

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-K

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the Fiscal Year Ended June 30, 2021
OR
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
COMMISSION FILE NUMBER 001-33220

BROADRIDGE FINANCIAL SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization) 5 DAKOTA DRIVE LAKE SUCCESS New York (Address of principal executive offices)	33-1151291 (I.R.S. Employer Identification No.) 11042 (Zip code)
(516) 472-5400 (Registrant's telephone number, including area code)	

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

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

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or 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 Accelerated Filer Non-Accelerated Filer Smaller Reporting Company Emerging Growth Company

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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

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

The aggregate market value, as of December 31, 2020, of common stock held by non-affiliates of the registrant was \$17,614,247,984.

As of July 30, 2021, there were 116,168,325 shares of the registrant's common stock outstanding (excluding 38,292,802 shares held in treasury), par value \$0.01 per share.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement to be filed with the Securities and Exchange Commission within 120 days after the fiscal year end of June 30, 2021 are incorporated by reference into Part III.

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PART I.

Forward-Looking Statements

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

- the potential impact and effects of the Covid-19 pandemic (“Covid-19”) on the business of Broadridge, Broadridge’s results of operations and financial performance, any measures Broadridge has and may take in response to Covid-19 and any expectations Broadridge may have with respect thereto;
- the success of Broadridge in retaining and selling additional services to its existing clients and in obtaining new clients;
- Broadridge’s reliance on a relatively small number of clients, the continued financial health of those clients, and the continued use by such clients of Broadridge’s services with favorable pricing terms;
- a material security breach or cybersecurity attack affecting the information of Broadridge’s clients;
- changes in laws and regulations affecting Broadridge’s clients or the services provided by Broadridge;
- declines in participation and activity in the securities markets;
- the failure of Broadridge’s key service providers to provide the anticipated levels of service;
- a disaster or other significant slowdown or failure of Broadridge’s systems or error in the performance of Broadridge’s services;
- overall market and economic conditions and their impact on the securities markets;
- Broadridge’s failure to keep pace with changes in technology and demands of its clients;
- Broadridge’s ability to attract and retain key personnel;
- the impact of new acquisitions and divestitures; and
- competitive conditions.

There may be other factors that may cause our actual results to differ materially from the forward-looking statements. Our actual results, performance or achievements could differ materially from those expressed in, or implied by, the forward-looking statements. We can give no assurances that any of the events anticipated by the forward-looking statements will occur or, if any of them do, what impact they will have on our results of operations and financial condition. You should carefully read the factors described in the “Risk Factors” section of this Annual Report on Form 10-K for a description of certain risks that could, among other things, cause our actual results to differ from these forward-looking statements.

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

ITEM 1. Business

Overview

Broadridge, a Delaware corporation and a part of the S&P 500® Index (“S&P”), is a global financial technology leader providing investor communications and technology-driven solutions to banks, broker-dealers, asset and wealth managers and corporate issuers. With over 50 years of experience, including over 10 years as an independent public company, we provide financial services firms with advanced, dependable, scalable and cost-effective integrated solutions and an important infrastructure that powers the financial services industry. Our solutions enable better financial lives by powering investing, governance and communications and help reduce the need for our clients to make significant capital investments in operations infrastructure, thereby allowing them to increase their focus on core business activities.

We operate our business in two reportable segments: Investor Communication Solutions and Global Technology and Operations.

Investor Communication Solutions

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

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

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

In addition, we provide public corporations and mutual funds with a full suite of solutions to help manage their annual meeting process, including registered and beneficial proxy materials distribution, proxy processing and tabulation services, digital voting solutions, proxy and shareholder report document management solutions, virtual shareholder meeting services, and shareholder data services. We also offer financial reporting document composition and management solutions, SEC disclosure and filing services, and registrar, stock transfer and record-keeping services through Broadridge Corporate Issuer Solutions.

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

Global Technology and Operations

We are a leading global provider of business solutions for capital markets and wealth and investment management firms. We offer advanced solutions that automate firms’ transaction lifecycle, from desktop productivity tools, data aggregation, performance reporting, and portfolio management to order capture and execution, trade confirmation, margin, cash management, clearance and settlement, asset servicing, reference data management, reconciliations, securities financing and collateral optimization, compliance and regulatory reporting, and portfolio accounting and custody-related services. In addition, we provide business process outsourcing services (“BPO”) that support the entire trade lifecycle operations of our buy- and sell-side clients’ businesses through a combination of our technology and our operations expertise.

For capital markets firms, we help our clients lower their costs and improve the effectiveness of their businesses across the front, middle and back office. Our core post-trade services help financial institutions efficiently and cost-effectively consolidate their books and records, gather and service assets under management and manage risk, thereby enabling them to focus on their core business activities. Provided on a software as a service (“SaaS”) basis within large user communities, our technology is a global solution, processing clearance and settlement in over 100 countries. Our multi-asset, multi-market, multi-entity and multi-currency solutions support real-time global trade processing of equity, fixed income, mutual fund, foreign exchange, and exchange-traded derivatives. We process on average over \$9 trillion in equity and fixed income trades per day of United States of America (“U.S.”) and Canadian securities. With the recent acquisition of Itiviti Holding AB (“Itiviti”), we have strengthened our capabilities with a set of front-office trade order and execution management solutions, connectivity and network offerings which will integrate with our existing middle and back-office solutions.

Our comprehensive wealth management platform offers capabilities across the entire wealth management lifecycle and streamlines all aspects of wealth management services, including account management, fee management and client on-boarding. The wealth management platform enables full-service, regional and independent broker-dealers and investment advisors to better engage with customers through digital marketing and customer communications tools. We also integrate data, content and technology to drive new customer acquisition, support holistic and personalized advice and cross-sell opportunities through the creation of sales and educational content, including seminars as well as customizable advisor websites, search engine marketing and electronic and print newsletters. Our advisor solutions help advisors optimize their practice management through customer and account data aggregation and reporting. We currently support over 200,000 professionals at more than 300 financial firms with our wealth management solutions in the U.S. and Canada.

We also offer buy-side technology solutions for the global investment management industry, including portfolio management, compliance and operational workflow solutions for hedge funds, family offices, alternative asset managers, traditional asset managers and the providers that service this space.

Our Strategy

We earn our clients’ confidence every day by delivering real business value through leading technology-driven solutions that help our clients get ahead of today’s challenges and capitalize on future growth opportunities. Our solutions harness people, technology and insights to help transform our clients’ businesses by enriching customer engagement, navigating risk, optimizing efficiency and growing revenue.

As financial institutions look to transform and mutualize their mission-critical but non-differentiating operational and support functions, we have the proven technology, scale, innovation, experience and, most importantly, the clients to achieve this goal and meet their needs. We define our market opportunity in our strong and growing global businesses in both governance and capital markets, with an additional growth platform in wealth and investment management. Our growth strategy is based on the following key components.

Our business model.

We deliver multi-client technology and business process outsourcing services primarily through common SaaS-based operations platforms. We increasingly create layers of value by driving network benefits to our clients, providing deep data and analytics solutions, and offering a suite of digital capabilities on a single platform. All of this translates into our core value proposition to be a trusted provider of technology and services across a range of analytical, operational and reporting functions. Our SaaS offerings allow our clients to mutualize development expenses and our solutions integrate global data services to provide globally-consistent insight to functions and requirements within the financial services industry.

Strong positions in a large and growing financial services market.

Our technology and associates power the critical infrastructure behind investing, governance and communications. Broadridge makes our clients stronger, and through them, we enable better financial lives for investors around the globe. Our deep industry knowledge enables our clients to successfully solve complex technological challenges, and inspires trust among and brings novel perspectives to our clients. While financial services firms have historically kept much of their technology infrastructure work in-house, there are two significant trends working in favor of Broadridge. In aggregate, financial service firms globally are spending more on technology, and the respective budgets allocated are consistently growing year-over-year. Moreover, these firms are devoting a growing percentage of this spend to third-party technology, operations, and services. Broadridge, as a trusted outside service provider, can undertake streamlining and better integrate our clients’ infrastructure and processes. We expect the efficiencies that result from such undertaking by Broadridge will lead to growth in the market for our solutions.

Three attractive growth platforms.

Our growth platforms address important and significant client needs as described below. Through our integrated solutions and services and our scalable infrastructure, we believe we are best positioned to meet them.

- ***Governance.*** We provide a strong network through our governance platform that links broker-dealers, public companies, mutual funds, shareholders, and regulators. We continue to grow our governance solutions by continuing to transform content and delivery and improve product capabilities to drive higher investor engagement. We aim to be an integral partner to asset managers and retirement service providers by offering data-driven solutions that help them grow revenue, reduce costs and maintain compliance. We are also expanding our capabilities to better serve the needs of issuers and we are driving the next generation of digital communications while optimizing print and mail services through advanced technology.
- ***Capital Markets.*** Global institutions have a strong need to simplify their complex technology environment, and our SaaS-based, global, multi-asset-class technology platform addresses this need. As a leader in global trade management, we are driving next-generation solutions that simplify our clients' operations, improve performance and resiliency, evolve to global operating models, adapt to new technologies, and enable our clients to better manage their data. We plan to continue building on our global platform capabilities, enabling our clients to simplify and improve their global operations across cash securities and other asset classes. Our recent acquisition of Itiviti, for example, allows us to expand our services across the trade lifecycle for equities and exchange-traded derivatives and grow our international reach. We continue to develop component solutions that meet the regulatory, risk, data, and analytics needs of our clients, while also helping to drive more efficient liquidity, price discovery, and improved execution for the firms we serve.
- ***Wealth and Investment Management.*** Wealth and investment management clients, including full-service, regional and independent broker-dealers, investment advisors, insurance companies and retirement solutions providers are all undergoing unprecedented change. These firms are in need of partners to help them navigate the demographic shift of advisors and investors and the aging of the client experience and operational technologies that are essential to their business. These market dynamics are driving the need to more seamlessly integrate technology and processes and the need to access data-centric digital wealth solutions to better service advisors and investors. This can be achieved by simplifying and modernizing their complicated and interwoven legacy systems. We believe these needs have only accelerated during the Covid-19 pandemic. To address these demands, we have developed a holistic wealth management platform solution that provides seamless systems and data integration capabilities and enables firms to improve advisor productivity, investor experience and operational process efficiencies.

On-ramp for next-generation technologies.

Across financial services, the pace of change is only accelerating. Our clients understand that next-generation technology is a key driving force for change and efficiency and there is a need among our client base to leverage this technology to address their critical business challenges. However, they face obstacles in creating the right investment and, more importantly, in applying the right talent and intellectual capital, which may be focused on their most differentiating functions. This continues to create opportunities for Broadridge to assist in the areas where we have scale and domain expertise, which includes artificial intelligence, blockchain, cloud, digital, and other new technologies.

High engagement and client-centric culture.

Broadridge is client-centric and has created and grown multi-entity infrastructures across a variety of functions with high client satisfaction. We conduct a client satisfaction survey for each of our major business units annually, the results of which are a component of all our associates' compensation because of the importance of client retention to the achievement of our revenue goals.

We have also built a culture where we focus on having engaged and knowledgeable associates to serve clients well, which in turn creates a real and sustainable advantage. Supporting this excellent client delivery takes engaged associates, and we are passionate about creating an environment in which every associate can thrive and build their knowledge and skills. All of this creates a culture that benefits our associates, our clients, and our stockholders.

The Broadridge Business

Investor Communication Solutions

The Investor Communication Solutions segment's revenues represented approximately 77% of our total Revenues in fiscal years 2021 and 2020, respectively, which gives effect to the foreign exchange impact from revenues generated in currencies other than the U.S. dollar. See "Analysis of Reportable Segments — Revenues" under "Item 701. Management's Discussion and Analysis of Financial Condition and Results of Operations." We provide the following services and solutions through our Investor Communication Solutions segment:

Regulatory Solutions

We handle the entire proxy materials distribution and voting process for our bank, broker-dealer and fund clients. We offer traditional hard copy and electronic services for the delivery of proxy materials to investors and collection of consents; maintenance of a rules engine and database that contains the delivery method preferences of our clients' customers; posting of documents on their websites; e-mail notification to investors notifying them that proxy materials are available; and proxy voting via web or mobile app. We also have the ability to combine stockholder communications for multiple stockholders residing at the same address which we accomplish by having ascertained the delivery preferences of investors. We also offer proxy vote solicitation services for the registered clients of fund companies, efficiently managing the entire proxy campaign. In addition, we provide a complete outsourced solution for the processing of international proxies with the ability to process proxy voting in over 100 international markets.

A majority of publicly-traded shares are not registered in companies' records in the names of their ultimate beneficial owners. Instead, a substantial majority of all public companies' shares are held in "street name," meaning that they are held of record by broker-dealers or banks through their depositories. Most street name shares are registered in the name "Cede & Co.," the name used by The Depository Trust and Clearing Corporation ("DTCC"), which holds shares on behalf of its participant broker-dealers and banks. These participant broker-dealers and banks (which are known as "Nominees" because they hold securities in name only) in turn hold the shares on behalf of their customers, the individual beneficial owners. Nominees, upon request, are required to provide companies with the information of beneficial owners who do not object to having their names, addresses, and shareholdings supplied to companies, so called "non-objecting beneficial owners" (or "NOBOs"). Objecting beneficial owners (or "OBOs") may be contacted directly only by the broker-dealer or bank. As DTCC's role is only as the custodian, a number of mechanisms have been developed in order to pass the legal rights it holds as the record owner (such as the right to vote) to the beneficial owners. The first step in passing voting rights down the chain is the "omnibus proxy," which DTCC executes to transfer its voting rights to its participant Nominees. Under applicable rules, Nominees must deliver proxy materials to beneficial owners and request voting instructions.

Given the large number of Nominees involved in the beneficial proxy process resulting from the large number of beneficial shareholders, we play a unique, central and integral role in ensuring that the beneficial proxy process occurs without issue for both Nominees, companies and investors. A large number of Nominees have contracted out the processes of distributing proxy materials and tabulating voting instructions to us. Nominees accomplish this by entering into agreements with Broadridge and transferring to us via powers of attorney the authority to execute a proxy, which authority the Nominee receives from the DTCC via an omnibus proxy. Through our agreements with Nominees for the provision of beneficial proxy services, we take on the responsibility of ensuring that the account holders of Nominees receive proxy materials on a timely basis digitally or in print, that their voting instructions are conveyed to the companies and funds conducting solicitations and that these services are fulfilled in accordance with the requirements of their particular solicitation. In order for us to provide the beneficial proxy services effectively, we interface and coordinate directly with each company and/or fund to ensure that the services are performed in an accurate and timely manner. With respect to companies and funds, as it would increase the costs for companies and funds to work with all of the Nominees through which their shares are held beneficially, companies and funds work with us for the performance of all the tasks and processes necessary to ensure that proxy materials are distributed on a timely basis to all beneficial owners and that their votes are accurately reported.

