pursuant to your Performance Shares based on the number of days of your actual service during the

Performance Period, such shares to be issued after the end of the Performance Period on the originally scheduled Vesting Date set forth above but only if and to the extent that such shares would have been earned by achievement of performance measures and become issuable to you had your Termination of Employment not occurred prior to the end of the Performance Period; provided, however, that the number of shares actually issued to you may be less than the number determined by the performance payout percentage (including zero), at the discretion of the Committee.

In the event of a Change in Control, shares or, in the discretion of the Committee, cash equal to the fair market value of the shares as of immediately prior to the Change in Control, shall be issued in satisfaction of your Performance Shares immediately prior to the Change in Control as if the performance measures for the Performance Period had been achieved at 100% of Target.

Compliance with Stock Ownership Guidelines

As a holder of Performance Shares, you are subject to Moody's stock ownership guidelines. You should familiarize yourself with these guidelines, as you are solely responsible for ensuring compliance thereto. To request a copy of the guidelines, please contact your Human Resources representative.

Transferability of Performance Shares

Your Performance Shares may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by you otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance will be void and unenforceable against Moody's.

Repayment/Forfeiture

Any payments or benefits you may receive hereunder shall be subject to repayment or forfeiture in accordance with any clawback policy adopted by Moody's. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with Moody's. By accepting this grant, you are agreeing to be bound by any such clawback policy, as in effect or as may be adopted and/or modified from time to time by Moody's in its discretion.

Nature of the Grant

In accepting the grant, you acknowledge, understand and agree that:

- (1) the Plan is established voluntarily by Moody's, it is discretionary in nature and it may be modified, amended, suspended or terminated by Moody's at any time, to the extent permitted by the Plan;
 - (2) the Performance Shares grant is exceptional, voluntary and occasional and does not create any contractual or other right to receive future performance shares grants, or benefits in lieu of performance shares, even if performance shares have been granted in the past;
 - (3) all decisions with respect to future performance shares or other grants, if any, will be at the sole discretion of Moody's;
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(4) the grant of Performance Shares and your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with Moody's, your employer or any Subsidiary or Affiliate of Moody's and shall not interfere with the ability of your employer or any Subsidiary or Affiliate of Moody's, as applicable, to terminate your employment or service relationship (if any);

(5) you are voluntarily participating in the Plan;

(6) the Performance Shares grant and the shares subject to the Performance Shares do not constitute and are not intended to replace any pension rights or compensation;

(7) the Performance Shares grant and the shares subject to the Performance Shares, and the income and value of same, do not constitute and are not part of normal or expected compensation, salary, remuneration or wages for purposes of calculating any severance, resignation, termination, redundancy, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement benefits or similar mandatory payments;

(8) the future value of the underlying shares is unknown, indeterminable and cannot be predicted with certainty;

(9) unless otherwise agreed with Moody's, the Performance Shares grant and the shares subject to the Performance Shares, and the income and value of same, are not granted as consideration for, or in connection with, the service you may provide as a director of a Subsidiary or Affiliate of Moody's; and

(10) in addition to paragraphs (1) through (9) above, the following provisions will also apply to you if you are employed outside the United States:

(a) the Performance Shares and the shares subject to the Performance Shares are not part of normal or expected compensation or salary for any purpose;

(b) no claim or entitlement to compensation or damages, including pro-rated compensation or damages, shall arise from forfeiture of the Performance Shares or the recoupment of any shares acquired under the Plan resulting from your (i) Termination of Employment (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any) and/or (ii) the application of any recoupment policy or any recovery or clawback policy otherwise required by applicable laws. In consideration of the grant of Performance Shares to which you are otherwise not entitled, you irrevocably agree never to institute any claim against Moody's, its Subsidiaries or Affiliates and your employer, waive your ability, if any, to bring such a claim, and release Moody's, its Subsidiaries or Affiliates and your employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(c) neither your employer nor Moody's (nor any of its Subsidiaries or Affiliates) shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of your Performance Shares or any amounts due to you pursuant to the settlement of your Performance Shares or the subsequent sale of shares acquired upon settlement.

No Advice Regarding Grant

Moody's is not providing any tax, legal or financial advice, nor is Moody's making any recommendations regarding your participation in the Plan or your acquisition or sale of the underlying shares. You are advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

Responsibility for Taxes

You acknowledge that regardless of any action taken by Moody's or, if different, your employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable or deemed applicable to you ("Tax-Related Items"), is and remains your responsibility and may exceed the amount, if any, actually withheld by Moody's or your employer. You further acknowledge that Moody's and/or your employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of your Performance Shares grant or the underlying shares, including the grant vesting or settlement of your Performance Shares, the subsequent sale of shares acquired pursuant to such settlement and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of your Performance Shares to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that Moody's and/or your employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to Moody's and/or your employer to satisfy all Tax-Related Items. In this regard, you authorize Moody's or its agent to satisfy the obligations with regard to all Tax-Related Items by withholding in whole and fractional shares to be issued upon settlement of your Performance Shares. In the event that such withholding in shares is problematic under applicable tax or securities law or has materially adverse accounting consequences, by your acceptance of your Performance Shares, you authorize and direct Moody's and any brokerage firm determined acceptable to Moody's to sell on your behalf a whole and fractional number of shares from those shares issuable to you as Moody's determines to be appropriate to generate cash proceeds sufficient to satisfy the obligation for Tax-Related Items.

Moody's and/or your employer may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including the maximum rate applicable in your jurisdiction. If Tax-Related Items are withheld in excess of your actual tax liability, you may receive a refund of any over-withheld amount and will have no entitlement to the shares equivalent or, if not refunded, you may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in whole and fractional shares, for tax purposes, you will be deemed to have been issued the full number of shares subject to your Performance Shares that have been earned by achievement of performance goals hereunder, notwithstanding that a number of the shares are withheld solely for the purpose of paying the Tax-Related Items.

Finally, you shall pay to Moody's or your employer, including through withholding from your wages or other cash compensation payable to you, any amount of Tax-Related Items that Moody's or your employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. Moody's may refuse to deliver the

shares or the proceeds from your Performance Shares award if you fail to comply with your obligations in connection with the Tax-Related Items.

Code Section 409A

For purposes of U.S. taxpayers, the provisions of this grant of Performance Shares are intended to either be exempt from Section 409A of the Code under the “short-term deferral” exception or comply with Section 409A of the Code, and the provisions of this grant will be interpreted, operated and administered in a manner that is consistent with this intent. In furtherance of this intent, the Committee may, at any time and without your consent, modify the terms of this grant as it determines appropriate to comply with the requirements of Section 409A of the Code and the related U.S. Department of Treasury guidance. Moody’s makes no representation or covenant to ensure that your Performance Shares or other payment hereunder are exempt from or compliant with Section 409A of the Code, and will have no liability to you or any other party if your Performance Shares or other payment hereunder that is intended to be exempt from, or compliant with, Section 409A of the Code, is not so exempt or compliant or for any action taken by the Committee with respect thereto.

Data Privacy Information and Consent

Moody’s is located at 7 World Trade Center at 250 Greenwich Street, New York, NY, 10007, USA and grants Performance Shares to employees of Moody’s and its Subsidiaries and Affiliates, at its sole discretion. If you would like to participate in the Plan, please review the following information about Moody’s data processing practices and declare your consent.

- a. Data Collection and Usage. Moody’s collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares of stock or directorships held in Moody’s, and details of all Performance Shares canceled, vested, or outstanding in your favor, which Moody’s receives from you or your employer. If Moody’s offers you a grant of Performance Shares under the Plan, then Moody’s will collect your personal data for purposes of allocating shares and implementing, administering and managing the Plan. Moody’s legal basis for the processing of your personal data will be your consent.***
 - b. Stock Plan Administration Service Providers. Moody’s transfers employee data to Fidelity, an independent service provider based in the United States which assists Moody’s with the implementation, administration and management of the Plan. In the future, Moody’s may select a different service provider and share your data with another company that serves in a similar manner. Moody’s service provider will open an account for you to receive and trade shares. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of your ability to participate in the Plan.***
 - c. International Data Transfers. Moody’s and its service providers are based in the United States. If you are outside the United States, you should note that your country has enacted data privacy laws that are different from the United States. Moody’s legal basis for the transfer of your personal data is your consent.***
 - d. Data Retention. Moody’s will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with applicable laws, exercise or defense of legal rights, and archiving, backup, and deletion processes. When Moody’s no longer needs your personal data, which will generally be seven years after you are granted Performance Shares under the Plan, Moody’s will remove it from its systems. If***
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Moody's keeps data longer, it would be to satisfy legal or regulatory obligations and Moody's legal basis would be compliance with the relevant laws or regulations.

- e. Voluntariness and Consequences of Consent Denial or Withdrawal. Your participation in the Plan and your grant of consent is purely voluntary. You may deny or withdraw your consent at any time. If you do not consent, or if you withdraw your consent, you cannot participate in the Plan. This would not affect your salary as an employee or your employment; you would merely forfeit the opportunities associated with the Plan.**
- f. Data Subject Rights. You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (a) to request access or copies of personal data Moody's processes, (b) rectification of incorrect data, (c) deletion of data, (d) restrictions on processing, (e) portability of data, (f) to lodge complaints with competent authorities in your country, and/or (g) a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights please contact HR Connect at HRConnect@moody.com.**

By clicking "Accept Your Grant" on the Fidelity award acceptance page, you also provide your consent to the data processing practices described in this section to the extent that such consent is required by applicable law.