The SEC's rules require public companies to reimburse Nominees for the expense of distributing stockholder communications to beneficial owners of securities held in street name. The reimbursement rates are set forth in the rules of self-regulatory organizations ("SROs"), including the New York Stock Exchange ("NYSE"). We bill public companies for the proxy services performed, collect the fees and remit to the Nominee its portion of the fees. In addition, the NYSE rules establish fees for certain services provided by intermediaries such as Broadridge in the proxy process. The preparation and delivery of NOBO information is subject to reimbursement by the corporate issuers requesting the information. The reimbursement rates are based on the number of NOBOs produced pursuant to NYSE or other SRO rules. The rules also determine the fees to be paid to third-party intermediaries, such as Broadridge, who compile the NOBO information on behalf of Nominees who need to respond to corporate issuer requests for NOBO information.

We provide institutional investors with a suite of services to manage and track the entire proxy voting process, including meeting their reporting needs. ProxyEdge is our innovative electronic proxy delivery and voting solution for institutional investors and financial advisors that integrates ballots for positions held across multiple custodians and presents them under a single proxy. Voting can be instructed for the entire position, by account vote group or on an individual account basis either manually or automatically based on the recommendations of participating governance research providers. ProxyEdge also provides for client reporting and regulatory reporting. ProxyEdge can be utilized for meetings of U.S. and Canadian companies and for meetings in many non-North American countries based on the holdings of our global custodian clients. ProxyEdge is offered in several languages and there are currently over 7,000 ProxyEdge users worldwide.

In addition to our proxy services, we provide regulatory communications services, including prospectus delivery services. Our proprietary extraction, normalization and presentment capabilities from the SEC's EDGAR database have enabled us to provide our clients with an on-demand solution for prospectus post-sale fulfillment. This process provides efficiency for our clients as it reduces their reliance on offset print and fund delivered inventory. We provide portfolio-specific solutions for the retirement and annuity markets. We have integrated this functionality into additional capabilities to offer an efficient fulfillment model for regulatory and compliance distributions.

We also offer a complete reorganization communications solution to notify investors of reorganizations or corporate action events such as tender offers, mergers and acquisitions, bankruptcies, and class action lawsuits. Class actions and collective redress proceedings continue to grow in volume and complexity and global recovery options vary by country, resulting in a complex patchwork of participation and filing requirements. We provide global class action services handling the identification, filing and recovery of class actions and collective redress proceedings involving securities and other financial products.

We also offer our Mailbox products - Advisor Mailbox™ and Investor Mailbox® - which support and complement any investor communication strategy. Our Investor Mailbox solution provides the electronic delivery of investor communications to our clients' websites or mobile apps, enabling investor access to regulatory delivery notices, day-to-day account and investment information and convenient response tools. Our Advisor Mailbox is an electronic communications platform for financial advisors that delivers immediate electronic access to the communications and documents sent to such advisors' customers. Advisor Mailbox streamlines multiple communication paths for all investor-related documents into a single-visit portal that is integrated onto an advisor's platform.

In addition, we provide international corporate governance solutions addressing clients' needs within Europe, the Middle East and Africa ("EMEA") and the Asia-Pacific ("APAC") region. Our offerings help clients address evolving requirements for stronger governance, greater transparency and improved insights derived from data analytics. These solutions are a direct extension of our U.S. and Canadian businesses and in many cases serve the same client base. Our international solutions help clients sharpen focus on their core businesses while helping them maintain regulatory compliance, reduce costs, improve efficiency and gain data insights.

As part of our international corporate governance solutions, our Global Proxy solution includes services similar to those provided by our U.S. and Canadian proxy businesses. In 2021, with the effectiveness of the European Union Shareholder Rights Directive II ("SRD II"), we have implemented an SRD II component to our Global Proxy solution. SRD II requires banks and broker-dealers that invest in European securities to provide all investors, retail and institutional, the ability to vote, disclose shareholder information upon request and distribute meeting or corporate action notices to all customers. Our SRD II solution helps our clients meet their SRD II compliance obligations and provides a seamless proxy voting platform for our clients' retail and institutional customers.

Data-Driven Fund Solutions

We provide a full range of data-driven solutions that help our asset management and retirement service provider clients grow revenue, operate efficiently, and maintain compliance. Our communications solutions enable global asset managers to communicate with large audiences of investors efficiently and reliably by centralizing all investor communications through one resource. We provide composition, printing, filing, and distribution services for regulatory reports, prospectuses and proxy materials, as well as proxy solicitation services. We manage the entire communications process with both registered and beneficial stockholders. Our marketing and transactional communications solutions provide a content management and omni-channel distribution platform for marketing and sales communications for asset managers and retirement service providers. In addition, our data and analytics solutions provide investment product distribution data, analytical tools, and insights and research to enable asset managers to optimize product distribution across retail and institutional channels globally.

We also provide mutual fund and exchange-traded funds trade processing services for retirement service providers, third-party administrators, financial advisors, banks and wealth management professionals through Matrix. Matrix's operational, trust, custody, trading and mutual fund and exchange-traded funds settlement services are integrated into our product suite thereby strengthening Broadridge's role as a provider of insight, technology and business process outsourcing to the asset management and retirement industry.

Our fiscal year 2020 acquisition of FundsLibrary has added the capabilities to provide fund document and data dissemination in the European market. FundsLibrary links fund managers to distributors and investors to provide complete, accurate and timely information supporting fund sales. The solution helps fund managers increase distribution opportunities, comply with both United Kingdom domestic and European Union regulations such as Solvency II and MiFID II, and makes information easily accessible for investors in a digital format. FundsLibrary has been combined with the FundAssist business we acquired in 2018 to form Fund Communication Solutions. The combined solution provides funds with a single, integrated provider to manage data, perform calculations, compose documents, manage regulatory compliance and disseminate information across multiple jurisdictions.

Corporate Issuer Solutions

We provide governance and communications services to corporate issuers. We are the largest processor and provider of investor communication solutions to public companies through the performance of beneficial proxy services. We also offer disclosure solutions and transfer agency services providing corporate issuers a single source solution that spans the entire corporate disclosure and shareholder communications lifecycle.

Our governance and communications services include a full suite of annual meeting solutions:

- Proxy services – we provide complete project management for the entire annual meeting process including registered and beneficial proxy materials distribution, vote processing and tabulation through our ShareLink[®] solution.
- Virtual Shareholder Meeting[™] – electronic annual meetings on the Internet, either on a stand-alone basis, or in conjunction with in-person annual meetings, including shareholder validation and voting services and the ability for shareholders to ask questions and for management to respond during the meetings.
- We offer tools for corporate issuers to help them better engage with their shareholders and other stakeholders in connection with the annual meeting process as well as on an ongoing basis throughout the year. These services provide aggregated shareholder data and analytics, shareholder delivery preferences and voting trends.
- We also offer environmental, social and governance (“ESG”) services to corporate issuers through which we help our clients identify industry best practices and advise them on aligning with leading ESG frameworks.

Our disclosure solutions provide compliance reporting and transactional reporting services for public companies including the following:

- Proxy Materials Document Composition and Distribution – proxy and annual report design and digitization, SEC filing, printing and web hosting services.
- Annual and Transactional SEC Filing Services – typesetting, printing and SEC filing services for capital markets transactions such as initial public offerings, spin-offs, acquisitions, and securities offerings, as well as year-round SEC reporting including document composition, EDGARization and XBRL tagging. In addition, we provide transaction support services such as virtual deal rooms and translation services.

We also provide registrar, stock transfer and record-keeping services through our transfer agency services. Our transfer agency services address the needs public companies have for more efficient and reliable stockholder record maintenance and communication services. In addition, we provide corporate actions services including acting as the exchange agent, paying agent, or tender agent in support of acquisitions, initial public offerings and other significant corporate transactions. We also provide abandoned property compliance and reporting services.

Customer Communications Solutions

We support financial services, healthcare, insurance, consumer finance, telecommunications, utilities, and other service industries with their omni-channel customer communications management strategies for transactional communications, such as statements and bills, marketing communications, such as personalized microsites and campaigns, and regulatory communications, such as proxy materials and explanation of benefits.

The Communications Cloud provides our clients the flexibility to implement only the modules and delivery channels needed to address their specific communication needs. The platform's open application programming interfaces and self-servicing tools help our clients improve their communications systems' efficiency and productivity. Through the Communications Cloud, our clients can:

- leverage flexible and scalable self-service and managed service composition tools to create relevant content that drives customer action (apply, enroll, service, click, vote, pay and more);
- manage and consolidate customer profiles, preferences and consents;
- transform digital and print communications through the optimization of content across channels to accelerate delivery, reduce costs, and help our clients meet regulatory requirements and quality controls;
- store and retrieve communications with best-in-class security to manage risk;
- deliver personalized communications across channels, including interactive microsites, email, short message service, presentment, online banking and payments, personal cloud services, print and mail; and
- gain comprehensive reporting and analytics to improve communications and increase engagement based on customer behaviors.

Global Technology and Operations

Transactions involving securities and other financial market instruments originate with an investor, who places an order with a broker who in turn routes that order to an appropriate market for execution. At that point, the parties to the transaction coordinate payment and settlement of the transaction through a clearinghouse. The records of the parties involved must then be updated to reflect completion of the transaction. Tax, custody, accounting and record-keeping requirements must be complied with in connection with the transaction and the customer's account information must correctly reflect the transaction. The accurate processing of trading activity from its initial inception and custody activity requires effective automation and information flow across multiple systems and functions within the firm and across the systems of the various parties that participate in the execution of a transaction.

Our Global Technology and Operations segment provides solutions that automate the front-to-back transaction lifecycle of equity, mutual fund, fixed income, foreign exchange and exchange-traded derivatives, from order capture and execution through trade confirmation, margin, cash management, clearing and settlement, reference data management, reconciliations, securities financing and collateral management, asset servicing, compliance and regulatory reporting, portfolio accounting and custody-related services. Our solutions provide automated straight through processing operations and enable buy- and sell-side financial institutions to efficiently and cost-effectively consolidate their books and records, gather and service assets under management, focus on their core businesses, and manage risk. With our multi-market, multi-asset class, multi-entity and multi-currency capabilities, we provide trade processing on a global basis. In addition, we provide business process outsourcing services for our buy- and sell-side clients' businesses. These services combine our technology with our operations expertise to support the entire trade lifecycle, including securities clearing and settlement, reconciliations, record-keeping, wealth management asset servicing, and custody-related functions.

The Global Technology and Operations segment's revenues represented approximately 25% and 26% of our total Revenues in fiscal years 2021 and 2020, respectively, which gives effect to the foreign exchange impact from revenues generated in currencies other than the U.S. dollar. See "Analysis of Reportable Segments — Revenues" under "Item 701. Management's Discussion and Analysis of Financial Condition and Results of Operations." Services and solutions offered through the Global Technology and Operations segment include the following:

Capital Markets Solutions

We provide a set of multi-asset, multi-entity and multi-currency post-trade, trading and connectivity solutions that support real-time processing of securities transactions in equities, options, fixed income securities, and mutual funds. Our solutions enable global capital markets firms to access market liquidity, drive more effective market making and efficient front-to-back trade.

Our global post-trade processing platforms are provided on a SaaS basis and handle the entire securities processing cycle from order management to clearance, settlement and custody, and assists our clients in meeting their regulatory reporting and other post-trade requirements. We offer these services to support clearance and settlement activities with direct connectivity solutions in the major markets. These services include reference data management, securities financing, securities-based lending, collateral management, trade and transaction reporting, reconciliations, financial messaging and asset servicing. Our solutions can be deployed as a complete post-trade service as well as discrete components supporting financial institutions.

In addition, we provide comprehensive fixed income transaction processing capabilities to support clearance, settlement, custody, P&L reporting and regulatory reporting for domestic and foreign fixed income instruments. Our solution includes extensive support for mortgage-backed securities and other structured products. It is a multi-currency, multi-entity solution that provides real-time position and balance information, in addition to detailed accounting, financing, collateral management, and repurchase agreement functionality. The solution offers real-time straight through processing capabilities, enterprise-wide integration and a robust technology infrastructure - all focused on supporting firms specializing in the fixed income marketplace.

In 2021, with the acquisition of Itiviti, a leading provider of trading and connectivity technology to the capital markets industry, we now offer a set of global front-office trade order and execution management systems, connectivity and network offerings. The acquisition adds a complementary set of solutions to our existing post-trade product suite and other capital markets capabilities. The combination is expected to enable our clients to streamline their front-to-back technology platforms and operations and increase straight-through-processing efficiencies, across equities, fixed income, exchange-traded derivatives, and other asset classes.

Wealth and Investment Management Solutions

We deliver business critical data, technology solutions and marketing services to enable full-service, regional and independent broker-dealers and investment advisors to better engage with customers to help grow their business. We offer an integrated open-architecture wealth management platform through which we provide enhanced data-centric capabilities to improve the overall client experience across the entire wealth management lifecycle, including advisor, investor and operational workflows. This comprehensive wealth management platform streamlines all aspects of the service model, allowing our clients to digitally-onboard customers, manage advisor compensation for multiple products and service models, and seamlessly transfer and service accounts. We also provide solutions for reconciliations, securities lending, reference data management, and enterprise workflow management; as well as advisor desktop applications and reporting solutions including cloud-based marketing and customer communication tools.

In addition, we provide data-driven, digital solutions to broker-dealers, financial advisors, insurers and other firms with large, distributed salesforces. Our data aggregation solution helps financial advisors manage and build client relationships by providing customer account data aggregation, performance reporting, household grouping, automated report creation, document storage, and integration with popular financial planning and productivity applications. Our marketing operations and automation platform enables firms to manage marketing activities efficiently across field offices and branch locations using consistent standards. The platform provides unique data and analytical capabilities designed to enhance marketing, educate investors and increase sales effectiveness.

Our digital marketing and content capabilities leverage analytics and machine-learning to enable financial advisors and wealth management firms to grow their businesses and deepen relationships with their customers. Financial advisors and wealth management firms can tap into our digital tools and library of omni-channel content to personalize touchpoints to engage their customers and prospects across digital channels including websites, social media, e-mail and mobile.

We also provide buy-side technology solutions for the global investment management industry. Our asset management solutions are portfolio management, compliance, fee billing and operational support solutions such as order management, data warehousing, reporting, reference data management, risk management and portfolio accounting and fee billing for hedge funds, family offices, alternative asset managers, traditional asset managers and the providers that service this space including prime brokers, fund administrators and custodians. The client base for these services includes institutional asset managers, public funds, start-up or emerging managers through some of the largest global hedge fund complexes and global fund administrators.

Clients

We serve a large and diverse client base including banks, broker-dealers, mutual funds, retirement service providers, corporate issuers and wealth and asset management firms. Our clients in the financial services industry include retail and institutional brokerage firms, global banks, mutual funds, asset managers, insurance companies, annuity companies, institutional investors, specialty trading firms, clearing firms, third-party administrators, hedge funds, and financial advisors. Our corporate issuer clients are typically publicly held companies. In addition to financial services firms, we service corporate clients in the healthcare, insurance, consumer finance, telecommunications, utilities, and other service industries with their essential communications.

In fiscal year 2021, we:

- processed approximately 80% of the outstanding shares in the U.S. in the performance of our proxy services;
- processed over 7 billion investor and customer communications through print and digital channels;

- processed on average over \$9 trillion in equity and fixed income trades per day of U.S. and Canadian securities; and
- provided fixed income trade processing services to 20 of the 24 primary dealers of fixed income securities in the U.S.

Competition

We operate in a highly competitive industry. Our Investor Communication Solutions business competes with companies that provide investor communication and corporate governance solutions including proxy services providers, transfer agents, proxy advisory firms, proxy solicitation firms and financial printers. We also face competition from numerous firms in the compiling, printing and electronic distribution of statements, bills and other customer communications. Within our Global Technology and Operations business, our capital markets solutions compete with in-house operations and vendors that provide trade processing, back-office record keeping, and sell-side order and execution management systems. Similarly, our wealth management solutions compete with service providers that deliver data, technology solutions, and marketing services, and our investment management solutions compete with firms that provide portfolio management, compliance and operational support solutions.

Technology

We have several information processing systems that serve as the core foundation of our technology platform. We leverage these systems in order to provide our services. We are committed to maintaining extremely high levels of quality service through our skilled technical employees and the use of our technology within an environment that seeks continual improvement. Our mission-critical applications are designed to provide high levels of availability, scalability, reliability, and flexibility. They operate on industry standard enterprise architecture platforms that provide high degrees of horizontal and vertical scaling. This scalability and redundancy allows us to provide high degrees of system availability. As part of Broadridge's technology strategy, we leverage traditional data center services as well as private cloud and public cloud services. In 2010, we entered into an Information Technology Services Agreement (the "IT Services Agreement") with International Business Machines Corporation ("IBM"), which was amended and restated in 2019 (the "Amended IT Services Agreement"). Under the Amended IT Services Agreement, IBM performs a broad range of technology services, including supporting our mainframe, midrange, network and data center operations, as well as providing disaster recovery services.

In 2014, the Company and IBM United Kingdom Limited ("IBM UK") entered into an Information Technology Services Agreement (the "EU IT Services Agreement"), which was amended in 2019 (the "Amended EU IT Services Agreement"). Under the Amended EU IT Services Agreement, IBM UK provides data center services supporting the Company's technology outsourcing services for certain clients in Europe and Asia.

In 2019, we entered into an information technology agreement with IBM for private cloud services (the "IBM Private Cloud Agreement") under which IBM will operate, manage and support the Company's private cloud global distributed platforms and products, and operate and manage certain Company networks.

Most of our systems and applications operate in highly resilient data centers that employ multiple active power and cooling distribution paths, redundant components, and are capable of providing 99.995% availability. Additionally, the data centers provide infrastructure capacity and capability to permit any planned activity without disruption to the critical load, and can sustain at least one worst-case, unplanned failure or event with no critical load impact. Our geographically dispersed processing centers also provide disaster recovery and business continuity processing.

Product Development. Our products and services are designed with reliability, availability, scalability, and flexibility so that we can fully meet our clients' processing needs. These applications are built in a manner that allows us to meet the breadth and depth of requirements of our financial services industry clients in a highly efficient manner. We continually upgrade, enhance, and expand our existing products and services, taking into account input from clients, industry-wide initiatives and regulatory changes affecting our clients.

Intellectual Property. We own a portfolio of more than 110 U.S. and non-U.S. patent and patent applications. We also own registered marks for our trade name and own or have applied for trademark registrations for many of our services and products. We regard our products and services as proprietary and utilize internal security practices and confidentiality restrictions in contracts with employees, clients, and others for protection. We believe that we are the owner or in some cases, the licensee, of all intellectual property and other proprietary rights necessary to conduct our business.

Cybersecurity

Our information security program is designed to meet the needs of our clients who entrust us with their sensitive information. Our program includes encryption, data masking technology, data loss prevention technology, authentication technology, entitlement management, access control, anti-malware software, and transmission of data over private networks, among other systems and procedures designed to protect against unauthorized access to information, including by cyber-attacks. In addition, we conduct regular security awareness training as well as testing for our employees.

To further demonstrate our commitment to maintaining the highest levels of quality service, information security, and client satisfaction within an environment that fosters continual improvement, most of our business units and our core applications and facilities for the provision of many services including our proxy services, U.S. equity and fixed income securities processing services, and IBM's data centers, are International Organization for Standardization ("ISO") 27001 certified. This security standard specifies the requirements for establishing, implementing, operating, monitoring, reviewing, maintaining and improving a documented Information Security Management System within the context of the organization's overall business risks. It specifies the requirements for the implementation of security controls customized to the needs of individual organizations. The ISO 27001 standard addresses confidentiality, access control, vulnerability, business continuity, and risk assessment.

Additionally, Broadridge is utilizing the National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (the "NIST Framework") issued by the U.S. government in 2014 and updated in 2018, as a guideline to manage our cybersecurity-related risk. The NIST Framework outlines 108 subcategories of security controls and outcomes over five functions: identify, protect, detect, respond and recover.

Regulation

The securities and financial services industries are subject to extensive regulation in the U.S. and in other jurisdictions. As a matter of public policy, regulatory bodies in the U.S. and the rest of the world are charged with safeguarding the integrity of the securities and other financial markets and with protecting the interests of investors participating in those markets. Due to the nature of our services and the markets we serve, these regulatory bodies impact our businesses in the following various manners.

In the U.S., the securities and financial services industries are subject to regulation under both federal and state laws. At the federal level, the SEC regulates the securities industry, along with the Financial Industry Regulatory Authority, Inc. ("FINRA"), the various stock exchanges, and other SROs. The Department of Labor ("DOL") enforces the Employee Retirement Income Security Act of 1974 ("ERISA") regulations on fiduciaries and organizations that provide services to retirement plans such as Matrix. As a provider of services to financial institutions and issuers of securities, our services, such as our proxy and shareholder report processing and distribution services, are provided in a manner to assist our clients in complying with the laws and regulations to which they are subject. As a result, the services we provide may be required to change as applicable laws and regulations are adopted or revised. We monitor legislative and rulemaking activity by the SEC, FINRA, DOL, the stock exchanges and other regulatory bodies that may impact our services, and if new laws or regulations are adopted or changes are made to existing laws or regulations applicable to our services, we expect to adapt our business practices and service offerings to continue to assist our clients in fulfilling their obligations under new or modified requirements.

Certain aspects of our business are subject to regulatory compliance or oversight. As a provider of technology services to financial institutions, certain aspects of our U.S. operations are subject to regulatory oversight and examination by the Federal Financial Institutions Examination Council ("FFIEC"), an interagency body of the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the National Credit Union Administration. Periodic examinations by the FFIEC generally include areas such as internal audit, risk management, business continuity planning, information security, systems development, and third-party vendor management to identify potential risks related to our services that could adversely affect our banking and financial services clients.

In addition, our business process outsourcing, mutual fund processing and transfer agency solutions, as well as the entities providing those services, are subject to regulatory oversight. Our business process outsourcing and mutual fund processing services are performed by a broker-dealer, Broadridge Business Process Outsourcing, LLC ("BBPO"). BBPO is registered with the SEC, is a member of FINRA and is required to participate in the Securities Investor Protection Corporation ("SIPC"). Although BBPO's FINRA membership agreement allows it to engage in clearing, and the retailing of corporate securities in addition to mutual fund retailing on a wire order basis, BBPO does not clear customer transactions, process any retail business or carry customer accounts. BBPO is subject to regulations concerning many aspects of its business, including trade practices, capital requirements, record retention, money laundering prevention, the protection of customer funds and customer securities, and the supervision of the conduct of directors, officers and employees. A failure to comply with any of these laws, rules or regulations could result in censure, fine, the issuance of cease-and-desist orders, or the suspension or revocation of SEC or FINRA authorization granted to allow the operation of its business or disqualification of its directors, officers or employees.

There has been continual regulatory scrutiny of the securities industry including the outsourcing by firms of their operations or functions. This oversight could result in the future enactment of more restrictive laws or rules with respect to business process outsourcing. As a registered broker-dealer and member of FINRA, BBPO is subject to the Uniform Net Capital Rule 15c3-1 of the Securities Exchange Act of 1934, as amended, which requires BBPO to maintain a minimum net capital amount. At June 30, 2021, BBPO was in compliance with this capital requirement.

BBPO, as a “Managing Clearing Member” of the Options Clearing Corporation (the “OCC”), is also subject to OCC Rule 309(b) with respect to the business process outsourcing services that it provides to other OCC “Managed Clearing Member” broker-dealers. OCC Rule 309(b) requires that BBPO maintain a minimum net capital amount. At June 30, 2021, BBPO was in compliance with this capital requirement.

Matrix Trust Company (“Matrix Trust”), is a Colorado State non-depository trust company and National Securities Clearing Corporation trust member, whose primary business is to provide cash agent, custodial and directed trustee services to institutional customers, and investment management services to collective investment trust funds (“CITs”). As a result, Matrix Trust is subject to various regulatory capital requirements administered by the Colorado Division of Banking and the Arizona Department of Financial Institutions, as well as the National Securities Clearing Corporation. Specific capital guidelines that involve quantitative measures of assets, liabilities, and certain off-balance sheet items, when applicable, must be met. At June 30, 2021, Matrix Trust was in compliance with its capital requirements. In addition, in connection with the offering of CITs, Matrix Trust acts as a discretionary trustee and an ERISA fiduciary. CITs are subject to regulation by the IRS, federal and state banking regulators, and ERISA, which impose a number of duties on persons who are fiduciaries under ERISA. Matrix Trust is also subject to regulation by the Colorado Division of Banking and the Arizona Department of Financial Institutions which regulate the CITs pursuant to Office of the Comptroller of the Currency regulation.

Our transfer agency business, Broadridge Corporate Issuer Solutions, is subject to certain SEC rules and regulations, including annual reporting, examination, internal controls, proper safeguarding of issuer and shareholder funds and securities, and obligations relating to its operations. Our transfer agency business has been formally approved by the NYSE to act as a transfer agent or registrar for issuers of NYSE listed securities and as a result, it is subject to certain NYSE requirements concerning operational standards. Furthermore, it is also subject to U.S. Internal Revenue Service (the “IRS”) regulations, as well as certain provisions of the Gramm-Leach-Bliley Act (“GLBA”) and the Federal Trade Commission’s (the “FTC”) regulations with respect to maintenance of information security safeguards. In addition, certain state laws govern certain services performed by our transfer agency business.

In addition, our regulated businesses are required to comply with anti-money laundering laws and regulations, such as, in the U.S., the Bank Secrecy Act, as amended by the USA PATRIOT Act of 2001 (collectively, the “BSA”), and the BSA implementing regulations of the Financial Crimes Enforcement Network (“FinCEN”), a bureau of the U.S. Department of the Treasury. A variety of similar anti-money laundering requirements apply in other countries.

Privacy and Information Security Regulations

The processing and transfer of personal information is required to provide certain of our services. Data privacy laws and regulations in the U.S. and foreign countries apply to the access, collection, transfer, use, storage, and destruction of personal information. In the U.S., our financial institution clients are required to comply with privacy regulations imposed under the GLBA, in addition to other regulations. As a processor of personal information in our role as a provider of services to financial institutions, we must comply with the FTC’s Safeguards Rule implementing certain provisions of GLBA with respect to maintenance of information security safeguards.

We perform services for healthcare companies and are, therefore, subject to compliance with laws and regulations regarding healthcare information, including in the U.S., the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). We also perform credit-related services and agree to comply with payment card standards, including the Payment Card Industry Data Security Standard. In addition, federal and state privacy and information security laws, and consumer protection laws, which apply to businesses that collect or process personal information, also apply to our businesses.

Privacy laws and regulations may require notification to affected individuals, federal and state regulators, and consumer reporting agencies in the event of a security breach that results in unauthorized access to, or disclosure of, certain personal information. Privacy laws outside the U.S. may be more restrictive and may require different compliance requirements than U.S. laws and regulations, and may impose additional duties on us in the performance of our services.

There has been increased public attention regarding the use of personal information and data transfer, accompanied by legislation, regulations and enforcement activity intended to strengthen data protection, information security and consumer and personal privacy.

The law in this area continues to develop and the changing nature of privacy laws in the U.S., the European Union and elsewhere could impact our processing of personal information of our employees and on behalf of our clients. For example, the European Union Parliament adopted the comprehensive General Data Protection Regulation (“GDPR”) and the California Consumer Privacy Act (“CCPA”) became effective as of January 2020 and the California Consumer Privacy Rights Act (“CPRA”) will become effective on January 1, 2023. In addition, several U.S. states have also recently adopted new privacy laws or are proposing to pass their own state privacy laws.

We continually monitor privacy and information security laws and regulations and while we believe that we are compliant with our regulatory responsibilities, information security threats continue to evolve resulting in increased risk and exposure. In addition, legislation, regulation, litigation, court rulings, or other events could expose Broadridge to increased costs, liability, and possible damage to our reputation.

Legal Compliance

Regulations issued by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury place prohibitions and restrictions on all U.S. citizens and entities, including the Company, with respect to transactions by U.S. persons with specified countries and individuals and entities identified on OFAC’s sanctions lists and Specially Designated Nationals and Blocked Persons List (for example, individuals and companies owned or controlled by, or acting for or on behalf of, countries subject to certain economic and trade sanctions, as well as terrorists, terrorist organizations and narcotics traffickers identified by OFAC under programs that are not country specific). Similar requirements apply to transactions and dealings with persons and entities specified in lists maintained in other countries. We have developed procedures and controls that are designed to monitor and address legal and regulatory requirements and developments to protect against having direct business dealings with such prohibited countries, individuals or entities.