Electronic Delivery and Acceptance

Moody's may, in its sole discretion, decide to deliver by electronic means any documents related to current or future participation in the Plan. You hereby consent 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 Moody's or any third party designated by Moody's.

Governing Law, Venue, Documents and Severability

Your Performance Shares grant is made in the state of Delaware and is governed by, and subject to, the laws of the state of Delaware, applicable to contracts made and to be performed in the state of Delaware without reference to its conflicts of laws principles, and the requirements of the New York Stock Exchange as well as the terms and conditions set forth herein.

Any and all disputes relating to, concerning or arising from this letter, or relating to, concerning or arising from the relationship between the parties evidenced by your Performance Shares or this letter, shall be brought and heard exclusively in the United States District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts, hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

You acknowledge that you are proficient in the English language or have consulted with an advisor who is sufficiently proficient in English, so as to enable you to understand the terms and conditions of this letter and understand the provisions of the Plan. If you have received this letter or any other document related to the Plan translated into a language other than English, and if the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

The terms and conditions provided herein are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Compliance with Law

Notwithstanding any other provision of the Plan or this letter, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares, Moody's shall not be required to deliver any shares issuable upon settlement of your Performance Shares prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval Moody's shall, in its absolute discretion, deem necessary or advisable. You understand that Moody's is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that Moody's shall have unilateral authority to amend the Plan and the terms of your Performance Shares without your consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

Insider Trading Restriction/Market Abuse Laws

You may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, your country and Fidelity's (or any other stock plan service provider's) country, which may affect your ability to accept, acquire, sell or attempt to sell or otherwise dispose of shares, rights to shares (e.g., Performance Shares) or rights linked to the value of shares (e.g., dividend equivalents) during such times as you are considered to have "inside information" regarding Moody's (as defined by or determined under the laws in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis), and (ii) "tipping" third parties or causing them otherwise to 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 Moody's insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you are advised to speak to your personal advisor on this matter.

Foreign Asset/Account Reporting

You may have certain foreign asset and/or account reporting requirements which may affect your ability to acquire or hold shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares) in a brokerage or bank account outside your country of residence. Your country may require that you report such accounts, assets or transactions to the applicable authorities in that country.

You acknowledge that it is your responsibility to be informed of and compliant with such regulations, and you are advised to speak to your personal advisor on this matter.

Appendix C

Notwithstanding any provisions in this letter, your Performance Shares grant shall be subject to any additional terms and conditions set forth for your country in **Appendix C** to this letter for your country. Moreover, if you relocate to one of the countries included in the **Appendix C**, the additional terms and conditions for such country will apply to you, to the extent Moody's determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The **Appendix C** constitutes part of this letter.

Imposition of Other Requirements

Moody's reserves the right to impose other requirements on your participation in the Plan, on your Performance Shares and on any shares acquired pursuant to your Performance Shares, to the extent Moody's determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Waiver

You acknowledge that waiver by Moody's of breach of any provision of this letter shall not operate or be construed as a waiver of any other provision of this letter, or of any subsequent breach by you or any other participant in the Plan.

* * *

If you have any questions regarding this one-time grant, please contact your Human Resources representative.

Sincerely,

[MOODY'S CORPORATION]

[COMPANY LETTERHEAD]

[FORM OF MOODY'S INVESTORS SERVICE, INC. STRATEGIC INCENTIVE AWARD LETTER FOR THE AMENDED AND RESTATED 2001 MOODY'S CORPORATION KEY EMPLOYEES' STOCK INCENTIVE PLAN]

Dear [Participant Name]:

Congratulations! I am pleased to inform you that the Board of Directors of Moody's Corporation ("Moody's") awarded you [Quantity Granted] performance shares ("Performance Shares") on [Grant Date]. This letter outlines the key terms and conditions of your Performance Shares grant.

Your Performance Shares grant is subject to the terms and conditions of the Amended and Restated 2001 Moody's Corporation Key Employees' Stock Incentive Plan, as amended (the "Plan"). By accepting the grant, you agree to the terms and conditions as set forth in the Plan and in this grant letter, including the terms and conditions applicable to you based on your country of residence as set forth in the attached Appendix. A copy of the Plan, as well as the prospectus relating to the offering of shares of Moody's stock pursuant to the Plan, is enclosed with this letter. You should read each of the Plan and the prospectus in their entirety for a better understanding of your grant. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Plan.

Moody's has engaged Fidelity Stock Plan Services, LLC ("Fidelity") as the Plan administrator. You will be provided with a Fidelity on-line brokerage account, at no cost to you, in which shares will be delivered when and to the extent that your Performance Shares vest. Once your Performance Shares are issued, you may transfer your shares to another brokerage account or leave them in your Fidelity account, subject to applicable exchange controls and/or repatriation requirements which may apply based on the country in which you work and/or reside.

Your Performance Shares grant provides you with a right to receive an equity stake in Moody's and an opportunity for long-term capital appreciation if performance measures are achieved.

Details of Your Performance Shares Grant

As a holder of Performance Shares, you have an unfunded, unsecured promise of Moody's to issue shares of Moody's common stock, par value \$0.01 per share, in the future if and to the extent that certain performance goals are achieved. The maximum number of shares that can be issued to you shall equal two hundred percent (200%) of the number of target Performance Shares granted to you. You shall not have the rights of a shareholder, including any right to vote shares or receive dividends with respect to shares of Moody's common stock, unless and until such shares are issued pursuant to the terms of this letter at the conclusion of the performance period, as hereinafter defined. In the event of a stock split, a stock dividend or similar change in Moody's common stock, the number of your Performance Shares will be adjusted as determined by the Compensation & Human Resources Committee (the "Committee") under the Plan.

Your Performance Shares will vest, subject to your continued employment through the Vesting Date as hereinafter defined, to the extent that Moody's or one or more of its Subsidiaries or Affiliates, as applicable, achieves certain performance objectives by the end of the performance period from January 1, 2024 through December 31, 2027 (the "Performance Period"), as described below; provided, however, that the number of Performance Shares treated as vested and the corresponding number of shares actually issued to you as a payout may be less than the number determined by the performance payment percentages (including zero), at the discretion of the Committee in accordance with the Plan.

The vesting of Performance Shares on the Vesting Date will be determined by the Committee and shall be expressed as a percentage of the total number of target Performance Shares granted to you, equal the product of the applicable percentage from the Adjusted Operating Margin Table below, subject to the Committee's discretion to reduce such percentages as defined in the Plan.

Adjusted Operating Margin Table	
Adjusted Operating Margin (Average of calendar years 2026 and 2027)	Vesting Percentage
Below []%	[]%
Equal or more than []% and equal or less than []%	[]%
More than []% and less than []%	[]%
Equal or more than []% and less than []%	[]%
[]% or more	[]%

The following definitions apply for purposes of the foregoing:

- "Adjusted Operating Margin" means the average of the adjusted operating margin, as defined in the Company's Annual Report on Form 10-K for the applicable year, of Moody's Investors Services for calendar years 2026 and 2027.

Immediately following the conclusion of the Performance Period, the Committee shall certify whether the performance measures were attained, the percentage of payout, if any, and the date on which your Performance Shares will vest and be issued (the "Vesting Date"). For purposes of this letter, the Vesting Date shall be March 1, 2028.

In the event of your Termination of Employment prior to the Vesting Date (for reasons other than your Retirement after the first anniversary of the grant of the Performance Shares or your death or Disability), you will forfeit all unvested Performance Shares. Moody's shall have the exclusive discretion to determine when your Termination of Employment occurs for purposes of your Performance Shares grant (including whether you may still be considered to be employed while on a leave of absence), subject to U.S. Internal Revenue Code Section 409A ("Code Section 409A") in the event you are a U.S. taxpayer.

In the event of your Termination of Employment by (i) Retirement after the first anniversary of the date of your Performance Shares grant hereunder or (ii) death or Disability, you shall be entitled to receive as a payout a pro rata portion of the number of shares issuable pursuant to your Performance Shares based on the number of days of your actual service during the Performance Period, such shares to be issued after the end of the Performance Period on the originally scheduled Vesting Date set forth above but only if and to the extent that such shares would have been earned by achievement of performance measures and become issuable to you had your Termination of Employment not occurred prior to the end of the Performance Period; provided, however, that the number of shares actually issued to you may be less than the number determined by the performance payout percentage (including zero), at the discretion of the Committee.

In the event of a Change in Control, shares or, in the discretion of the Committee, cash equal to the fair market value of the shares as of immediately prior to the Change in Control, shall be issued in satisfaction of your

Performance Shares immediately prior to the Change in Control as if the performance measures for the Performance Period had been achieved at 100% of Target.

Compliance with Stock Ownership Guidelines

As a holder of Performance Shares, you are subject to Moody's stock ownership guidelines. You should familiarize yourself with these guidelines, as you are solely responsible for ensuring compliance thereto. To request a copy of the guidelines, please contact your Human Resources representative.

Transferability of Performance Shares

Your Performance Shares may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by you otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance will be void and unenforceable against Moody's.

Repayment/Forfeiture

Any payments or benefits you may receive hereunder shall be subject to repayment or forfeiture in accordance with any clawback policy adopted by Moody's. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with Moody's. By accepting this grant, you are agreeing to be bound by any such clawback policy, as in effect or as may be adopted and/or modified from time to time by Moody's in its discretion.