Compliance with laws and regulations that are applicable to our businesses with an international reach can be complex and may increase our cost of doing business in international jurisdictions. Our international business could expose us to fines and penalties if we fail to comply with these regulations. These laws and regulations include import and export requirements, trade restrictions and embargoes, data privacy requirements, labor laws, tax laws, anti-competition regulations, U.S. laws such as the Foreign Corrupt Practices Act, and local laws prohibiting bribery and other improper payments or inducements, such as the U.K. Bribery Act. Although we have implemented policies, procedures and training designed to ensure compliance with applicable laws and regulations, there can be no assurance that our employees, contractors, vendors and agents will not take actions in violation of our policies or applicable laws and regulations, particularly as we expand our operations, including through acquisitions of businesses that were not previously subject to and may not have familiarity with laws and regulations applicable to us or compliance policies similar to ours. Any violations of sanctions or export control regulations or other laws could subject us to civil or criminal penalties, including the imposition of substantial fines and interest or prohibitions on our ability to offer our products and services to one or more countries, and could also damage our reputation, our international expansion efforts and our business, and negatively impact our operating results.

Seasonality

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

Human Capital Management

As of June 30, 2021, we had 13,704 full-time associates, of which approximately 56% were employed in the Americas, 12% in Europe, and 32% in the APAC region, where a substantial number of associates are in India. None of our associates are subject to collective bargaining agreements and we believe that our employee relations are good.

We are driven by the success of each of our associates, and we recognize that it is because of their hard work, talent and commitment that we continue to deliver outstanding results for our clients. That is why we strive to provide a workplace that fosters a collaborative and supportive culture where everyone feels welcomed, accepted and empowered to be their best.

At the center of our associate engagement efforts is the concept of the Service-Profit Chain, where engaged associates deliver world-class service, which creates satisfied clients and, in turn, produces strong, long-term value for stockholders.

Our Board of Directors believes that human capital management and succession planning are vital to our success. The Compensation Committee of the Company's Board of Directors has oversight over human capital management matters, including initiatives and programs that concern our culture, talent, recruitment, retention and associate engagement. In addition, our Chief Human Resources Officer and our Chief Diversity Officer report to our Board periodically on our initiatives and progress on diversity, equity and inclusion practices. The Board annually reviews the Company's executive talent including the Company's leadership bench and succession planning.

Diversity, Equity and Inclusion

We are dedicated to fostering a diverse, equitable, inclusive and healthy environment. As a leading provider of technology, communications and data and analytics solutions to businesses around the world, it is critical that we understand, embrace and operate in a multicultural environment. Every associate has unique strengths, which, when fully appreciated and embraced, allows everyone to perform at their best, leading to our success. Our goal is to ensure our associates at every level of the organization better represent the diversity of the clients we serve and communities in which we work. We are committed to advancing diversity, equity and inclusion initiatives and values into our culture.

We have an Executive Diversity Committee, chaired by our President, that meets quarterly and provides insight and recommendations on critical diversity, equity and inclusion-related opportunities and issues. In addition, we support a number of associate-led employee resource groups (our Associate Networks), where associates with similar backgrounds and interests can find peer support, shape company culture, receive mentorship and sponsorship from senior members and develop their careers.

In 2020, we appointed a Chief Diversity Officer, whose role is to design and implement a holistic diversity, equity and inclusion strategy, and partner with our business units to develop the resources and competencies needed to drive this strategy. Our Chief Diversity Officer is a member of the Executive Diversity Committee and provides regular updates to our Chief Executive Officer and executive leadership team. In addition, the Chief Diversity Officer serves as an advisor on global initiatives, such as our Associate Networks, and our recruitment and compliance efforts.

Talent and Development

We believe that our associates are among our most important assets. Encouraging professional development opportunities is a core part of our culture. One important resource we provide our associates is Broadridge University, a comprehensive suite of online courses and on-site training. We also have a tuition reimbursement program, and we support participation in external learning opportunities. In 2021, we launched our reverse mentoring program, which supports associate engagement and increasing a sense of belonging and inclusion by aligning associates from all levels and backgrounds (including but not limited to different generations, race, gender, ability, and sexual orientation) to serve as mentors to senior leaders.

Health, Safety and Wellness

We are committed to providing a safe workplace. We continuously strive to meet or exceed all laws, regulations and accepted practices pertaining to workplace safety. We have developed extensive safety policies, standards and procedures to which all associates are required to comply. Our policies are based on both U.S. Occupational Safety and Health Administration standards and site-specific guidelines to ensure that associates work in a safe and healthy environment. At our larger production facilities and at certain other locations, we house on-site Wellness Centers staffed with physicians, nurse practitioners and physician assistants who provide a wide variety of medical services at no cost to our associates.

As we navigate the Covid-19 pandemic, the well-being of our associates is one of our highest priorities. We have taken numerous steps in support of these priorities, including remote work for our non-production associates, and stringent safety and disinfecting measures in our facilities to mitigate the spread of the virus. We removed economic pressure to work by providing extended leave for those who are ill, quarantined, or have a family member in a high-risk group. The Broadridge Pandemic/Covid-19 Committee continues to track the latest developments of the pandemic. We have deployed a task force focused on re-opening our offices to the highest safety standards, including monitoring the external environment, usage of personal protective equipment, providing financial incentives for vaccination, and other measures.

Associate Compensation and Benefits

We have demonstrated a history of investing in our workforce by offering competitive salaries and wages. In addition, we offer various types of compensation, which vary by associate role and country/region, and may include annual bonuses, stock awards, and retirement savings plans. In addition we offer the following benefits (which may vary by country/region): healthcare and insurance benefits, tax efficient or savings programs, such as health and dependent care flexible spending accounts, health savings account and pretax commuter benefits or green transport tax savings schemes, paid time off, paid parental leave, quarantine and Covid leave, vaccination time off, life and disability insurance, business travel accident insurance, charitable gift matching, tuition assistance and on-site health centers, among others.

Associate Engagement

We regularly conduct multiple surveys and focus groups to assess associate engagement and determine if and how perspectives have changed over time. Our surveys and focus group practices allow our associates to share their views on our workplace, the importance of various aspects of work life, among other topics. The themes and insights of our associate feedback are shared with our executive leadership and has been instrumental in shaping our approach to planning for the future of our workplace. In 2021, our employee engagement score rose 8% from 2020, and for the third consecutive year, we received U.S. and Canada certification from Great Place to Work® for our outstanding workplace culture. We also received certification in India for the fourth consecutive year and first-time certification in the United Kingdom, Ireland, and Russia. The Great Place to Work Institute is a global authority on high-trust, high-performance workplaces.

ITEM 1A. Risk Factors

You should carefully consider each of the following risks and all of the other information set forth in this Annual Report on Form 10-K or incorporated by reference herein. Based on the information currently known to us, we believe that the following information identifies the most significant factors affecting our company. However, additional risks and uncertainties not currently known to us or that we currently believe to be immaterial may also adversely affect our business.

If any of the following risks and uncertainties develop into actual events, they could have a material adverse effect on our business, financial condition, or results of operations.

The Covid-19 pandemic may negatively impact our business, results of operations and financial performance.

The Covid-19 pandemic is having a significant effect on the world economy, which has created significant uncertainties. These uncertainties include, but are not limited to, the adverse effects of the pandemic on the economy, our employees, our clients and our third-party service providers. The Covid-19 pandemic has created significant uncertainty and business and economic disruption. Any of the following factors, or other cascading effects of the Covid-19 pandemic that are not currently foreseeable, could negatively affect our operations and performance of our services, increase our costs, and negatively impact our sales, results of operations and our liquidity position, possibly to a significant degree:

- The Covid-19 pandemic and the stay-at-home orders and quarantine rules resulting from the pandemic could have an impact on our ability to perform our services and the operations of our facilities. Our ability to provide our services and solutions could be negatively impacted, including as a result of our employees or our clients' and vendors' employees working remotely, or due to business slowdown or interruption caused by the illness of our employees or the safety measures implemented to prevent the illness of our employees such as the potential closures of offices and facilities. In addition, a resurgence of the Covid-19 virus in the areas where we operate could result in additional stay-at-home orders being put in place. Our inability or failure to properly perform our services could cause us to incur expenses including service penalties, lose revenues, lose clients or damage our reputation.
- We have taken several measures in response to Covid-19, including adopting strict social distancing and cleaning measures in our production facilities, taking the temperature of production-related employees in affected areas, and continuing remote work for many of our employees. We may take further actions in our facilities as may be required by government authorities or as we determine are in the best interests of our employees, clients, and vendors, including as employees return to our offices. There is no certainty that such measures will be sufficient to mitigate the risks posed by Covid-19 or will be satisfactory to government authorities.

- We are a global company and our business is highly dependent on the financial services industry and exchanges and market centers. The pandemic continues to adversely impact global commercial activity. An extended period of market disruption or closures, or a prolonged economic downturn, could negatively impact our business and financial results. We could experience a decrease in demand for our services or a delay or reduction in our sales if a prolonged economic downturn causes financial stress for our clients. We could also experience a delay in onboarding our clients. Further, a sustained decline in market values could result in decreased assets under administration negatively impacting our mutual fund processing business. In addition, lower interest rates have negatively impacted our mutual fund processing and transfer agency businesses.
- The technological resources and infrastructure used by us, as well as the third-party service providers and vendors who support us, such as internet capacity, may be strained due to the increase in the number of remote users. In addition, we may face increased cybersecurity risks due to the number of employees who are working remotely in regions impacted by stay-at-home orders or observing quarantine safety measures. Increased levels of remote access may create additional opportunities for cybercriminals to attempt to exploit vulnerabilities, and employees may be more susceptible to phishing and social engineering attempts due to increased stress caused by the crisis and from balancing family and work responsibilities at home.
- We rely on third-party service providers and vendors to provide critical systems and services such as data center services and materials needed for the production and delivery of our print services, and the Covid-19 pandemic could present heightened or novel risks with respect to the continuity of our critical vendors' services or ability to supply materials including the possibility of closure or business interruption.
- There is a potential risk that members of our senior management team and/or our board of directors could become incapacitated or otherwise unable to perform their duties for an extended period of time due to illness resulting from the Covid-19 pandemic.

There are no comparable recent events which may provide guidance as to the effect of the Covid-19 pandemic, and, as a result, its ultimate impact is highly uncertain and subject to change. We cannot foresee the full extent of the impacts on our business, our operations or the global economy and the full impact will depend on numerous evolving factors that are outside our control. However, the effects could have a material adverse effect on our business, results of operations and financial performance.

Consolidation in the financial services industry could adversely affect our revenues by eliminating some of our existing and potential clients and could make us increasingly dependent on a more limited number of clients.

Mergers or consolidations of financial institutions could reduce the number of our clients and potential clients. If our clients merge with or are acquired by other firms that are not our clients, or firms that use fewer of our services, they may discontinue or reduce the use of our services. In addition, it is possible that the larger financial institutions resulting from mergers or consolidations could decide to perform in-house some or all of the services that we currently provide or could provide. Any of these developments could have a material adverse effect on our business and results of operations.

A large percentage of our revenues are derived from a small number of clients in the financial services industry.

In fiscal year 2021, we derived approximately 51% of the revenues of our Global Technology and Operations segment from the 15 largest clients in that segment. Our largest single client accounted for approximately 6% of our consolidated revenues in fiscal year 2021. While these clients generally work with multiple business segments, the loss of business from any of these clients due to merger or consolidation, financial difficulties or bankruptcy, or the termination or non-renewal of contracts could have a material adverse effect on our revenues and results of operations. Also, in the event a client experiences financial difficulties or bankruptcy resulting in a reduction in their demand for our services or loss of the client's business, in addition to losing the revenue from that client, we would be required to write-off any investments made by us in connection with that client, including costs incurred to set up or convert a client's systems to function with our technology. Such costs for all clients represented approximately 10% of our total assets as of June 30, 2021.

Security breaches or cybersecurity attacks could adversely affect our ability to operate, could result in personal, confidential or proprietary information being misappropriated, and may cause us to be held liable or suffer harm to our reputation.

We process and transfer sensitive data, including personal information, valuable intellectual property and other proprietary or confidential data provided to us by our clients, which include financial institutions, public companies, mutual funds, and healthcare companies. We also handle personal information of our employees in connection with their employment. We maintain systems and procedures including encryption, authentication technology, data loss prevention technology, entitlement management, access control and anti-malware software, and transmission of data over private networks to protect against unauthorized access to physical and electronic information, including by cybersecurity attacks.

In certain circumstances, our third-party vendors may have access to sensitive data including personal information. It is also possible that a third-party vendor could intentionally or inadvertently disclose sensitive data, including personal information. We require our third-party vendors to have appropriate security controls if they have access to the personal information of our clients' customers or our employees. However, despite those safeguards, it is possible that unauthorized individuals could improperly access our systems or those of our vendors, or improperly obtain or disclose the sensitive data including personal information that we or our vendors process or handle.

Many of our services are provided through the Internet which increases our exposure to potential cybersecurity attacks. We have experienced cybersecurity threats to our information technology infrastructure and have experienced non-material cybersecurity attacks, attempts to breach our systems and other similar incidents. Future threats could cause harm to our business and our reputation and challenge our ability to provide reliable service, as well as negatively impact our results of operations materially. Our insurance coverage may not be adequate to cover all the costs related to cybersecurity attacks or disruptions resulting from such events.

Any security breach resulting in the unauthorized use or disclosure of certain personal information could put individuals at risk of identity theft and financial or other harm and result in costs to us in investigation, remediation, legal defense and in liability to parties who are financially harmed. We may incur significant costs to protect against the threat of information security breaches or to respond to or alleviate problems caused by such breaches. For example, laws may require notification to regulators, clients or employees and enlisting credit monitoring or identity theft protection in the event of a privacy breach. A cybersecurity attack could also be directed at our systems and result in interruptions in our operations or delivery of services to our clients and their customers. Furthermore, a material security breach could cause us to lose revenues, lose clients or cause damage to our reputation.

Our clients are subject to complex laws and regulations, and new laws or regulations and/or changes to existing laws or regulations could impact our clients and, in turn, adversely impact our business or may reduce our profitability.

We provide technology solutions to financial services firms that are generally subject to extensive regulation in the U.S. and in other jurisdictions. As a provider of services to financial institutions and issuers of securities, our services are provided in a manner designed to assist our clients in complying with the laws and regulations to which they are subject. Therefore, our services, such as our proxy services, shareholder report distribution, and customer communications services, are particularly sensitive to changes in laws and regulations governing the financial services industry and the securities markets. Changes in laws and regulations could require changes in the services we provide or the manner in which we provide our services, or they could result in a reduction or elimination of the demand for our services.

Our investor communications services and the fees we charge our clients for certain services are subject to change if applicable SEC or stock exchange rules or regulations are amended, or new laws or regulations are adopted, which could result in a material negative impact on our business and financial results. For example, the SEC's recently proposed modifications to the mutual fund and exchange-traded fund disclosure framework could have an impact on our services, business and financial results if adopted and implemented as proposed.