Nature of the Grant

In accepting the grant, you acknowledge, understand and agree that:

- (1) the Plan is established voluntarily by Moody's, it is discretionary in nature and it may be modified, amended, suspended or terminated by Moody's at any time, to the extent permitted by the Plan;
- (2) the Performance Shares grant is exceptional, voluntary and occasional and does not create any contractual or other right to receive future performance shares grants, or benefits in lieu of performance shares, even if performance shares have been granted in the past;
- (3) all decisions with respect to future performance shares or other grants, if any, will be at the sole discretion of Moody's;
- (4) the grant of Performance Shares and your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with Moody's, your employer or any Subsidiary or Affiliate of Moody's and shall not interfere with the ability of your employer or any Subsidiary or Affiliate of Moody's, as applicable, to terminate your employment or service relationship (if any);
- (5) you are voluntarily participating in the Plan;
- (6) the Performance Shares grant and the shares subject to the Performance Shares do not constitute and are not intended to replace any pension rights or compensation;
- (7) the Performance Shares grant and the shares subject to the Performance Shares, and the income and value of same, do not constitute and are not part of normal or expected compensation, salary, remuneration or wages for purposes of calculating any severance, resignation, termination, redundancy, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement benefits or similar mandatory payments;

(8) the future value of the underlying shares is unknown, indeterminable and cannot be predicted with certainty;

(9) unless otherwise agreed with Moody's, the Performance Shares grant and the shares subject to the Performance Shares, and the income and value of same, are not granted as consideration for, or in connection with, the service you may provide as a director of a Subsidiary or Affiliate of Moody's; and

(10) in addition to paragraphs (1) through (9) above, the following provisions will also apply to you if you are employed outside the United States:

(a) the Performance Shares and the shares subject to the Performance Shares are not part of normal or expected compensation or salary for any purpose;

(b) no claim or entitlement to compensation or damages, including pro-rated compensation or damages, shall arise from forfeiture of the Performance Shares or the recoupment of any shares acquired under the Plan resulting from your (i) Termination of Employment (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any) and/or (ii) the application of any recoupment policy or any recovery or clawback policy otherwise required by applicable laws. In consideration of the grant of Performance Shares to which you are otherwise not entitled, you irrevocably agree never to institute any claim against Moody's, its Subsidiaries or Affiliates and your employer, waive your ability, if any, to bring such a claim, and release Moody's, its Subsidiaries or Affiliates and your employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(c) neither your employer nor Moody's (nor any of its Subsidiaries or Affiliates) shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of your Performance Shares or any amounts due to you pursuant to the settlement of your Performance Shares or the subsequent sale of shares acquired upon settlement.

No Advice Regarding Grant

Moody's is not providing any tax, legal or financial advice, nor is Moody's making any recommendations regarding your participation in the Plan or your acquisition or sale of the underlying shares. You are advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

Responsibility for Taxes

You acknowledge that regardless of any action taken by Moody's or, if different, your employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable or deemed applicable to you ("Tax-Related Items"), is and remains your responsibility and may exceed the amount, if any, actually withheld by Moody's or your employer. You further acknowledge that Moody's and/or your employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of your Performance Shares grant or the underlying shares, including the grant vesting or settlement of your Performance Shares, the subsequent sale of shares acquired pursuant to such settlement and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of your Performance Shares to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that

Moody's and/or your employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to Moody's and/or your employer to satisfy all Tax-Related Items. In this regard, you authorize Moody's or its agent to satisfy the obligations with regard to all Tax-Related Items by withholding in whole and fractional shares to be issued upon settlement of your Performance Shares. In the event that such withholding in shares is problematic under applicable tax or securities law or has materially adverse accounting consequences, by your acceptance of your Performance Shares, you authorize and direct Moody's and any brokerage firm determined acceptable to Moody's to sell on your behalf a whole and fractional number of shares from those shares issuable to you as Moody's determines to be appropriate to generate cash proceeds sufficient to satisfy the obligation for Tax-Related Items.

Moody's and/or your employer may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including the maximum rate applicable in your jurisdiction. If Tax-Related Items are withheld in excess of your actual tax liability, you may receive a refund of any over-withheld amount and will have no entitlement to the shares equivalent or, if not refunded, you may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in whole and fractional shares, for tax purposes, you will be deemed to have been issued the full number of shares subject to your Performance Shares that have been earned by achievement of performance goals hereunder, notwithstanding that a number of the shares are withheld solely for the purpose of paying the Tax-Related Items.

Finally, you shall pay to Moody's or your employer, including through withholding from your wages or other cash compensation payable to you, any amount of Tax-Related Items that Moody's or your employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. Moody's may refuse to deliver the shares or the proceeds from your Performance Shares award if you fail to comply with your obligations in connection with the Tax-Related Items.

Code Section 409A

For purposes of U.S. taxpayers, the provisions of this grant of Performance Shares are intended to either be exempt from Section 409A of the Code under the "short-term deferral" exception or comply with Section 409A of the Code, and the provisions of this grant will be interpreted, operated and administered in a manner that is consistent with this intent. In furtherance of this intent, the Committee may, at any time and without your consent, modify the terms of this grant as it determines appropriate to comply with the requirements of Section 409A of the Code and the related U.S. Department of Treasury guidance. Moody's makes no representation or covenant to ensure that your Performance Shares or other payment hereunder are exempt from or compliant with Section 409A of the Code, and will have no liability to you or any other party if your Performance Shares or other payment hereunder that is intended to be exempt from, or compliant with, Section 409A of the Code, is not so exempt or compliant or for any action taken by the Committee with respect thereto.

Data Privacy Information and Consent

Moody's is located at 7 World Trade Center at 250 Greenwich Street, New York, NY, 10007, USA and grants Performance Shares to employees of Moody's and its Subsidiaries and Affiliates, at its sole discretion. If you would like to participate in the Plan, please review the following information about Moody's data processing practices and declare your consent.

- a. ***Data Collection and Usage.*** *Moody's collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares of stock or directorships held in Moody's, and details of all Performance Shares canceled, vested, or outstanding in your favor, which Moody's receives from*

you or your employer. If Moody's offers you a grant of Performance Shares under the Plan, then Moody's will collect your personal data for purposes of allocating shares and implementing, administering and managing the Plan. Moody's legal basis for the processing of your personal data will be your consent.

- b. Stock Plan Administration Service Providers. Moody's transfers employee data to Fidelity, an independent service provider based in the United States which assists Moody's with the implementation, administration and management of the Plan. In the future, Moody's may select a different service provider and share your data with another company that serves in a similar manner. Moody's service provider will open an account for you to receive and trade shares. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of your ability to participate in the Plan.***
- c. International Data Transfers. Moody's and its service providers are based in the United States. If you are outside the United States, you should note that your country has enacted data privacy laws that are different from the United States. Moody's legal basis for the transfer of your personal data is your consent.***
- d. Data Retention. Moody's will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with applicable laws, exercise or defense of legal rights, and archiving, backup, and deletion processes. When Moody's no longer needs your personal data, which will generally be seven years after you are granted Performance Shares under the Plan, Moody's will remove it from its systems. If Moody's keeps data longer, it would be to satisfy legal or regulatory obligations and Moody's legal basis would be compliance with the relevant laws or regulations.***
- e. Voluntariness and Consequences of Consent Denial or Withdrawal. Your participation in the Plan and your grant of consent is purely voluntary. You may deny or withdraw your consent at any time. If you do not consent, or if you withdraw your consent, you cannot participate in the Plan. This would not affect your salary as an employee or your employment; you would merely forfeit the opportunities associated with the Plan.***
- f. Data Subject Rights. You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (a) to request access or copies of personal data Moody's processes, (b) rectification of incorrect data, (c) deletion of data, (d) restrictions on processing, (e) portability of data, (f) to lodge complaints with competent authorities in your country, and/or (g) a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights please contact HR Connect at HRConnect@moodyys.com.***

By clicking "Accept Your Grant" on the Fidelity award acceptance page, you also provide your consent to the data processing practices described in this section to the extent that such consent is required by applicable law.

Electronic Delivery and Acceptance

Moody's may, in its sole discretion, decide to deliver by electronic means any documents related to current or future participation in the Plan. You hereby consent 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 Moody's or any third party designated by Moody's.

Governing Law, Venue, Documents and Severability

Your Performance Shares grant is made in the state of Delaware and is governed by, and subject to, the laws of the state of Delaware, applicable to contracts made and to be performed in the state of Delaware without reference to its conflicts of laws principles, and the requirements of the New York Stock Exchange as well as the terms and conditions set forth herein.

Any and all disputes relating to, concerning or arising from this letter, or relating to, concerning or arising from the relationship between the parties evidenced by your Performance Shares or this letter, shall be brought and heard exclusively in the United States District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts, hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

You acknowledge that you are proficient in the English language or have consulted with an advisor who is sufficiently proficient in English, so as to enable you to understand the terms and conditions of this letter and understand the provisions of the Plan. If you have received this letter or any other document related to the Plan translated into a language other than English, and if the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

The terms and conditions provided herein are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Compliance with Law

Notwithstanding any other provision of the Plan or this letter, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares, Moody's shall not be required to deliver any shares issuable upon settlement of your Performance Shares prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval Moody's shall, in its absolute discretion, deem necessary or advisable. You understand that Moody's is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that Moody's shall have unilateral authority to amend the Plan and the terms of your Performance Shares without your consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

Insider Trading Restriction/Market Abuse Laws

You may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, your country and Fidelity's (or any other stock plan service provider's) country, which may affect your ability to accept, acquire, sell or attempt to sell or otherwise dispose of shares, rights to shares (e.g., Performance Shares) or rights linked to the value of shares (e.g., dividend equivalents) during such times as you are considered to have "inside information" regarding Moody's (as defined by or determined under the laws in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis), and (ii) "tipping" third parties or causing them otherwise to 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 Moody's insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you are advised to speak to your personal advisor on this matter.