In addition, new regulations governing our clients could result in significant expenditures that could cause them to reduce their use of our services, seek to renegotiate existing agreements, or cease or curtail their operations, all of which could adversely impact our business. Further, an adverse regulatory action that changes a client's business or adversely affects its financial condition, could decrease their ability to purchase, or their demand for, our products and services. The loss of business from our larger clients could have a material adverse effect on our revenues and results of operations.

Our business and results of operations may be adversely affected if we do not comply with legal and regulatory requirements that apply to our services or businesses, and new laws or regulations and/or changes to existing laws or regulations to which we are subject may adversely affect our ability to conduct our business or may reduce our profitability.

The legislative and regulatory environment of the financial services industry is continuously changing. The SEC, FINRA, DOL, various stock exchanges and other U.S. and foreign governmental or regulatory authorities continuously review legislative and regulatory initiatives and may adopt new or revised laws and regulations or provide revised interpretations or they may change the enforcement priorities with respect to existing laws and regulations. These legislative and regulatory initiatives may impact the way in which we conduct our business, requiring changes to the way we provide our services or additional investment which may make our business less profitable. Further, as a provider of technology services to financial institutions, certain aspects of our U.S. operations are subject to regulatory oversight and examination by the FFIEC. A sufficiently unfavorable review from the FFIEC could have a material adverse effect on our business. With an increased focus on vendor risk management, the FFIEC and other regulatory agencies provide guidelines for overseeing technology service providers, increasing the contractual requirements with our clients and the cost of providing our services.

Our business process outsourcing, mutual fund processing and transfer agency solutions as well as the entities providing those services are subject to regulatory oversight. Our provision of these services must comply with applicable rules and regulations of the SEC, FINRA, DOL, various stock exchanges and other regulatory bodies charged with safeguarding the integrity of the securities markets and other financial markets and protecting the interests of investors participating in these markets. If we fail to comply with any applicable regulations in performing these services, we could be subject to suits for breach of contract or to governmental proceedings, censures and fines. In addition, we could lose clients and our reputation could be harmed, negatively impacting our ability to attract new clients.

As a provider of data and business processing solutions, our systems contain a significant amount of sensitive data, including personal information, related to our clients, customers of our clients, and our employees. We are, therefore, subject to compliance obligations under federal, state and foreign privacy and information security laws, including in the U.S., the GLBA, HIPAA, the CCPA, and the GDPR in the EU, and we are subject to penalties for failure to comply with such regulations. Such penalties could have a material adverse effect on our financial condition, results of operations, or cash flows. There has been increased public attention regarding the use of personal information, accompanied by legislation and regulations intended to strengthen data protection, information security and consumer and personal privacy. The law in these areas continues to develop, the number of jurisdictions adopting such laws continues to increase and these laws may be inconsistent from jurisdiction to jurisdiction. Furthermore, the changing nature of privacy laws in the U.S., the European Union and elsewhere could impact our processing of personal information of our employees and on behalf of our clients. While we believe that Broadridge is compliant with its regulatory responsibilities, information security threats continue to evolve resulting in increased risk and exposure and increased costs to protect against the threat of information security breaches or to respond to or alleviate problems caused by such breaches.

Our ability to comply with regulations depends largely upon the maintenance of an effective compliance system which can be time consuming and costly, as well as our ability to attract and retain qualified compliance personnel.

Our revenues may decrease due to declines in the levels of participation and activity in the securities markets.

We generate significant revenues from the transaction processing fees we earn from our services. These revenue sources are substantially dependent on the levels of participation and activity in the securities markets. The number of unique securities positions held by investors through our clients and our clients' customer trading volumes reflect the levels of participation and activity in the markets, which are impacted by market prices, and the liquidity of the securities markets, among other factors. Volatility in the securities markets and sudden sharp or gradual but sustained declines in market participation and activity can result in reduced investor communications activity, including reduced proxy and event-driven communications processing such as mutual fund proxy, mergers and acquisitions and other special corporate event communications processing, and reduced trading volumes. In addition, our event-driven fee revenues are based on the number of special corporate events and transactions we process. Event-driven activity is impacted by financial market conditions and changes in regulatory compliance requirements, resulting in fluctuations in the timing and levels of event-driven fee revenues. As such, the timing and level of event-driven activity and its potential impact on our revenues and earnings are difficult to forecast. The occurrence of any of these events would likely result in reduced revenues and decreased profitability from our business operations.

We may be adversely impacted by a failure of third-party service providers to perform their functions.

We rely on relationships with third parties, including our service providers and other vendors for certain functions. If we are unable to effectively manage our third-party relationships and the agreements under which our third-party vendors operate, our financial results or reputation could suffer. We rely on these third parties, including our data center and cloud services providers, to provide services in a timely and accurate manner and to adequately address their own cybersecurity risks. Failure by these third parties to adequately perform their services as expected could result in material interruptions in our operations, and negatively impact our services resulting in a material adverse effect on our business and financial results.

Certain of our businesses rely on a single or a limited number of service providers or vendors. Changes in the business condition (financial or otherwise) of these service providers or vendors could impact their provision of services to us or they may no longer be able to provide services to us at all, which could have a material adverse effect on our business and financial results. In such circumstances, we cannot be certain that we will be able to replace our key third-party vendors in a timely manner or on terms commercially reasonable to us given, among other reasons, the scope of responsibilities undertaken by some of our service providers, the depth of their experience and their familiarity with our operations generally.

If we change a significant vendor, an existing service provider makes significant changes to the way it conducts its operations, or is acquired, or we seek to bring in-house certain services performed today by third parties, we may experience unexpected disruptions in the provision of our solutions, which could have a material adverse effect on our business and financial results.

Furthermore, certain third-party service providers or vendors may have access to sensitive data including personal information, valuable intellectual property and other proprietary or confidential data provided to us by our clients. It is possible that a third-party vendor could intentionally or inadvertently disclose sensitive data including personal information, which could have a material adverse effect on our business and financial results and damage our reputation.

We rely on the United States Postal Service (“USPS”) and other third-party carriers to deliver communications and changes in our relationships with these carriers or an increase in postal rates or shipping costs may adversely impact demand for our products and services and could have an adverse impact on our business and results of operations.

We rely upon the USPS and third-party carriers, including the United Parcel Service, for timely delivery of communications on behalf of our clients. As a result, we are subject to carrier disruptions due to factors that are beyond our control, including employee strikes, inclement weather, increased fuel costs and suspension of delivery of communications to certain countries as a result of the Covid-19 pandemic. Any failure to deliver communications to or on behalf of our clients in a timely and accurate manner may damage our reputation and brand and could cause us to lose clients. In addition, the USPS has incurred significant financial losses in recent years and may, as a result, implement significant changes to the breadth or frequency of its mail delivery causing disruptions in the service. If our relationship with any of these third-party carriers is terminated or impaired, or if any of these third parties are unable to distribute communications, we would be required to use alternative, and possibly more expensive, carriers to complete our distributions on behalf of our clients. We may be unable to engage alternative carriers on a timely basis or on acceptable terms, if at all, which could have an adverse effect on our business. In addition, future increases in postal rates or shipping costs, as well as changes in customer preferences, may result in decreased demand for our traditional printed and mailed communications resulting in an adverse effect on our business, financial condition and results of operations.

In the event of a disaster, our disaster recovery and business continuity plans may fail, which could result in the loss of client data and adversely interrupt operations.

Our operations are dependent on our ability to protect our infrastructure against damage from catastrophe, natural disaster, or severe weather including events resulting from unauthorized security breach, power loss, telecommunications failure, terrorist attack, pandemic, or other events that could have a significant disruptive effect on our operations. We have disaster recovery and business continuity plans in place in the event of system failure due to any of these events and we test our plans regularly. In addition, our data center services provider also has disaster recovery plans and procedures in place. However, we cannot be certain that our plans, or those of our data center services provider, will be successful in the event of a disaster. If our disaster recovery or business continuity plans are unsuccessful in a disaster recovery scenario, we could potentially lose client data or experience material adverse interruptions to our operations or delivery of services to our clients, and we could be liable to parties who are financially harmed by those failures. In addition, such failures could cause us to lose revenues, lose clients or damage our reputation.

Any slowdown or failure of our computer or communications systems could impact our ability to provide services to our clients and support our internal operations and could subject us to liability for losses suffered by our clients or their customers.

Our services depend on our ability to store, retrieve, process, and manage significant databases, and to receive and process transactions and investor communications through a variety of electronic systems. Our systems, those of our data center and cloud services providers, or any other systems with which our systems interact could slow down significantly or fail for a variety of reasons, including:

- computer viruses or undetected errors in internal software programs or computer systems;
- direct or indirect hacking or denial of service cybersecurity attacks;
- inability to rapidly monitor all system activity;
- inability to effectively resolve any errors in internal software programs or computer systems once they are detected;
- heavy stress placed on systems during peak times or due to high volumes or volatility; or
- power or telecommunications failure, fire, flood, pandemic or any other disaster.

While we monitor system loads and performance and implement system upgrades to handle predicted increases in trading volume and volatility, we may not be able to predict future volume increases or volatility accurately or that our systems and those of our data center services and cloud services providers will be able to accommodate these volume increases or volatility without failure or degradation. In addition, we may not be able to prevent cybersecurity attacks on our systems. Moreover, because we have outsourced our data center operations and use third-party cloud services providers for storage of certain data, the operation, performance and security functions of the data center and the cloud system involve factors beyond our control. Any significant degradation or failure of our computer systems, communications systems or any other systems in the performance of our services could cause our clients or their customers to suffer delays in their receipt of our services. These delays could cause substantial losses for our clients or their customers, and we could be liable to parties who are financially harmed by those failures. In addition, such failures could cause us to lose revenues, lose clients or damage our reputation.

The inability to properly perform our services or operational errors in the performance of our services could lead to liability for claims, client loss and result in reputational damage.

The inability or the failure to properly perform our services could result in our clients and/or certain of our subsidiaries that operate regulated businesses being subjected to losses including censures, fines, or other sanctions by applicable regulatory authorities, and we could be liable to parties who are financially harmed by those errors. In addition, the inability to properly perform our services or errors in the performance of our services could cause us to incur expenses including service penalties, lose revenues, lose clients or damage our reputation.

General economic and political conditions and broad trends in business and finance that are beyond our control may contribute to reduced levels of activity in the securities markets, which could result in lower revenues from our business operations.

Our services are impacted by the number of unique securities positions held by investors through our clients, the level of investor communications activity we process on behalf of our clients, trading volumes, market prices, and liquidity of the securities markets. These factors are in turn affected by general national and international economic and political conditions, and broad trends in business and finance that result in changes in participation and activity in the securities markets. For example, the Covid-19 pandemic continues to adversely impact global commercial activity and has contributed to a general economic recession, adversely impacting our clients. These factors include:

- economic, political and market conditions;
- legislative and regulatory changes;
- the availability of short-term and long-term funding and capital;
- the level and volatility of interest rates;
- currency values and inflation;
- financial well-being of our clients; and
- national, state, and local taxation levels affecting securities transactions.

These factors are beyond our control and may contribute to reduced levels of participation and activity in the securities markets. Our revenues have historically been largely driven by transaction processing based on levels of participation and activity in the securities markets. Accordingly, any significant reduction in participation and activity in the securities markets would likely result in lower revenues from our business operations.

If the operational systems and infrastructure that we depend on fail to keep pace with our growth, we may experience operating inefficiencies, client dissatisfaction and lost revenue opportunities.

The growth of our business and expansion of our client base may place a strain on our management and operations. We believe that our current and anticipated future growth will require the implementation of new and enhanced communications and information systems, the training of personnel to operate these systems, and the expansion and upgrade of core technologies. While many of our systems are designed to accommodate additional growth without redesign or replacement, we may nevertheless need to make significant investments in additional hardware and software to accommodate growth. In addition, we cannot assure you that we will be able to predict the timing or rate of this growth accurately or expand and upgrade our systems and infrastructure on a timely basis.

Our growth has required and will continue to require increased investments in management personnel and systems, financial systems and controls, and office facilities. We cannot assure you that we will be able to manage or continue to manage our future growth successfully. If we fail to manage our growth, we may experience operating inefficiencies, dissatisfaction among our client base, and lost revenue opportunities.

If we are unable to respond to the demands of our existing and new clients, or adapt to technological changes or advances, our business and future growth could be impacted.

The global financial services industry is characterized by increasingly complex and integrated infrastructures and products, new and changing business models and rapid technological and regulatory changes. Our clients' needs and demands for our products and services evolve with these changes. Our future success will depend, in part, on our ability to respond to our clients' demands for new services, capabilities and technologies on a timely and cost-effective basis. We also need to adapt to technological advancements such as digital and distributed ledger or blockchain technologies and cloud computing and keep pace with changing regulatory standards to address our clients' increasingly sophisticated requirements. Transitioning to these new technologies may be disruptive to our resources and the services we provide and may increase our reliance on third-party service providers such as our cloud services provider.

In addition, we run the risk of disintermediation due to emerging technologies, including distributed ledger or blockchain technologies. If we fail to adapt or keep pace with new technologies in a timely manner, it could harm our ability to compete, decrease the value of our products and services to our clients, and harm our business and impact our future growth.

Intense competition could negatively affect our ability to maintain or increase our market share and profitability.

The markets for our products and services continue to evolve and are highly competitive. We compete with a number of firms that provide similar products and services. In addition, our securities processing solutions compete with our clients' in-house capabilities to perform competitive functions. Our competitors may be able to respond more quickly to new or changing opportunities, technologies, and client requirements and may be able to undertake more extensive promotional activities, offer more attractive terms to clients and adopt more aggressive pricing policies than we will be able to offer or adopt. In addition, we expect that the markets in which we compete will continue to attract new competitors and new technologies, including international providers of similar products and services to ours. There can be no assurances that we will be able to compete effectively with current or future competitors. If we fail to compete effectively, our market share could decrease and our business, financial condition, and results of operations could be materially harmed.

We may be unable to attract and retain key personnel.

Our continued success depends on our ability to attract and retain key personnel such as our senior management and other qualified personnel including highly skilled technical employees to conduct our business. Skilled and experienced personnel in the areas where we compete are in high demand, and competition for their talents is intense. There can be no assurance that we will be successful in our efforts to recruit and retain the required key personnel. If we are unable to attract and retain qualified individuals or our recruiting and retention costs increase significantly, our operations and financial results could be materially adversely affected.

The inability to identify, obtain and retain important intellectual property rights to technology could harm our business.

Our success depends in part upon the development, licensing, and acquisition of systems and applications to conduct our business. Our success will increasingly depend in part on our ability to identify, obtain and retain intellectual property rights to technology, both for internal use as well as for use in providing services to our clients, through internal development, acquisition, licensing from others, or alliances with others. Our inability to identify, obtain and retain rights to certain technology on favorable terms and conditions would make it difficult to conduct business, or to timely introduce new and innovative products and services, which could harm our business, financial condition, and results of operations.