Foreign Asset/Account Reporting

You may have certain foreign asset and/or account reporting requirements which may affect your ability to acquire or hold shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares) in a brokerage or bank account outside your country of residence. Your country may require that you report such accounts, assets or transactions to the applicable authorities in that country.

You acknowledge that it is your responsibility to be informed of and compliant with such regulations, and you are advised to speak to your personal advisor on this matter.

Appendix

Notwithstanding any provisions in this letter, your Performance Shares grant shall be subject to any additional terms and conditions set forth for your country in any Appendix to this letter for your country. Moreover, if you relocate to one of the countries included in the Appendix, the additional terms and conditions for such country will apply to you, to the extent Moody's determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this letter.

Imposition of Other Requirements

Moody's reserves the right to impose other requirements on your participation in the Plan, on your Performance Shares and on any shares acquired pursuant to your Performance Shares, to the extent Moody's determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Waiver

You acknowledge that waiver by Moody's of breach of any provision of this letter shall not operate or be construed as a waiver of any other provision of this letter, or of any subsequent breach by you or any other participant in the Plan.

* * *

If you have any questions regarding this one-time grant, please contact your Human Resources representative.

Sincerely,

[MOODY'S CORPORATION]

[COMPANY LETTERHEAD]

[FORM OF MOODY'S ANALYTICS, INC. STRATEGIC INCENTIVE AWARD LETTER FOR THE AMENDED AND RESTATED 2001 MOODY'S CORPORATION
KEY EMPLOYEES' STOCK INCENTIVE PLAN]

Dear [Participant Name]:

Congratulations! I am pleased to inform you that the Board of Directors of Moody's Corporation ("Moody's") awarded you [Quantity Granted] performance shares ("Performance Shares") on [Grant Date]. This letter outlines the key terms and conditions of your Performance Shares grant.

Your Performance Shares grant is subject to the terms and conditions of the Amended and Restated 2001 Moody's Corporation Key Employees' Stock Incentive Plan, as amended (the "Plan"). By accepting the grant, you agree to the terms and conditions as set forth in the Plan and in this grant letter, including the terms and conditions applicable to you based on your country of residence as set forth in the attached Appendix. A copy of the Plan, as well as the prospectus relating to the offering of shares of Moody's stock pursuant to the Plan, is enclosed with this letter. You should read each of the Plan and the prospectus in their entirety for a better understanding of your grant. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Plan.

Moody's has engaged Fidelity Stock Plan Services, LLC ("Fidelity") as the Plan administrator. You will be provided with a Fidelity on-line brokerage account, at no cost to you, in which shares will be delivered when and to the extent that your Performance Shares vest. Once your Performance Shares are issued, you may transfer your shares to another brokerage account or leave them in your Fidelity account, subject to applicable exchange controls and/or repatriation requirements which may apply based on the country in which you work and/or reside.

Your Performance Shares grant provides you with a right to receive an equity stake in Moody's and an opportunity for long-term capital appreciation if performance measures are achieved.

Details of Your Performance Shares Grant

As a holder of Performance Shares, you have an unfunded, unsecured promise of Moody's to issue shares of Moody's common stock, par value \$0.01 per share, in the future if and to the extent that certain performance goals are achieved. The maximum number of shares that can be issued to you shall equal two hundred percent (200%) of the number of target Performance Shares granted to you. You shall not have the rights of a shareholder, including any right to vote shares or receive dividends with respect to shares of Moody's common stock, unless and until such shares are issued pursuant to the terms of this letter at the conclusion of the performance period, as hereinafter defined. In the event of a stock split, a stock dividend or similar change in Moody's common stock, the number of your Performance Shares will be adjusted as determined by the Compensation & Human Resources Committee (the "Committee") under the Plan.

Your Performance Shares will vest, subject to your continued employment through the Vesting Date as hereinafter defined, to the extent that Moody's or one or more of its Subsidiaries or Affiliates, as applicable, achieves certain performance objectives by the end of the performance period from January 1, 2024 through December 31, 2027 (the "Performance Period"); as described below; provided, however, that the number of Performance Shares treated as vested and the corresponding number of shares actually issued to you as a payout

may be less than the number determined by the performance payment percentages (including zero), at the discretion of the Committee in accordance with the Plan.

The vesting of Performance Shares on the Vesting Date will be determined by the Committee and shall be expressed as a percentage of the total number of target Performance Shares granted to you, equal the product of (i) the applicable percentage from the 5-Year Annualized Recurring Revenue Compound Annual Growth Rate as of December 31, 2027 ("5-Year ARR CAGR") Table below, multiplied by (ii) the applicable percentage from the Adjusted Operating Margin Table ("Modifier") below, subject to the Committee's discretion to reduce such percentages as defined in the Plan.

5-Year ARR CAGR Table	
5-Year ARR CAGR ⁽¹⁾	Vesting Percentage ⁽²⁾
Less than []%	[]%
[]%	[]%
[]%	[]%
[]%	[]%

(1) ARR values to be calculated using currency rates set for the 2027 operating budget.

(2) Vesting Percentage will be determined by linear interpolation for performance between goals set forth above (e.g., it would be []% for 5-Year ARR CAGR of []%).

Adjusted Operating Margin Table	
Adjusted Operating Margin (Average of calendar years 2026 and 2027)	Modifier to Vesting
[]% or less	[]%
More than []% and less than []%	[]%
Equal or more than []% and less than []%	[]%
Equal or more than []% and less than []%	[]%
[]% or more	[]%

The following definitions apply for purposes of the foregoing:

- “5-Year ARR CAGR ” calculated using ARR, as defined in the Company’s Annual Report on Form 10-K (the “Form 10-K”) for the applicable year, for Moody’s Analytics as of December 31, 2027; excluding the ARR related to the recurring revenue contracts obtained by the Company through an acquisition(s) on their respective acquisition date(s) during the Performance Period; but includes any increases or decreases in recurring revenue contracts after the acquisition date(s). The 5-Year ARR CAGR shall be calculated with a base year of December 31, 2022.
- “Adjusted Operating Margin” means the average of the adjusted operating margin, as defined in the Form 10-K for the applicable year, of Moody’s Analytics for calendar years 2026 and 2027.

Immediately following the conclusion of the Performance Period, the Committee shall certify whether the performance measures were attained, the percentage of payout, if any, and the date on which your Performance Shares will vest and be issued (the “Vesting Date”). For purposes of this letter, the Vesting Date shall be March 1, 2028.

In the event of your Termination of Employment prior to the Vesting Date (for reasons other than your Retirement after the first anniversary of the grant of the Performance Shares or your death or Disability), you will forfeit all unvested Performance Shares. Moody’s shall have the exclusive discretion to determine when your Termination of Employment occurs for purposes of your Performance Shares grant (including whether you may still be considered to be employed while on a leave of absence), subject to U.S. Internal Revenue Code Section 409A (“Code Section 409A”) in the event you are a U.S. taxpayer.

In the event of your Termination of Employment by (i) Retirement after the first anniversary of the date of your Performance Shares grant hereunder or (ii) death or Disability, you shall be entitled to receive as a payout a pro rata portion of the number of shares issuable pursuant to your Performance Shares based on the number of days of your actual service during the Performance Period, such shares to be issued after the end of the Performance Period on the originally scheduled Vesting Date set forth above but only if and to the extent that such shares would have been earned by achievement of performance measures and become issuable to you had your Termination of Employment not occurred prior to the end of the Performance Period; provided, however, that the number of shares actually issued to you may be less than the number determined by the performance payout percentage (including zero), at the discretion of the Committee.

In the event of a Change in Control, shares or, in the discretion of the Committee, cash equal to the fair market value of the shares as of immediately prior to the Change in Control, shall be issued in satisfaction of your Performance Shares immediately prior to the Change in Control as if the performance measures for the Performance Period had been achieved at 100% of Target.

Compliance with Stock Ownership Guidelines

As a holder of Performance Shares, you are subject to Moody’s stock ownership guidelines. You should familiarize yourself with these guidelines, as you are solely responsible for ensuring compliance thereto. To request a copy of the guidelines, please contact your Human Resources representative.

Transferability of Performance Shares

Your Performance Shares may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by you otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance will be void and unenforceable against Moody’s.

Repayment/Forfeiture

Any payments or benefits you may receive hereunder shall be subject to repayment or forfeiture in accordance with any clawback policy adopted by Moody's. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with Moody's. By accepting this grant, you are agreeing to be bound by any such clawback policy, as in effect or as may be adopted and/or modified from time to time by Moody's in its discretion.

Nature of the Grant

In accepting the grant, you acknowledge, understand and agree that:

- (1) the Plan is established voluntarily by Moody's, it is discretionary in nature and it may be modified, amended, suspended or terminated by Moody's at any time, to the extent permitted by the Plan;
- (2) the Performance Shares grant is exceptional, voluntary and occasional and does not create any contractual or other right to receive future performance shares grants, or benefits in lieu of performance shares, even if performance shares have been granted in the past;
- (3) all decisions with respect to future performance shares or other grants, if any, will be at the sole discretion of Moody's;
- (4) the grant of Performance Shares and your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with Moody's, your employer or any Subsidiary or Affiliate of Moody's and shall not interfere with the ability of your employer or any Subsidiary or Affiliate of Moody's, as applicable, to terminate your employment or service relationship (if any);
- (5) you are voluntarily participating in the Plan;
- (6) the Performance Shares grant and the shares subject to the Performance Shares do not constitute and are not intended to replace any pension rights or compensation;
- (7) the Performance Shares grant and the shares subject to the Performance Shares, and the income and value of same, do not constitute and are not part of normal or expected compensation, salary, remuneration or wages for purposes of calculating any severance, resignation, termination, redundancy, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement benefits or similar mandatory payments;
- (8) the future value of the underlying shares is unknown, indeterminable and cannot be predicted with certainty;
- (9) unless otherwise agreed with Moody's, the Performance Shares grant and the shares subject to the Performance Shares, and the income and value of same, are not granted as consideration for, or in connection with, the service you may provide as a director of a Subsidiary or Affiliate of Moody's; and
- (10) in addition to paragraphs (1) through (9) above, the following provisions will also apply to you if you are employed outside the United States:
 - (a) the Performance Shares and the shares subject to the Performance Shares are not part of normal or expected compensation or salary for any purpose;
 - (b) no claim or entitlement to compensation or damages, including pro-rated compensation or damages, shall arise from forfeiture of the Performance Shares or the recoupment of any shares acquired under

the Plan resulting from your (i) Termination of Employment (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any) and/or (ii) the application of any recoupment policy or any recovery or clawback policy otherwise required by applicable laws. In consideration of the grant of Performance Shares to which you are otherwise not entitled, you irrevocably agree never to institute any claim against Moody's, its Subsidiaries or Affiliates and your employer, waive your ability, if any, to bring such a claim, and release Moody's, its Subsidiaries or Affiliates and your employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(c) neither your employer nor Moody's (nor any of its Subsidiaries or Affiliates) shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of your Performance Shares or any amounts due to you pursuant to the settlement of your Performance Shares or the subsequent sale of shares acquired upon settlement.

No Advice Regarding Grant

Moody's is not providing any tax, legal or financial advice, nor is Moody's making any recommendations regarding your participation in the Plan or your acquisition or sale of the underlying shares. You are advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

Responsibility for Taxes

You acknowledge that regardless of any action taken by Moody's or, if different, your employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable or deemed applicable to you ("Tax-Related Items"), is and remains your responsibility and may exceed the amount, if any, actually withheld by Moody's or your employer. You further acknowledge that Moody's and/or your employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of your Performance Shares grant or the underlying shares, including the grant vesting or settlement of your Performance Shares, the subsequent sale of shares acquired pursuant to such settlement and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of your Performance Shares to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that Moody's and/or your employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to Moody's and/or your employer to satisfy all Tax-Related Items. In this regard, you authorize Moody's or its agent to satisfy the obligations with regard to all Tax-Related Items by withholding in whole and fractional shares to be issued upon settlement of your Performance Shares. In the event that such withholding in shares is problematic under applicable tax or securities law or has materially adverse accounting consequences, by your acceptance of your Performance Shares, you authorize and direct Moody's and any brokerage firm determined acceptable to Moody's to sell on your behalf a whole and fractional number of shares from those shares issuable to you as Moody's determines to be appropriate to generate cash proceeds sufficient to satisfy the obligation for Tax-Related Items.

Moody's and/or your employer may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including the maximum rate applicable in your jurisdiction. If Tax-Related Items are withheld in excess of your actual tax liability, you may receive a refund of any

over-withheld amount and will have no entitlement to the shares equivalent or, if not refunded, you may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in whole and fractional shares, for tax purposes, you will be deemed to have been issued the full number of shares subject to your Performance Shares that have been earned by achievement of performance goals hereunder, notwithstanding that a number of the shares are withheld solely for the purpose of paying the Tax-Related Items.

Finally, you shall pay to Moody's or your employer, including through withholding from your wages or other cash compensation payable to you, any amount of Tax-Related Items that Moody's or your employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. Moody's may refuse to deliver the shares or the proceeds from your Performance Shares award if you fail to comply with your obligations in connection with the Tax-Related Items.

Code Section 409A

For purposes of U.S. taxpayers, the provisions of this grant of Performance Shares are intended to either be exempt from Section 409A of the Code under the "short-term deferral" exception or comply with Section 409A of the Code, and the provisions of this grant will be interpreted, operated and administered in a manner that is consistent with this intent. In furtherance of this intent, the Committee may, at any time and without your consent, modify the terms of this grant as it determines appropriate to comply with the requirements of Section 409A of the Code and the related U.S. Department of Treasury guidance. Moody's makes no representation or covenant to ensure that your Performance Shares or other payment hereunder are exempt from or compliant with Section 409A of the Code, and will have no liability to you or any other party if your Performance Shares or other payment hereunder that is intended to be exempt from, or compliant with, Section 409A of the Code, is not so exempt or compliant or for any action taken by the Committee with respect thereto.

Data Privacy Information and Consent

Moody's is located at 7 World Trade Center at 250 Greenwich Street, New York, NY, 10007, USA and grants Performance Shares to employees of Moody's and its Subsidiaries and Affiliates, at its sole discretion. If you would like to participate in the Plan, please review the following information about Moody's data processing practices and declare your consent.

- a. Data Collection and Usage. Moody's collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares of stock or directorships held in Moody's, and details of all Performance Shares canceled, vested, or outstanding in your favor, which Moody's receives from you or your employer. If Moody's offers you a grant of Performance Shares under the Plan, then Moody's will collect your personal data for purposes of allocating shares and implementing, administering and managing the Plan. Moody's legal basis for the processing of your personal data will be your consent.***
- b. Stock Plan Administration Service Providers. Moody's transfers employee data to Fidelity, an independent service provider based in the United States which assists Moody's with the implementation, administration and management of the Plan. In the future, Moody's may select a different service provider and share your data with another company that serves in a similar manner. Moody's service provider will open an account for you to receive and trade shares. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of your ability to participate in the Plan.***
- c. International Data Transfers. Moody's and its service providers are based in the United States. If you are outside the United States, you should note that your country has enacted data privacy laws that are different from the United States. Moody's legal basis for the transfer of your personal data is your consent.***

- d. **Data Retention.** *Moody's will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with applicable laws, exercise or defense of legal rights, and archiving, backup, and deletion processes. When Moody's no longer needs your personal data, which will generally be seven years after you are granted Performance Shares under the Plan, Moody's will remove it from its systems. If Moody's keeps data longer, it would be to satisfy legal or regulatory obligations and Moody's legal basis would be compliance with the relevant laws or regulations.*
- e. **Voluntariness and Consequences of Consent Denial or Withdrawal.** *Your participation in the Plan and your grant of consent is purely voluntary. You may deny or withdraw your consent at any time. If you do not consent, or if you withdraw your consent, you cannot participate in the Plan. This would not affect your salary as an employee or your employment; you would merely forfeit the opportunities associated with the Plan.*
- f. **Data Subject Rights.** *You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (a) to request access or copies of personal data Moody's processes, (b) rectification of incorrect data, (c) deletion of data, (d) restrictions on processing, (e) portability of data, (f) to lodge complaints with competent authorities in your country, and/or (g) a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights please contact HR Connect at HRConnect@moody.com.*

By clicking "Accept Your Grant" on the Fidelity award acceptance page, you also provide your consent to the data processing practices described in this section to the extent that such consent is required by applicable law.

Electronic Delivery and Acceptance

Moody's may, in its sole discretion, decide to deliver by electronic means any documents related to current or future participation in the Plan. You hereby consent 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 Moody's or any third party designated by Moody's.

Governing Law, Venue, Documents and Severability

Your Performance Shares grant is made in the state of Delaware and is governed by, and subject to, the laws of the state of Delaware, applicable to contracts made and to be performed in the state of Delaware without reference to its conflicts of laws principles, and the requirements of the New York Stock Exchange as well as the terms and conditions set forth herein.

Any and all disputes relating to, concerning or arising from this letter, or relating to, concerning or arising from the relationship between the parties evidenced by your Performance Shares or this letter, shall be brought and heard exclusively in the United States District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts, hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

You acknowledge that you are proficient in the English language or have consulted with an advisor who is sufficiently proficient in English, so as to enable you to understand the terms and conditions of this letter and understand the provisions of the Plan. If you have received this letter or any other document related to the Plan translated into a language other than English, and if the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

The terms and conditions provided herein are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Compliance with Law

Notwithstanding any other provision of the Plan or this letter, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares, Moody's shall not be required to deliver any shares issuable upon settlement of your Performance Shares prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval Moody's shall, in its absolute discretion, deem necessary or advisable. You understand that Moody's is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, you agree that Moody's shall have unilateral authority to amend the Plan and the terms of your Performance Shares without your consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

Insider Trading Restriction/Market Abuse Laws

You may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, your country and Fidelity's (or any other stock plan service provider's) country, which may affect your ability to accept, acquire, sell or attempt to sell or otherwise dispose of shares, rights to shares (e.g., Performance Shares) or rights linked to the value of shares (e.g., dividend equivalents) during such times as you are considered to have "inside information" regarding Moody's (as defined by or determined under the laws in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis), and (ii) "tipping" third parties or causing them otherwise to 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 Moody's insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you are advised to speak to your personal advisor on this matter.

Foreign Asset/Account Reporting

You may have certain foreign asset and/or account reporting requirements which may affect your ability to acquire or hold shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares) in a brokerage or bank account outside your country of residence. Your country may require that you report such accounts, assets or transactions to the applicable authorities in that country.

You acknowledge that it is your responsibility to be informed of and compliant with such regulations, and you are advised to speak to your personal advisor on this matter.