Our products and services, and the products and services provided to us by third parties, may infringe upon intellectual property rights of third parties, and any infringement claims could require us to incur substantial costs, distract our management, or prevent us from conducting our business.

Although we attempt to avoid infringing upon known proprietary rights of third parties, we are subject to the risk of claims alleging infringement of third-party proprietary rights. If in response to a third-party infringement allegation, we were to determine that we require a license to such third-party's proprietary rights, then we may be unable to obtain such license on commercially reasonable terms. Additionally, third parties that provide us with products or services that are integral to the conduct of our business may also be subject to similar infringement allegations from others, which could prevent such third parties from continuing to provide these products or services to us. In either of these events, we may need to undertake substantial reengineering of our products or services in order to continue offering them, and we may not succeed in doing so. In addition, any claim of infringement could cause us to incur substantial costs defending such claim, even if the claim is baseless, and could distract our management from our business. Furthermore, a party asserting such an infringement claim could secure a judgment against us that requires us to pay substantial damages, grants such party injunctive relief, or grants other court ordered remedies that could prevent us from conducting our business.

Acquisitions and integrating such acquisitions create certain risks and may affect operating results.

As part of our overall business strategy, we may make acquisitions and strategic investments in companies, technologies or products, or enter joint ventures. These transactions and the integration of acquisitions involve a number of risks. The core risks are in the areas of:

- *valuation*: finding suitable businesses to acquire at affordable valuations or on other acceptable terms; competition for acquisitions from other potential acquirors, and negotiating a fair price for the business based on inherently limited due diligence reviews;
- *integration*: managing the complex process of integrating the acquired company's people, products, technology, and other assets, and converting their financial, information security, privacy and other systems and controls to meet our standards, so as to realize the projected value of the acquired company and the synergies projected to be realized in connection with the acquisition; and
- *legacy issues*: protecting against actions, claims, regulatory investigations, losses, and other liabilities related to the predecessor business.

Also, the process of integrating these businesses may disrupt our business and divert our resources. These risks may arise for a number of reasons including, for example:

- finding suitable businesses to acquire at affordable valuations or on other acceptable terms;
- competition for acquisitions from other potential acquirors;
- incurring unforeseen obligations or liabilities in connection with such acquisitions;
- devoting unanticipated financial and management resources to an acquired business;
- borrowing money from lenders or selling equity or debt securities to the public to finance future acquisitions on terms that may be adverse to us;
- additional debt incurred to finance an acquisition could impact our liquidity and may cause a credit downgrade;
- loss of clients of the acquired business;
- entering markets where we have minimal prior experience; and
- experiencing decreases in earnings as a result of non-cash impairment charges.

In addition, international acquisitions often involve additional or increased risks including, for example:

- geographically separated organizations, systems, and facilities;
- integrating personnel with diverse business backgrounds and organizational cultures;
- complying with non-U.S. regulatory requirements;
- enforcing intellectual property rights in some non-U.S. countries; and
- general economic and political conditions.

We have incurred additional debt in connection with the Itiviti acquisition, which could have a negative impact on our financing options and liquidity position, which could in turn adversely affect our business.

As of June 30, 2021, we had \$3,914.4 million in aggregate principal amount of total debt. Additionally, our revolving credit facility has a remaining borrowing capacity of \$1,385.6 million as of June 30, 2021. Our overall leverage and the terms of our financing arrangements could:

- limit our ability to obtain additional financing in the future for working capital, capital expenditures or acquisitions, to fund growth or for general corporate purposes, even when necessary to maintain adequate liquidity;
- make it more difficult for us to satisfy the terms of our debt obligations;
- limit our ability to refinance our indebtedness on terms acceptable to us, or at all;
- limit our flexibility to plan for and to adjust to changing business and market conditions and increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to make interest and principal payments on our debt, thereby limiting the availability of our cash flow to fund future investments, capital expenditures, working capital, business activities and other general corporate requirements; and
- increase our vulnerability to adverse economic or industry conditions.

Our ability to meet expenses and debt service obligations will depend on our future performance, which could be affected by financial, business, economic and other factors. If we are not able to pay our debt service obligations, we may be required to refinance all or part of our debt, sell assets, borrow more money or raise additional equity capital. In addition, if the credit ratings of our outstanding indebtedness are downgraded, or if rating agencies indicate that a downgrade may occur, our business, financial position, and results of operations could be adversely affected and perceptions of our financial strength could be damaged. A downgrade would also have the effect of increasing our borrowing costs and could decrease the availability of funds we are able to borrow, adversely affecting our business, financial position, and results of operations. Further, a downgrade could adversely affect our relationships with our clients.

We may incur non-cash goodwill impairment charges in the future.

As a result of past acquisitions, we carry a significant goodwill balance on our balance sheet. Goodwill accounted for approximately 46% of the total assets on our balance sheet as of June 30, 2021. We expect to engage in additional acquisitions, which will likely result in our recognition of additional goodwill. We test goodwill for impairment annually as of March 31st and at other times if events have occurred or circumstances exist that indicate the carrying value of goodwill may no longer be recoverable. Although no indications of a goodwill impairment have been identified, there can be no assurance that we will not incur impairment charges in the future, particularly in the event of a prolonged economic recession. A significant non-cash goodwill impairment could have a material adverse effect on our results of operations.

We operate internationally and our operations could be adversely impacted by local legal, economic, political and other conditions.

A portion of our revenue is generated outside the U.S. and in recent years, we have expanded our operations, entered strategic alliances, and acquired businesses outside the U.S. Also, our business is highly dependent on the global financial services industry and exchanges and market centers around the world. Compliance with foreign and U.S. laws and regulations that are applicable to our international operations could cause us to incur higher than anticipated costs, and inadequate enforcement of laws or policies such as those protecting intellectual property, could affect our business and the Company's overall results of operations. Our operations also could be affected by economic and political changes in those countries, particularly in those with developing economies, and by macroeconomic changes, including recessions, inflation and currency fluctuations between the U.S. dollar and non-U.S. currencies.

For example, the United Kingdom's withdrawal from the European Union ("Brexit") became effective on January 31, 2020 and on December 24, 2020, the United Kingdom and the European Union entered into the EU-UK Trade and Cooperation Agreement, which governs bilateral relations in areas such as trade, intellectual property, and energy. However, the post-Brexit relationship between the United Kingdom and the European Union is new and evolving, and any continuing legal or economic disruptions resulting from Brexit may negatively impact our clients with operations in the United Kingdom, which may cause them to reduce their spending on our solutions and services.

In addition, our operations and our ability to deliver our services to our clients could be adversely impacted if there is instability, disruption or destruction in certain geographic regions including as a result of natural or man-made disasters, wars, terrorist activities, or any widespread outbreak of an illness, pandemic, including a continuation or worsening of the Covid-19 pandemic and its variants, or other local or global health issue.

Certain of our services may be exposed to risk from our counterparties and third parties.

Our mutual fund and exchange-traded fund processing services and our transfer agency services involve the settlement of transactions on behalf of our clients and third parties. With these activities, we may be exposed to risk in the event our clients, or broker-dealers, banks, clearing organizations, or depositories are unable to fulfill contractual obligations. Failure to settle a transaction may affect our ability to conduct these services or may reduce their profitability as a result of the reputational risk associated with failure to settle.

Our revenues are subject to seasonal variations because we process and distribute the greatest number of proxy materials and annual reports in our third and fourth fiscal quarters.

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

ITEM 1B. Unresolved Staff Comments

None.

ITEM 2. Properties

We operate our business primarily from 60 facilities. We lease three facilities in Edgewood, New York, and facilities in El Dorado Hills, California; South Windsor, Connecticut; Kansas City, Missouri; Coppell, Texas; and Markham, Canada, with a combined space of 2.2 million square feet which are used in connection with our Investor Communication Solutions business. We also lease a facility in Newark, New Jersey, which houses our principal Global Technology and Operations business operations. We also lease space at 50 additional locations, subject to customary lease arrangements and which expire on a staggered basis, and we also own a facility in Mount Laurel, NJ. We believe our facilities are currently adequate for their intended purposes and are adequately maintained.

ITEM 3. Legal Proceedings

In the normal course of business, the Company is subject to claims and litigation. While the outcome of any claim or litigation is inherently unpredictable, the Company believes that the ultimate resolution of these matters will not, individually or in the aggregate, result in a material impact on its financial condition, results of operations, or cash flows.

ITEM 4. Mine Safety Disclosures

Not applicable.

PART II.

ITEM 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our common stock began trading “regular way” on the NYSE under the symbol “BR” on April 2, 2007. There were 9,644 stockholders of record of the Company’s common stock as of July 30, 2021. This figure excludes the beneficial holders whose shares may be held of record by brokerage firms and clearing agencies.

Dividend Policy

We expect to pay cash dividends on our common stock. On August 11, 2021, our Board of Directors increased our quarterly cash dividend by \$0.065 per share to \$0.64 per share, an increase in our expected annual dividend amount from \$2.30 to \$2.56 per share. The declaration and payment of future dividends to holders of our common stock will be at the discretion of our Board of Directors, and will depend upon many factors, including our financial condition, earnings, capital requirements of our businesses, legal requirements, regulatory constraints, industry practice, and other factors that the Board of Directors deems relevant.

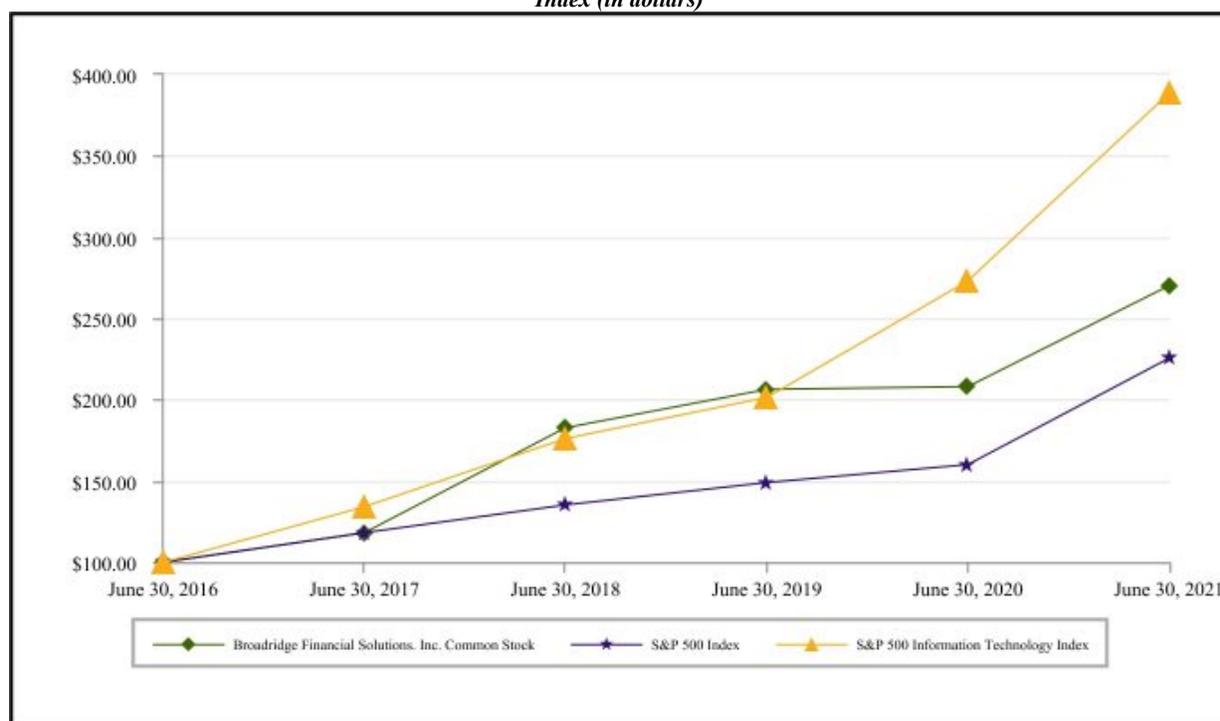
As a holding company, substantially all our assets being comprised of the capital stock of our subsidiaries, our ability to pay dividends will be dependent on our receiving dividends from our operating subsidiaries. Our subsidiaries through which we provide our business process outsourcing and mutual fund processing services, are regulated and may be subject to restrictions on their ability to pay dividends to us. We do not believe that these restrictions are significant enough to impact the Company’s ability to pay dividends.

Performance Graph

The following graph compares the cumulative total return on Broadridge common stock from June 30, 2016 to June 30, 2021, with the comparable cumulative return of the: (i) S&P 500 Index and (ii) S&P 500 Information Technology Index. The graph assumes \$100 was invested on June 30, 2016 in our common stock and in each of the indices and assumes that all cash dividends are reinvested. The table below the graph shows the dollar value of those investments as of the dates in the graph. The comparisons in the graph are required by the SEC and are not intended to forecast or be indicative of future performance of our common stock.

The following performance graph and related information shall not be deemed “soliciting material” or to be “filed” with the SEC, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or the Exchange Act, each as amended, except to the extent that Broadridge specifically incorporates it by reference into such filing.

Comparison of Five Year Cumulative Total Return Among Broadridge Financial Solutions, Inc., S&P 500 Index, and S&P 500 Information Technology Index (in dollars)



	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020	June 30, 2021
Broadridge Financial Solutions, Inc. Common Stock	\$ 100.00	\$ 118.12	\$ 182.69	\$ 206.11	\$ 207.61	\$ 269.96
S&P 500 Index	\$ 100.00	\$ 117.89	\$ 134.82	\$ 148.86	\$ 160.01	\$ 225.25
S&P 500 Information Technology Index	\$ 100.00	\$ 133.89	\$ 175.79	\$ 200.99	\$ 273.14	\$ 388.91

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

The following table contains information about our purchases of our equity securities for each of the three months during our fourth fiscal quarter ended June 30, 2021:

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Publicly Announced Plans or Programs Purchased as Part of (2)	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (2)
April 1, 2021 – April 30, 2021	130,034	\$ 154.92	—	9,586,545
May 1, 2021 – May 31, 2021	—	—	—	9,586,545
June 1, 2021 – June 30, 2021	1,626	162.76	—	9,586,545
Total	131,660	\$ 155.02	—	

(1) Includes 131,660 shares purchased from employees to pay taxes related to the vesting of restricted stock units.

(2) During the fiscal quarter ended June 30, 2021, the Company did not repurchase shares of common stock under its share repurchase program. At June 30, 2021, there were 9,586,545 shares remaining available for repurchase under its share repurchase program. Any share repurchases will be made in the open market or privately negotiated transactions in compliance with applicable legal requirements and other factors.

ITEM 6. Selected Financial Data

The following selected financial data is derived from our Consolidated Financial Statements and should be read in conjunction with our Consolidated Financial Statements, the accompanying Notes to the Consolidated Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations included in this Annual Report on Form 10-K.

	Years Ended June 30,				
	2021	2020	2019	2018	2017
	(in millions, except for per share amounts)				
Statements of Earnings Data					
Revenues (a)	\$ 4,993.7	\$ 4,529.0	\$ 4,362.2	\$ 4,329.9	\$ 4,142.6
Operating income (a)	678.7	624.9	652.7	598.1	534.0
Earnings before income taxes (a)	696.2	579.5	607.3	561.0	488.1
Net earnings (a)	547.5	462.5	482.1	427.9	326.8
Basic earnings per share (a)	\$ 4.73	\$ 4.03	\$ 4.16	\$ 3.66	\$ 2.77
Diluted earnings per share (a)	\$ 4.65	\$ 3.95	\$ 4.06	\$ 3.56	\$ 2.70
Basic Weighted-average shares outstanding	115.7	114.7	115.9	116.8	118.0
Diluted Weighted-average shares outstanding	117.8	117.0	118.8	120.4	120.8
Cash dividends declared per common share	\$ 2.30	\$ 2.16	\$ 1.94	\$ 1.46	\$ 1.32
	June 30,				
	2021	2020	2019	2018	2017
	(in millions)				
Balance Sheet Data					
Cash and cash equivalents	\$ 274.5	\$ 476.6	\$ 273.2	\$ 263.9	\$ 271.1
Total current assets (a)	1,261.3	1,328.0	1,042.3	991.1	989.6
Property, plant and equipment, net	177.2	161.6	189.0	204.1	198.1
Total assets (a)(b)	8,119.8	4,889.8	3,880.7	3,304.7	3,149.8
Total current liabilities (a)(b)	1,288.0	1,341.0	802.6	777.3	744.9
Long-term debt, excluding current portion	3,887.6	1,387.6	1,470.4	1,053.4	1,102.1
Total liabilities (a)(b)	6,310.6	3,543.2	2,753.2	2,210.4	2,146.0
Total stockholders' equity (a)(b)	1,809.1	1,346.5	1,127.5	1,094.3	1,003.8

(a) The Company adopted ASU No. 2014-09 on July 1, 2018, using the modified retrospective transition method with the cumulative effect of initially applying ASU No. 2014-09 recognized at the date of initial application. Accordingly, financial statement periods prior to July 1, 2018 have not been restated for the effects of ASU No. 2014-09. See Note 2, "Summary of Significant Accounting Policies", and Note 3, "Revenue Recognition" to our Consolidated Financial Statements under Item 8 of Part II of this Annual Report on Form 10-K for details of the Company's adoption of ASU No. 2014-09.

(b) The Company adopted ASU No. 2016-02 "Leases", as amended, on July 1, 2019, by recognizing a right-of-use ("ROU") asset and corresponding lease liability, along with a cumulative-effect adjustment to the opening balance of retained earnings, in the period of adoption. The adoption of ASU No. 2016-02, as amended, did not have a material impact on the Consolidated Statements of Earnings, the Consolidated Statements of Comprehensive Income, the Consolidated Statements of Cash Flows, or the Consolidated Statements of Stockholders' Equity. Under this method of adoption, the Company has not restated the prior period Consolidated Financial Statements presented to the current period presentation. See Note 2, "Summary of Significant Accounting Policies", and Note 8, "Leases" in our Consolidated Financial Statements under Item 8 of Part II of this Annual Report on Form 10-K for details of the Company's adoption of ASU No. 2016-02, as amended.

ITEM 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations

This discussion summarizes the significant factors affecting the results of operations and financial condition of Broadridge during the fiscal years ended June 30, 2021 and 2020, and should be read in conjunction with our Consolidated Financial Statements and accompanying Notes thereto included elsewhere herein. Certain information contained in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Statements that are not historical in nature and which may be identified by the use of words such as “expects,” “assumes,” “projects,” “anticipates,” “estimates,” “we believe,” “could be” and other words of similar meaning, are forward-looking statements. These statements are based on management’s expectations and assumptions and are subject to risks and uncertainties that may cause actual results to differ materially from those expressed. Our actual results, performance or achievements may differ materially from the results discussed in this Item 7 because of various factors, including those set forth elsewhere herein. See “Forward-Looking Statements” and “Risk Factors” included in Part 1 of this Annual Report on Form 10-K.

The discussion summarizing the significant factors affecting the results of operations and financial condition of Broadridge during the fiscal year ended June 30, 2019 can be found in Part II, “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report on Form 10-K for the fiscal year 2020 (the “2020 Annual Report”), which was filed with the Securities and Exchange Commission on August 11, 2020.

DESCRIPTION OF THE COMPANY AND BUSINESS SEGMENTS

Broadridge, a Delaware corporation and a part of the S&P 500® Index, is a global financial technology leader providing investor communications and technology-driven solutions to banks, broker-dealers, asset and wealth managers and corporate issuers. Our services include investor communications, securities processing, data and analytics, and customer communications solutions. With over 50 years of experience, including over 10 years as an independent public company, we provide financial services firms with advanced, dependable, scalable and cost-effective integrated solutions and an important infrastructure that powers the financial services industry. Our solutions enable better financial lives by powering investing, governance and communications and help reduce the need for our clients to make significant capital investments in operations infrastructure, thereby allowing them to increase their focus on core business activities. Our businesses operate in two reportable segments: Investor Communication Solutions and Global Technology and Operations.

ACQUISITIONS

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

The following represents the fiscal year 2021 acquisitions:

Fiscal Year 2021 Acquisitions:

Financial information on each transaction is as follows:

	Itiviti	Advisor-Stream	Total
	(in millions)		
Cash payments, net of cash acquired	\$ 2,580.4	\$ 23.2	\$ 2,603.6
Deferred payments, net	—	2.9	2.9
Contingent consideration liability	—	7.3	7.3
Aggregate purchase price	<u>\$ 2,580.4</u>	<u>\$ 33.4</u>	<u>\$ 2,613.8</u>
Net tangible assets acquired / (liabilities assumed)	\$ (256.6)	\$ (3.0)	\$ (259.6)
Goodwill	1,932.4	25.8	1,958.2
Intangible assets	904.6	10.5	915.1
Aggregate purchase price	<u>\$ 2,580.4</u>	<u>\$ 33.4</u>	<u>\$ 2,613.8</u>

Itiviti Holding AB (“Itiviti”)

In May 2021, the Company acquired Itiviti, a leading provider of trading and connectivity technology to the capital markets industry. The acquisition of Itiviti extends the Company’s back-office capabilities into the front-office and deepens its multi-asset class solutions, better enabling the Company to help its clients adapt to a rapidly evolving marketplace. Itiviti is included in the Company’s GTO reportable segment.

- Goodwill is not tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a seven-year life and five-year life, respectively.

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

AdvisorStream Ltd. (“AdvisorStream”)

In June 2021, the Company acquired AdvisorStream, a leading provider of digital engagement and marketing solutions for the global wealth and insurance industries. AdvisorStream's advisor marketing platform enables advisors to drive revenue and growth by providing personalized and consistent client communications. AdvisorStream is included in the Company’s GTO reportable segment.

- Goodwill is not tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a five-year life and five-year life, respectively.

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

The following represents the fiscal year 2020 acquisitions:

Fiscal Year 2020 Acquisitions:

BUSINESS COMBINATIONS

Financial information on each transaction is as follows:

	Shadow Financial	Fi360	Clear- Structure	Funds- Library	Other Acquisitions	Total
	(in millions)					
Cash payments, net of cash acquired	\$ 35.6	\$ 116.0	\$ 59.1	\$ 69.9	\$ 17.3	\$ 298.0
Deferred payments, net	3.0	3.5	2.1	—	1.7	10.4
Contingent consideration liability	—	—	7.0	—	—	7.0
Aggregate purchase price	<u>\$ 38.6</u>	<u>\$ 119.5</u>	<u>\$ 68.3</u>	<u>\$ 69.9</u>	<u>\$ 19.1</u>	<u>\$ 315.4</u>
Net tangible assets acquired / (liabilities assumed)	\$ (0.1)	\$ (7.9)	\$ 0.2	\$ (3.1)	\$ (2.2)	\$ (13.1)
Goodwill	17.6	84.4	44.2	39.2	13.5	198.9
Intangible assets	21.1	43.1	23.9	33.8	7.8	129.6
Aggregate purchase price	<u>\$ 38.6</u>	<u>\$ 119.5</u>	<u>\$ 68.3</u>	<u>\$ 69.9</u>	<u>\$ 19.1</u>	<u>\$ 315.4</u>

Shadow Financial

In October 2019, we acquired Shadow Financial, a provider of multi-asset class post-trade solutions for the capital markets industry. The acquisition builds upon Broadridge's post-trade processing capabilities by adding a market-ready solution for exchanges, inter-dealer brokers and proprietary trading firms. In addition, the acquisition adds capabilities across exchange-traded derivatives and cryptocurrency.

- Goodwill is tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a seven-year life and five-year life, respectively.

Fi360

In November 2019, we acquired Fi360, a provider of fiduciary and Regulation BI solutions for the wealth and retirement industry, including the accreditation and continuing education for the Accredited Investment Fiduciary® Designation, the leading designation focused on fiduciary responsibility. The acquisition enhances Broadridge's retirement solutions by providing wealth and retirement advisors with fiduciary tools that will complement its Matrix trust and trading platform. The acquisition also further strengthens Broadridge's data and analytics tools and solutions suite that enable asset managers to grow their businesses by providing greater transparency into the retirement market.

- Goodwill is not tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a seven-year life and five-year life, respectively.

ClearStructure

In November 2019, we acquired ClearStructure, a global provider of portfolio management solutions for the private debt markets. ClearStructure's component services enhance Broadridge's existing multi-asset class, front-to-back office asset management technology suite, providing Broadridge clients with a capability to access the public and private markets.

- The contingent consideration liability is payable through fiscal year 2023 upon the achievement by the acquired business of certain revenue targets, and has a maximum potential pay-out of \$12.5 million upon the achievement in full of the defined financial targets by the acquired business.
- The fair value of the contingent consideration liability at June 30, 2021 is \$5.0 million.
- Goodwill is primarily tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a seven-year life and five-year life, respectively.

FundsLibrary

In February 2020, we acquired FundsLibrary, a provider of fund document and data dissemination in the European market. FundsLibrary's solutions enable fund managers to increase distribution opportunities and help them comply with regulations such as Solvency II and MiFID II. The business was combined with FundAssist, Broadridge's existing European funds regulatory communications business. The combination of FundsLibrary's data platform and technology with Broadridge's existing fund calculation, document creation and translation capabilities, creates an end-to-end solution for fund managers and distributors, enabling them to respond to demanding regulatory requirements across multiple jurisdictions.

- Goodwill is not tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a seven-year life and three-year life, respectively.

BASIS OF PRESENTATION

The Consolidated Financial Statements have been prepared in accordance with GAAP in the U.S. and in accordance with the SEC requirements for Annual Reports on Form 10-K. These financial statements present the consolidated position of the Company and include the entities in which the Company directly or indirectly has a controlling financial interest as well as various entities in which the Company has investments recorded under the equity method of accounting as well as certain marketable and non-marketable securities. Intercompany balances and transactions have been eliminated. Amounts presented may not sum due to rounding. Certain prior period amounts have been reclassified to conform to the current year presentation where applicable, except as it relates to ASU No. 2016-02, as amended "Leases" ("ASU No. 2016-02").

In presenting the Consolidated Financial Statements, management makes estimates and assumptions that affect the amounts reported and related disclosures. Management continually evaluates the accounting policies and estimates used to prepare the Consolidated Financial Statements. The estimates, by their nature, are based on judgment, available information, and historical experience and are believed to be reasonable. However, actual amounts and results could differ from those estimates made by management. In management's opinion, the Consolidated Financial Statements contain all normal recurring adjustments necessary for a fair presentation of results reported. The results of operations reported for the periods presented are not necessarily indicative of the results of operations for subsequent periods.

Effective July 1, 2019, the Company adopted ASU No. 2016-02, "Leases" and its related amendments (collectively referred to as "ASU 2016-02, as amended") by recognizing a ROU asset and corresponding lease liability, along with a cumulative-effect adjustment to the opening balance of retained earnings, in the period of adoption. Under this method of adoption, the Company has not restated the prior period Consolidated Financial Statements presented to the current period presentation. Additional information about the impact of the Company's adoption of ASU No. 2016-02, as amended is included in Note 2, "Summary of Significant Accounting Policies" and Note 8, "Leases" to the Consolidated Financial Statements.

CRITICAL ACCOUNTING POLICIES

We continually evaluate the accounting policies and estimates used to prepare the Consolidated Financial Statements. The estimates, by their nature, are based on judgment, available information, and historical experience and are believed to be reasonable. However, actual amounts and results could differ from these estimates made by management. Certain accounting policies that require significant management estimates and are deemed critical to our results of operations or financial position are discussed below.

Goodwill. We review the carrying value of all our goodwill by comparing the carrying value of our reporting units to their fair values. We are required to perform this comparison at least annually or more frequently if circumstances indicate a possible impairment. When determining fair value of a reporting unit, we utilize the income approach which considers a discounted future cash flow analysis using various assumptions, including projections of revenues based on assumed long-term growth rates, estimated costs and appropriate discount rates based on the particular reporting unit's weighted-average cost of capital. The principal factors used in the discounted cash flow analysis requiring judgment are the projected future operating cash flows based on forecasted earnings before interest and taxes, and the selection of the terminal value growth rate and discount rate assumptions. The weighted-average cost of capital takes into account the relative weight of each component of our consolidated capital structure (equity and long-term debt). Our estimates of long-term growth and costs are based on historical data, various internal estimates and a variety of external sources, and are developed as part of our routine, long-range planning process. Changes in economic and operating conditions impacting these assumptions could result in goodwill impairments in future periods. If the carrying amount of the reporting unit exceeds its fair value, an impairment loss shall be recognized in an amount equal to that excess not to exceed the total amount of goodwill allocated to that reporting unit. We had \$3,720.1 million of goodwill as of June 30, 2021. Given the significance of our goodwill, an adverse change to the fair value of one of our reporting units could result in an impairment charge, which could be material to our earnings.

The Company performs a sensitivity analysis under the goodwill impairment test assuming hypothetical reductions in the fair values of our reporting units. A 10% change in our estimates of projected future operating cash flows, discount rates, or terminal value growth rates used in our calculations of the fair values of the reporting units would not result in an impairment of our goodwill.