Appendix

Notwithstanding any provisions in this letter, your Performance Shares grant shall be subject to any additional terms and conditions set forth for your country in any Appendix to this letter for your country. Moreover, if you relocate to one of the countries included in the Appendix, the additional terms and conditions for such country will apply to you, to the extent Moody's determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this letter.

Imposition of Other Requirements

Moody's reserves the right to impose other requirements on your participation in the Plan, on your Performance Shares and on any shares acquired pursuant to your Performance Shares, to the extent Moody's determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Waiver

You acknowledge that waiver by Moody's of breach of any provision of this letter shall not operate or be construed as a waiver of any other provision of this letter, or of any subsequent breach by you or any other participant in the Plan.

* * *

If you have any questions regarding this one-time grant, please contact your Human Resources representative.

Sincerely,

[MOODY'S CORPORATION]

MOODY'S CORPORATION CAREER TRANSITION PLAN

Amended and Restated as of March 1, 2024

The Moody's Corporation Career Transition Plan (the "Plan") is intended to provide certain eligible employees of Moody's Corporation (the "Company"), and its participating affiliates, severance benefits in the event of such employee's Eligible Termination under the terms and conditions set forth in the Plan. This Plan is designed to be an "employee welfare benefit plan," as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and is governed by ERISA. The Company is the "Plan sponsor" as defined in Section 3(16)(B) of ERISA and exercises this authority through the Board and the CHRC, as applicable. As such, there are no vested rights to any benefits under the Plan, and the Plan may be amended, modified or terminated at any time. Please review the section entitled "Amendment and Termination" regarding the Company's reservation of rights. This document constitutes both the official plan document and the summary plan description under ERISA. This document shall apply to any Eligible Employee who experiences an Eligible Termination on and after March 1, 2024.

ARTICLE 1

DEFINITIONS

1.a "Board" shall mean the Board of Directors of Moody's Corporation.

1.b "Cause" shall mean (a) willful malfeasance, willful misconduct, or gross negligence by the Eligible Employee in connection with his or her employment, (b) continuing failure to perform such duties as are requested by any employee to whom the Eligible Employee reports or the Participating Company's board of directors, (c) failure by the Eligible Employee to observe and/or comply with material policies of the Participating Company applicable to the Eligible Employee, or (d) the conviction of, or plea of guilty or nolo contendere by, the Eligible Employee to (i) any felony or (ii) any misdemeanor involving moral turpitude. The determination of whether a termination or other separation from employment is for Cause shall be made by the Committee, or member of Company management, in such person's sole and absolute discretion, and such determination shall be conclusive and binding on the affected individual.

1.c "CHRC" shall mean the Compensation and Human Resources Committee of the Board, or any other committee appointed by the Board to exercise its authority as Plan sponsor.

1.d "Committee" shall mean the Management Benefits & Compensation Committee, which is a subcommittee of the CHRC, or any other committee appointed by the Board or CHRC to administer the Plan.

1.e "Eligible Employee" shall mean a regular full-time salaried employee or regular part-time salaried employee of any Participating Company who:

(i) is on the United States payroll of a Participating Company; and

(ii) shall have executed a Severance and Release Agreement.

Notwithstanding the foregoing, an “Eligible Employee” shall not include any individual: (A) (i) designated by the Participating Company as a casual, seasonal, hourly, temporary, leased, limited duration employee or “independent contractor”; or (ii) as to whom the Participating Company does not withhold income taxes (and no such individual described in this Section 1.3(A) shall be an Eligible Employee even if he or she is later retroactively reclassified or recharacterized as a common-law employee of the Participating Company during all or any part of such period pursuant to applicable law or otherwise); (B) who is receiving or has been approved to receive income replacement benefits from a party other than a Participating Company (e.g., an insurance company) pursuant to any employee benefit plan, program or arrangement sponsored by a Participating Company; (C) who pursuant to an individual employment contract, offer letter or otherwise is or may be entitled to receive severance from the Participating Company other than pursuant to this Plan and does not waive and relinquish that entitlement in a writing that is in form and substance satisfactory to the Participating Company; or (D) who is otherwise designated by the management of the Participating Company (in its sole discretion) to be ineligible to participate in the Plan.

1.f “Eligible Termination” shall mean, on or after the Effective Date (as set forth in Article 7), (a) an involuntary termination of employment with a Participating Company by reason of a reduction in force program, job elimination, or unsatisfactory performance in the execution of an Eligible Employee’s duties; (b) a resignation mutually agreed to in writing by the Participating Company and the Eligible Employee and initiated by the Participating Company; or (c) any other termination that is designated by the management of the Participating Company (in its sole discretion) to be an Eligible Termination. Notwithstanding the foregoing, an Eligible Termination shall not include (v) a termination of employment that occurs due to death; (w) a resignation for any reason other than as specified in Section 1.4(b); (x) a termination by a Participating Company for Cause; (y) a termination as a result of a sale (whether in whole or in part, of stock or assets), merger or other combination, spinoff, reorganization or liquidation, dissolution or other winding up or other similar transaction involving a Participating Company; or (z) any termination where an offer of employment is made to the Eligible Employee of a reasonably comparable position at a Participating Company or any affiliate of a Participating Company or in connection with an outsourcing transaction concurrently with his or her termination (and whether or not such offer is accepted). In addition, in no event shall an Eligible Employee be deemed to have experienced an Eligible Termination if the Committee determines that the Eligible Employee abandoned his or her position with a Participating Company.

1.g “Participating Company” shall mean the Company or any other affiliated entity more than 50% of the voting interests of which are owned, directly or indirectly, by the Company and which has elected to participate in the Plan by action of its board of directors or other governing body.

1.h “Salary” shall mean an Eligible Employee’s annual base salary at the time his or her employment terminates, as reflected on the Participating Company’s payroll records, and does not include bonuses, overtime pay, commissions, incentive or deferred compensation or other additional compensation.

1.i “Severance and Release Agreement” shall mean an agreement provided by the Participating Company to an Eligible Employee in connection with his or her termination of employment, pursuant to which, if executed by the Eligible Employee (and not timely revoked), the Eligible Employee will acknowledge his or her termination of employment with the Participating Company, release the Participating Company and all of its affiliates and any other applicable persons from liability for any and all claims, and agree to comply with certain post-termination obligations, as determined by the Company.

1.j “Years of Service” shall mean an Eligible Employee’s continuous service (in years and months, rounded up to the nearest whole month for partial months) as an active employee of a Participating Company since his or her most recent date of hire in a capacity in which the Eligible Employee qualified as such pursuant to the definition above; *provided that* a Participating Company may, in its sole discretion, agree to take into account Years of Service prior to the Eligible Employee’s most recent hire date (e.g., service with a predecessor in connection with an acquisition).

ARTICLE 2

SEVERANCE BENEFITS

1.a Subject to the provisions of this Article 2, and in consideration of the Eligible Employee executing a Severance and Release Agreement in such form as is satisfactory to the Participating Company, in the event of an Eligible Termination, an Eligible Employee shall be entitled to receive from the Participating Company the benefits set forth on Schedule A hereto.

1.b Notwithstanding any other provision contained herein, the grant of severance benefits pursuant to Section 2.1 hereof is conditioned upon an Eligible Employee signing a Severance and Release Agreement in such form as is satisfactory to the Participating Company, in its sole discretion, under which, among other things, the Eligible Employee releases and discharges the Participating Company and all of its affiliates and any other applicable persons from all claims and liabilities relating to the Eligible Employee’s employment with the Participating Company and/or the termination of the Eligible Employee’s employment, including without limitation, claims under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, where applicable, and the Eligible Employee not revoking the Severance and Release Agreement during any revocation period set forth therein. Severance shall be paid only after the Severance and Release Agreement has been signed and the time for the Eligible Employee to revoke the Severance and Release Agreement, if any, has expired and the Severance and Release Agreement has become effective in accordance with its terms. If the Eligible Employee’s benefits hereunder are subject to Section 409A of the Code, the Eligible Employee must return the executed Severance and Release Agreement no later than sixty (60) days following the date of the Eligible Termination and, if such 60-day period

includes two calendar years, no benefits hereunder subject to Section 409A of the Code shall be paid to the Eligible Employee until the second calendar year. Any amounts that otherwise would have been paid during the period beginning on the date of termination and ending on the first applicable payment date shall be paid on the first applicable payment date.

1.c Notwithstanding any other provision contained herein, the Chief Executive Officer of the Participating Company, or his or her delegee, may, at any time, take such action as such officer, in such officer's sole discretion, deems appropriate to reduce or increase by any amount the benefits otherwise payable to an Eligible Employee pursuant to Schedule A or otherwise modify the terms and conditions applicable to an Eligible Employee under this Plan. Benefits granted hereunder may not exceed an amount nor be paid over a period which would cause the Plan to be other than a "welfare benefit plan" under Section 3 (1) of ERISA.

1.d Notwithstanding any other provision contained herein, if the Eligible Employee is a "specified employee" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), as of the date of termination of his or her employment, to the extent necessary to comply with Section 409A of the Code, no severance payments or benefits will be paid or provided to the Eligible Employee before the date that is six months after the date of the termination of employment; provided, that such payments and benefits will be accumulated (without interest) and paid to the Eligible Employee as soon as practicable on or after the first day of the seventh month following the date of termination of employment. In no event shall a Participating Company be liable to any Eligible Employee for any adverse tax consequences under Section 409A of the Code for any payment made under this Plan.

ARTICLE 3

AMENDMENT AND TERMINATION

1.a By action of the Board (including any action of the CHRC or any successor committee to whom the Board has delegated authority to exercise its powers as Plan sponsor), the Company reserves the right, in its sole and absolute discretion, to terminate the Plan on behalf of any or all Participating Companies at any time and for any or no reason and without any further obligation by action of the Board or such other person or persons to whom the board properly delegates such authority. Any other Participating Company may cease participation in the Plan by action of its board of directors or such other person or persons to whom such board properly delegates such authority.

1.b By action of the Board (including any action of the CHRC or any successor committee to whom the Board has delegated authority to exercise its powers as Plan sponsor), the Company shall have the right, in its sole and absolute discretion, to modify or amend the terms of the Plan at any time, or from time to time, for any or no reason. The Committee also shall have the right, in its sole and absolute discretion, to modify or amend the terms of the Plan at any time, or from time to time, for any or no reason.

1.c All modifications of or amendments to the Plan shall be in writing.

ARTICLE 4

ADMINISTRATION OF THE PLAN

1.a The Committee shall be the Plan administrator who has authority to control and manage the operation and administration of the Plan and to manage and control any assets to the extent such assets have been set aside pursuant to Section 5.2 of this Plan.

1.b The Committee may from time-to-time delegate its responsibilities to officers of the Company or a Participating Company. The Committee may employ one or more persons to render advice regarding any responsibility the Committee has under the Plan.

1.c The Committee (and its delegees) shall have the exclusive right to interpret any and all of the provisions of the Plan and to determine any questions arising thereunder or in connection with the administration of the Plan, including those regarding any Eligible Employee's officer code or Job Group. Any decision or action by the Committee (and its delegees) shall be conclusive and binding upon all employees, members, and beneficiaries. In all instances the Committee (and its delegees) shall have complete discretionary authority to determine eligibility for participation and benefits under the Plan, as well as any other matter of fact or interpretation relating to the Plan, and to construe and interpret all provisions of the Plan and all documents relating thereto including, without limitation, all disputed and uncertain terms. It is the intention of the preceding sentences that the Committee's (and its delegees') decision(s), if reviewed by a Federal or state court or an arbitrator, are reviewed based on an abuse of discretion or "arbitrary or capricious standard," and not a "de novo standard," and that all deference permitted by law shall be given to such constructions, interpretations and determinations of the Committee (and its delegees). Should any dispute arise as to eligibility to receive, or amount of, benefits provided under the Plan, such dispute shall be resolved pursuant to the Claims Procedures attached hereto as Schedule B.

1.d Any action to be taken by the Committee shall be taken by a majority of its members either at a meeting or by written instrument approved by such majority in the absence of a meeting. A written resolution or memorandum signed by one Committee member and the secretary of the Committee shall be sufficient evidence to any person of any action taken pursuant to the Plan.

1.e Any person, corporation or other entity may serve in more than one capacity under the Plan.

1.f The Company shall indemnify any individual who is a director, officer or employee of a Participating Company, or his or her heirs and legal representatives, against all liability and reasonable expense, including counsel fees, amounts paid in settlement and amounts of judgments, fines or penalties, incurred or imposed upon him or her in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, in connection with his or her duties with respect to the Plan, provided that any act or omission giving rise to such claim, action, suit or proceeding does not constitute willful misconduct or is not performed or omitted in bad faith.

ARTICLE 5

MISCELLANEOUS

1.a Neither the establishment of the Plan nor any action of a Participating Company, the Committee, or any fiduciary shall be held or construed to confer upon any person any legal right to continue employment with a Participating Company. Each Participating Company expressly reserves the right to discharge any employee to the same extent as if the Plan had not been put into effect.

1.b Benefits payable under the Plan shall be paid out of the general assets of a Participating Company. No Participating Company needs to fund the benefits payable under this Plan; however, nothing in this Section 5.2 shall be interpreted as precluding any Participating Company from funding or setting aside amounts in anticipation of paying such benefits. Any benefits payable to an Eligible Employee under this Plan shall represent an unsecured claim by such Eligible Employee against the general assets of the Participating Company that employed such Eligible Employee.

1.c A Participating Company shall deduct from the amount of any severance benefits payable hereunder the amount required by law to be withheld for the payment of any taxes and any other amounts properly to be withheld.

1.d Benefits payable under the Plan shall not be subject to assignment, alienation, transfer, pledge, encumbrance, commutation or anticipation by the Eligible Employee. Any attempt to assign, alienate, transfer, pledge, encumber, commute or anticipate Plan benefits shall be void.

1.e This Plan shall be construed, whenever possible, to be in conformity with the requirements of ERISA, or any subsequent laws or amendments thereto. To the extent not in conflict with the preceding sentence or another provision of the Plan, the construction and administration of the Plan shall be in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York (without reference to its conflicts of law provisions). This Plan will be of no force or effect with respect to an Eligible Employee to the extent superseded by foreign law.

1.f This Plan supersedes any and all prior severance arrangements, policies, plans or practices of the Company and of any Participating Company (whether written or unwritten).

1.g Should any provisions of the Plan be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the other provisions of the Plan unless such determination shall render impossible or impracticable the functioning of the Plan, and in such case, an appropriate provision or provisions shall be adopted so that the Plan may continue to function properly.

1.h In the event that the Committee finds that an Eligible Employee (or designated beneficiary) is unable to care for his or her affairs because of illness or accident, then benefits

payable hereunder, unless claim has been made therefor by a duly appointed guardian, committee, or other legal representative, may be paid in such manner as the Committee shall determine, and the application thereof shall be a complete discharge of all liability for any payments or benefits to which such Eligible Employee (or designated beneficiary) was or would have been otherwise entitled under this Plan.

1.i Any payments to a minor from this Plan may be paid by the Committee in its sole and absolute discretion (a) directly to such minor; (b) to the legal or natural guardian of such minor; or (c) to any other person, whether or not appointed guardian of the minor, who shall have the care and custody of such minor. The receipt by such individual shall be a complete discharge of all liability under the Plan therefor.

1.j The Plan is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and administered in accordance with such intention. Any payment under the Plan that may be excluded from coverage under Section 409A of the Code either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from such coverage to the maximum extent possible. For purposes of Section 409A of the Code, each installment payment provided under this Plan shall be treated as a separate payment. To the extent required by Section 409A of the Code, any payments to be made under this Plan upon a termination of employment shall be made only if such termination of employment constitutes a "separation from service" for purposes of Section 409A of the Code.

ARTICLE 6

YOUR RIGHTS UNDER ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all plan participants shall be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the office of the Plan Administrator (as defined below) and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan and summary plan description. The Plan Administrator may make a reasonable charge for the copies.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including the Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal Court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a State or Federal Court. If plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal Court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the persons you have sued to pay these cost and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in you telephone directory or the Division of Technical Assistance and Inquiries. Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE 7

OTHER IMPORTANT INFORMATION.

OFFICIAL NAME OF THE PLAN: Moody's Corporation Career Transition

Plan SPONSOR: Moody's Corporation

7 World Trade Center at 250 Greenwich
Street New York, NY 10007
212.553.0300

EMPLOYER IDENTIFICATION NUMBER (EIN): 13-3998945

PLAN NUMBER: 526

TYPE OF PLAN: Employee Welfare Severance Benefit Plan

END OF PLAN YEAR: December 31

TYPE OF ADMINISTRATION: Employer Administered

PLAN ADMINISTRATOR: The Management Benefits & Compensation
Committee, a subcommittee of the
Compensation and Human Resources
Committee of the Board of
Directors of Moody's Corporation
7 World Trade Center at 250 Greenwich
Street New York, NY 10007
212.553.0300

AGENT FOR SERVICE OF LEGAL PROCESS: Plan Administrator
c/o Director, Compensation & Benefits
7 World Trade Center at 250 Greenwich Street
New York, NY 10007
212.553.0300

EFFECTIVE DATE: March 1, 2024

The Plan Administrator keeps records of the Plan and is responsible for the administration of the Plan. The Plan Administrator will also answer any questions you may have about the Plan.

Service of legal process may be made upon the Plan Administrator.

No individual may, in any case, become entitled to additional benefits or other rights under this Plan after the Plan is terminated.

Severance pay is subject to Federal and state income and Social Security tax withholdings and any other withholdings mandated by law.

Schedule A

An Eligible Employee entitled to benefits under the Plan shall, subject to Article 2 of the Plan, receive the following:

1. Severance Benefits.

(1) If the Eligible Employee is employed in Job Group A (as defined in this paragraph), has one or more Years of Service, and incurs an Eligible Termination for any reason other than unsatisfactory performance, the Eligible Employee shall receive the higher of (i) 10 weeks of Salary or (ii) 2 weeks of Salary for each Year of Service. Job Group A consists of the following officer codes: Assistant Vice President, Assistant Vice President-Analyst, Associate Director, Assistant Director, Analyst, Associate Analyst, and Associate.

(2) If the Eligible Employee is employed in Job Group B (as defined in this paragraph), has one or more Years of Service, and incurs an Eligible Termination for any reason other than unsatisfactory performance, the Eligible Employee shall receive the higher of (i) 26 weeks of Salary or (ii) 2 weeks of Salary for each Year of Service. Job Group B consists of the following officer codes: Vice President, Vice President-Senior Analyst, Vice President-Senior Compliance Officer, Country Head, and Director.

(3) If the Eligible Employee is employed in Job Group C (as defined in this paragraph), has one or more Years of Service, and incurs an Eligible Termination for any reason other than unsatisfactory performance, the Eligible Employee shall receive 52 weeks of Salary. Job Code C consists of the following officer codes: Chief Executive Officer, Chief Executive Officer-Direct, Senior Managing Director, Group Managing Director, Managing Director, Associate Managing Director, Senior Director, and Senior Vice President.

The amount an Eligible Employee would have otherwise been entitled to receive under paragraphs 1(a) through (c) above shall be reduced by 50% if that Eligible Employee (i) incurs an Eligible Termination by reason of unsatisfactory performance, or (ii) has less than one Year of Service and incurs an Eligible Termination for any reason. The maximum payment payable under paragraph 1 shall be 52 weeks of Salary.

If an Eligible Employee serves in roles at two or more Participating Companies, the higher(est) officer code at such entities shall determine the Job Group for purposes hereof. The officer code assigned to an Eligible Employee shall be determined by the Company, in its sole discretion.

2. Payment Method.

Except as otherwise set forth in this paragraph 2 or as otherwise determined by the Company (in its sole discretion, but in all events consistent with the requirements of Section 409A of the Code), the amounts payable under paragraph 1 shall be paid in a lump-sum as soon as practicable after the Severance and Release Agreement has been signed and the time for the Eligible Employee to revoke the Severance and Release Agreement, if any, has expired and the

Severance and Release Agreement has become effective in accordance with its terms. Notwithstanding the foregoing, for Eligible Employees employed as a Managing Director or higher and/or employed in analytical roles (as determined by the Company, in its sole discretion, but in all events consistent with the requirements of Section 409A of the Code), or for any other Eligible Employees the Company determines (in its sole discretion, but in all events consistent with the requirements of Section 409A of the Code), the amounts payable under paragraph 1 shall be paid at the times the Eligible Employee's Salary would have been paid if employment had not terminated, over a period equal to the number of weeks of Salary to which such Eligible Employee is eligible under paragraph 1 ("salary continuation payments").

No payment shall be made under the Plan, and any salary continuation payments shall cease, upon reemployment of the Eligible Employee by a Participating Company. For purposes of this Schedule A, to "perform services" shall mean employment or services as a full-time employee, consultant, owner, partner, associate, agent or otherwise on behalf of any person, principal, partnership, firm or corporation (other than a Participating Company).

3. Welfare Benefit Continuation.

Medical, dental, vision and life insurance benefits shall be provided during such number of weeks of Salary for which the Eligible Employee is eligible under paragraph 1 at the levels in effect for the Eligible Employee immediately prior to termination of employment, on the same basis as applicable to similarly-situated employees, provided that the Eligible Employee shall pay the employee portion of any required premium payments at the level in effect for employees generally of the Participating Company for such benefits. For purposes of determining an Eligible Employee's entitlement to continuation coverage as required by Title I, Subtitle B, Part 6 of ERISA (COBRA), such employee's 18-month or other period of coverage shall commence on his or her termination of employment.

4. Annual Bonus Payment.

Subject to the provisions of this paragraph 4, a cash bonus for the calendar year of termination may be paid in the event the Eligible Employee was employed by a Participating Company for at least six full months during such year and the Eligible Employee participated in an annual bonus plan (the "Annual Incentive Plan") immediately prior to termination of employment. In such event, the Eligible Employee shall receive a bonus in an amount equal to the Eligible Employee's bonus target amount in effect as of his or her termination of employment multiplied by a fraction the numerator of which is the number of full months of employment during the calendar year of termination and the denominator of which is 12. Such bonus shall be payable in a lump-sum payment as soon as practicable after the Severance and Release Agreement has been signed and the time for the Eligible Employee to revoke the Severance and Release Agreement, if any, has expired and the Severance and Release Agreement has become effective in accordance with its terms. Notwithstanding the foregoing, no amount shall be paid under this paragraph 4 in the event the Eligible Employee incurred an Eligible Termination by reason of unsatisfactory performance. The foregoing provisions of this paragraph 4 shall be appropriately modified in the case of any plan not on a calendar year basis.

5. Death.

Upon the death of an Eligible Employee while receiving salary continuation payments, the remainder of the benefits described in paragraph 1 of this Schedule A shall be paid in a lump-sum payment to his or her estate, as applicable, as soon as reasonably practicable after the Company receives acceptable proof of such death.

6. Other Benefits.

The Eligible Employee may be entitled to such outplacement services following a termination of employment as may be provided by, and in the sole discretion of, the Participating Company.

7. No Further Grants, Etc.

Following an Eligible Employee's termination of employment, no further grants, awards, contributions, accruals or continued participation (except as otherwise provided for herein) shall be made to or on behalf of such employee under any plan or program maintained by a Participating Company including, but not limited to, any qualified or nonqualified retirement, profit sharing, stock option or restricted stock plan of a Participating Company. Any unvested or unexercised options, unvested restricted stock and all other benefits under any plan or program maintained by a Participating Company (including, but not limited to, any qualified or nonqualified retirement, profit sharing, stock option or restricted stock plan) which are held or accrued by an Eligible Employee at the time of his or her termination of employment, shall be treated in accordance with the terms of such plans and programs under which such options, restricted stock or other benefits were granted or accrued; *provided, however*, that if the Eligible Employee satisfies the age and service requirements for "Retirement" treatment under the Amended and Restated 2001 Moody's Corporation Key Employees' Stock Incentive Plan as of the date of the Eligible Employee's termination of employment, the Eligible Employee shall receive such Retirement treatment with respect to any awards outstanding under such Plan to the same extent as if he or she had voluntarily retired as of the date of termination.

Schedule B

Claims Procedures

1. No Eligible Employee or beneficiary or other person or entity shall have any right or claim to benefits under the Plan, or any right or claim to payment from the Plan, except as specified herein. Any dispute as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Plan shall be resolved pursuant to the Claims Procedures of this Schedule B and the provisions of the Plan.
 2. All initial and disputed claims for benefits under the Plan shall be submitted to the Managing Director – Total Rewards or such other person designated by the Committee (the “Claims Administrator”). The Claims Administrator shall decide within 90 days after receiving the claim from an Eligible Employee or beneficiary (hereinafter referred to as "Claimant"), or his or her duly authorized representative.
 3. If the Claims Administrator determines that an extension of time for processing is required, written or electronic notification of the extension shall be furnished to the Claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Claims Administrator expects to render the benefit determination.
 4. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with these claim procedures without regard to whether all the information necessary to make a benefit determination accompanies the filing.
 5. If the claim is denied in part or in full, written or electronic notice of denial shall be sent to the Claimant or his duly authorized representative. The written or electronic notice shall be set forth in a manner calculated to be understood by the Claimant and include:
 - based;
 - (1) the specific reason or reasons for the denial;
 - (2) specific reference to pertinent Plan provisions on which the denial is
 - (3) a description of any additional material or information necessary for the Claimant to perfect the claim, and an explanation of why such material or information is necessary;
 - (4) explanation of the Plan's claim review procedures and the time limits applicable to such procedures including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA.
 6. Except as set forth in section 11 below, within 60 days after the denial of a claim, the Claimant, or his duly authorized representative, may appeal, in writing, the denial of the claim
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to the Committee and request a review. In connection with the review, the Claimant or his duly authorized representative may review pertinent documents and may submit issues and comments in writing. The Claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's claim for benefits. Such review shall take into account all comments, documents, records, and other information submitted by the Claimant relating to the claims, without regard to whether such information was submitted or considered in the initial benefit determination.

7. The Committee shall deliver the decision on review, in writing or electronic means, to the Claimant or his duly authorized representative not later than 60 days after the receipt of the request for such review, unless there are special circumstances (such as holding a hearing, if the Committee deems necessary), which require extensions of time for processing. If the Committee determines that an extension of time for processing is required, written or electronic notification of the extension shall be furnished to the Claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Committee expects to render the determination on review.

8. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed in accordance with these claim procedures without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended due to Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

9. In the case of an adverse benefit determination on review, the Committee shall provide access to, and copies of all documents, records, and other information relevant to the Claimant's claim for benefits.

10. The decision shall be sent in writing or by electronic means and shall set forth in a manner calculated to be understood by the Claimant and include:

- (1) the specific reason or reasons for the denial;
 - (2) specific reference to pertinent Plan provisions on which the denial is based;
 - (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits;
 - (4) a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA.
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11. The Claims Administrator's decisions on claims (where no review is requested) and the Committee's decisions on review (where review is requested) shall be in the discretionary and sole and absolute authority of the Claims Administrator (where no review is requested) and the Committee (where review is requested) and shall be binding and conclusive on all interested persons as to participation, benefit eligibility and benefits and any other matter of fact or interpretation relating to the Plan. It is the intention of the preceding sentence that the Claim Administrator's decision(s) and the Committee's decision(s) if reviewed by a Federal or state court or an arbitrator are reviewed based on an abuse of discretion or "arbitrary or capricious standard", and not a de novo standard."

**CHIEF EXECUTIVE OFFICER CERTIFICATION
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Robert Fauber, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Moody's Corporation;
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 periods 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 15(d)-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/ S / ROBERT FAUBER

Robert Fauber
President and Chief Executive Officer

May 2, 2024

**CHIEF FINANCIAL OFFICER CERTIFICATION
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Noémie Heuland, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Moody's Corporation;
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 periods 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 15(d)-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/ S / NOÉMIE HEULAND

Noémie Heuland

Senior Vice President and Chief Financial Officer

May 2, 2024

**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 Moody's Corporation (the "Company") on Form 10-Q for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert Fauber, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

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

/ S / ROBERT FAUBER

Robert Fauber
President and Chief Executive Officer

May 2, 2024

**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 Moody's Corporation (the "Company") on Form 10-Q for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Noémie Heuland, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

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

/ S / NOÉMIE HEULAND

Noémie Heuland

Senior Vice President and Chief Financial Officer

May 2, 2024