Income Taxes. The objectives of accounting for income taxes are to recognize the amount of taxes payable or refundable for the current year and deferred tax liabilities and assets for the future tax consequences of events that have been recognized in an entity's financial statements or tax returns. Judgment is required in addressing the future tax consequences of events that have been recognized in our Consolidated Financial Statements or tax returns (e.g., realization of deferred tax assets, changes in tax laws or interpretations thereof). The Company is subject to regular examination of its income tax returns by the U.S. federal, state and foreign tax authorities. A change in the assessment of the outcomes of such matters could materially impact our Consolidated Financial Statements. The Company has estimated foreign net operating loss carryforwards of approximately \$63.0 million as of June 30, 2021 of which \$7.9 million are subject to expiration in the June 30, 2022 through June 30, 2041 period. The remaining \$55.1 million of carryforwards has an indefinite utilization period. In addition, the Company has estimated U.S. federal net operating loss carryforwards of approximately \$43.5 million of which \$24.4 million are subject to expiration in the June 30, 2022 through June 30, 2037 period with the balance of \$19.1 million having an indefinite utilization period. U.S. federal net operating loss carryforwards resulting from tax losses beginning with the fiscal year ended June 30, 2019 have an indefinite carryforward under the U.S. Tax Cuts and Jobs Act (the "Tax Act"). The Company did not realize any federal net operating losses for the fiscal year ended June 30, 2021.

Valuation allowances are recognized to reduce deferred tax assets when it is more likely than not that the Company will not be able to utilize the deferred tax assets of certain subsidiaries to offset future taxable earnings. The Company has recorded valuation allowances of \$10.5 million and \$6.7 million at June 30, 2021 and 2020, respectively. The determination as to whether a deferred tax asset will be recognized is made on a jurisdictional basis and is based on the evaluation of historical taxable income or loss, projected future taxable income, carryforward periods, scheduled reversals of deferred tax liabilities and tax planning strategies. Projected future taxable income is based on expected results and assumptions as to the jurisdiction in which the income will be earned. The assumptions used to project future taxable income requires significant judgment and are consistent with the plans and estimates used to manage the underlying businesses.

Share-based Payments. Accounting for stock-based compensation requires the measurement of stock-based compensation expense based on the fair value of the award on the date of grant. We determine the fair value of stock options issued by using a binomial option-pricing model. The binomial option-pricing model considers a range of assumptions related to volatility, dividend yield, risk-free interest rate and employee exercise behavior. Expected volatilities utilized in the binomial option-pricing model are based on a combination of implied market volatilities, historical volatility of our stock price and other factors. Similarly, the dividend yield is based on historical experience and expected future changes. The risk-free rate is derived from the U.S. Treasury yield curve in effect at the time of grant. The binomial option-pricing model also incorporates exercise and forfeiture assumptions based on an analysis of historical data. The expected life of the stock option grants is derived from the output of the binomial model and represents the period of time that options granted are expected to be outstanding. Determining these assumptions are subjective and complex, and therefore, a change in the assumptions utilized could impact the calculation of the fair value of our stock options. A hypothetical change of five percentage points applied to the volatility assumption used to determine the fair value of the fiscal year 2021 stock option grants would result in approximately a \$2.2 million change in total pre-tax stock-based compensation expense for the fiscal year 2021 grants, which would be amortized over the vesting period. A hypothetical change of one year in the expected life assumption used to determine the fair value of the fiscal year 2021 stock option grants would result in approximately a \$0.7 million change in the total pre-tax stock-based compensation expense for the fiscal year 2021 grants, which would be amortized over the vesting period. A hypothetical change of one percentage point in the forfeiture rate assumption used for the fiscal year 2021 stock option grants would result in approximately a \$0.1 million change in the total pre-tax stock-based compensation expense for the fiscal year 2021 grants, which would be amortized over the vesting period. A hypothetical one-half percentage point change in the dividend yield assumption used to determine the fair value of the fiscal year 2021 stock option grants would result in approximately a \$0.8 million change in the total pre-tax stock-based compensation expense for the fiscal year 2021 grants, which would be amortized over the vesting period.

KEY PERFORMANCE INDICATORS

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

Refer to the section "Explanation and Reconciliation of the Company's Use of Non-GAAP Financial Measures" for a reconciliation of Adjusted Operating income, Adjusted Net earnings, Adjusted Diluted earnings per share, and Free Cash flow to the most directly comparable generally accepted accounting principles ("GAAP") measures, and an explanation for why these Non-GAAP metrics provide useful information to investors and how management uses these Non-GAAP metrics for operational and financial decision-making. Refer to the section "Results of Operations" for a description of Closed sales and an explanation of why Closed sales is a useful performance metric for management and investors.

Revenues

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

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

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

Revenues and Recurring fee revenue are useful metrics for investors in understanding how management measures and evaluates the Company’s ongoing operational performance. See “Results of Operations” as well as Note 2 “Summary of Significant Accounting Policies” and Note 3, “Revenue Recognition” to our Consolidated Financial Statements under Item 8 of Part II of this Annual Report on Form 10-K.

Record Growth and Internal Trade Growth

The Company uses select operating metrics specific to Broadridge of Record Growth and Internal Trade Growth in evaluating its business results and identifying trends affecting its business. Record Growth is defined as stock record growth and interim record growth which measure the estimated annual change in total positions eligible for equity proxy materials and mutual fund and exchange-traded fund interim communications, respectively, for equities and mutual fund position data reported to Broadridge in both the current and prior year periods. Internal Trade Growth represents the estimated change in trade volumes for Broadridge securities processing clients whose contracts are linked to trade volumes and who were on Broadridge’s trading platforms in both the current and prior year periods. Record Growth and Internal Trade Growth are useful non-financial metrics for investors in understanding how management measures and evaluates Broadridge’s ongoing operational performance within its Investor Communication Solutions and Global Technology and Operations reportable segments, respectively.

The key performance indicators for the fiscal years ended June 30, 2021, and 2020, are as follows:

	Select Operating Metrics	
	Years Ended June 30,	
	2021	2020
Record Growth		
Equity proxy	26 %	10 %
Mutual fund interims	10 %	2 %
Internal Trade Growth	12 %	9 %

RESULTS OF OPERATIONS

The following discussions of Analysis of Consolidated Statements of Earnings and Analysis of Reportable Segments refer to the fiscal year ended June 30, 2021 compared to the fiscal year ended June 30, 2020. The Analysis of Consolidated Statements of Earnings should be read in conjunction with the Analysis of Reportable Segments, which provides more detailed discussions concerning certain components of the Consolidated Statements of Earnings. Discussions of Analysis of Consolidated Statements of Earnings and Analysis of Reportable Segments for the fiscal year ended June 30, 2020 compared to the fiscal year ended June 30, 2019 is disclosed in Part II, “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” of the 2020 Annual Report.

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

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

“IBM Private Cloud Charges” represent a charge on the hardware assets transferred to IBM and other charges related to the IBM Private Cloud Agreement.

“Real Estate Realignment and Covid-19 Related Expenses” represent costs associated with the Company’s real estate realignment initiative, including lease exit and impairment charges and other facility exit costs, as well as certain expenses associated with the Covid-19 pandemic.

“Investment Gain” represents a non-operating, non-cash gain on a privately held investment.

“Software Charge” represents a charge related to an internal use software product that is no longer expected to be used.

“Gain on Acquisition-Related Financial Instrument” represents a non-operating gain on a financial instrument designed to minimize the Company's foreign exchange risk associated with the acquisition of Itiviti (the “Itiviti Acquisition”), as well as certain other non-operating financing costs associated with the Itiviti Acquisition.

“Gain on Sale of a Joint Venture Investment” represents a non-operating, cash gain on the sale of one of the Company’s joint venture investments.

“Net New Business” refers to recurring revenue from Closed sales less recurring revenue from client losses.

The following definitions describe the Company’s Revenues:

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

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

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

Generally, mutual fund proxy activity has been subject to a greater level of volatility than the other components of event-driven activity. During fiscal year 2021, mutual fund proxy fee revenues were 17% greater than the prior fiscal year. During fiscal year 2020, mutual fund proxy revenues were 35% lower than the prior fiscal year. Although it is difficult to forecast the levels of event-driven activity, we expect that the portion of fee revenues derived from mutual fund proxy activity may continue to experience volatility in the future.

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

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

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

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

The inherent variability of transaction volumes and activity levels can result in some variability of amounts reported as actual achieved Closed sales. Larger Closed sales can take up to 12 to 24 months or longer to convert to revenues, particularly for the services provided by our Global Technology and Operations segment. For the fiscal year ended June 30, 2021, we are reporting Closed sales net of a 5.0% allowance adjustment. For the fiscal year ended June 30, 2020, we reported Closed sales net of a 4.0% allowance adjustment. Consequently, our reported Closed sales amounts will not be adjusted for actual revenues achieved because these adjustments are estimated in the period the sale is reported. We assess this allowance amount at the end of each fiscal year to establish the appropriate allowance for the subsequent year using the trailing five years actual data as the starting point, normalized for outlying factors, if any, to enhance the accuracy of the allowance.

For the fiscal years ended June 30, 2021 and 2020, Closed sales were \$242.5 million and \$238.9 million, respectively. The fiscal years ended June 30, 2021 and 2020, are net of an allowance adjustment of \$12.8 million and \$10.0 million, respectively.

Recent Developments

In March 2020, the World Health Organization declared the outbreak of Covid-19 as a pandemic, which continues to persist throughout the world including the U.S., India, Canada, Europe and other locations where we operate. To date, the Covid-19 pandemic has negatively impacted the global economy, created significant financial market volatility, disrupted global supply chains, and resulted in a significant number of deaths and infections worldwide. In response, several countries worldwide have enacted fiscal stimulus packages while central banks have increased monetary stimulus, both designed to help mitigate the negative macroeconomic effects of Covid-19. In addition, several national, state and local governments have placed restrictions on people from gathering in groups or interacting within a certain physical distance (i.e. social distancing) and in certain cases, have ordered businesses to close, limit operations or mandate that people stay at home.

The Company's operations, both our Investor Communication Solutions and Global Technology and Operations segments, are critical components of the overall financial markets infrastructure in the U.S. and globally. As a result, we have been permitted to continue operating in all jurisdictions in which we conduct business (in most cases remotely), including in jurisdictions that have mandated the closure of certain businesses. Accordingly, the Company has taken several measures designed to protect the health of our employees and to minimize our operational disruption and resulting provision of services to our clients from the Covid-19 pandemic, including adopting strict social distancing and cleaning measures in our production facilities, taking the temperature of production-related employees in affected areas on a daily basis as a prerequisite to entering our facilities, load balancing of client jobs between various facilities, and instituting work from home protocols for employees not involved in production operations, amongst other measures.

In fiscal year 2021, there has not been a material impact as a result of Covid-19 on our consolidated revenues and pre-tax income. In addition, all of our production-related facilities remain operational and are continuing to provide ongoing services to our clients. Further, we have not experienced any significant supply-chain issues as our critical vendors have also remained operational and continue to meet their on-going service level requirements. We continue to engage with our clients to assist with their service demands, including our clients' needs for any supplemental operational services and/or changes to existing service requirements in response to the Covid-19 pandemic.

Notwithstanding the foregoing, we are unable to precisely predict the impact that Covid-19 will have in the future due to numerous uncertainties, including the severity of the disease, the duration of the outbreak, actions that may be taken by governmental authorities, the impact to the business of our clients, and other factors identified in Part I, Item 1A. "Risk Factors" in this Annual Report. Given these uncertainties, Covid-19 could disrupt the business of certain of our clients, decrease our clients' demand for our services, impact our business operations and our ability to execute on our associated business strategies and initiatives, and adversely impact our consolidated results of operations and/or our financial condition in the future. We will continue to closely monitor and evaluate the nature and extent of the impact of Covid-19 to our business, consolidated results of operations, and financial condition.

On August 5, 2020, the SEC proposed modifications to the mutual fund and exchange-traded fund disclosure framework (the "Proposal"). Under the Proposal, fund companies would send investors streamlined annual and semi-annual shareholder reports instead of long-form shareholder reports. The Proposal would allow fund companies to send investors streamlined and tailored annual and semi-annual shareholder reports instead of long-form shareholder reports. The Proposal also would replace the requirement for funds to distribute an annual prospectus to existing shareholders and instead requires timely communication of material changes via supplemental communications. Adoption and implementation of the Proposal as proposed could have an impact on our services, business and financial results. We will closely monitor and evaluate the progress of the Proposal and its potential impact on our business. Please see our "Risk Factors" in Part I, Item 1A. of this Annual Report.

ANALYSIS OF CONSOLIDATED STATEMENTS OF EARNINGS

Fiscal Year 2021 Compared to Fiscal Year 2020

The table below presents Consolidated Statements of Earnings data for the fiscal years ended June 30, 2021 and 2020, and the dollar and percentage changes between periods:

	Years Ended June 30,			
	2021	2020	Change	
			(\$)	(%)
	(in millions, except for per share amounts)			
Revenues	\$ 4,993.7	\$ 4,529.0	\$ 464.7	10
Cost of revenues	3,570.8	3,265.1	305.6	9
Selling, general and administrative expenses	744.3	639.0	105.2	16
Total operating expenses	4,315.0	3,904.1	410.9	11
Operating income	678.7	624.9	53.8	9
Margin	13.6 %	13.8 %		(0.2) pts
Interest expense, net	(55.2)	(58.8)	3.5	(6)
Other non-operating income (expenses), net	72.7	13.4	59.3	NM
Earnings before income taxes	696.2	579.5	116.6	20
Provision for income taxes	148.7	117.0	31.6	27
Effective tax rate	21.4 %	20.2 %		1.2 pts
Net earnings	\$ 547.5	\$ 462.5	\$ 85.0	18
Basic earnings per share	\$ 4.73	\$ 4.03	\$ 0.70	17
Diluted earnings per share	\$ 4.65	\$ 3.95	\$ 0.70	18
Weighted average shares outstanding:				
Basic	115.7	114.7		
Diluted	117.8	117.0		

NM - Not meaningful

Revenues

The table below presents Consolidated Statements of Earnings data for the fiscal years ended June 30, 2021 and 2020, and the dollar and percentage changes between periods:

	Years Ended June 30,			
	2021	2020	Change	
			\$	%
	(\$ in millions)			
Recurring fee revenues	\$ 3,332.9	\$ 3,036.3	\$ 296.7	10
Event-driven fee revenues	237.3	178.0	59.3	33
Distribution revenues	1,555.3	1,451.2	104.1	7
Foreign currency exchange	(131.9)	(136.4)	4.6	(3)
Total	\$ 4,993.7	\$ 4,529.0	\$ 464.7	10

	Points of Growth			
	Net New Business	Internal Growth	Acquisitions	Total
Recurring fee revenue Growth Drivers	5pts	3pts	2pts	10 %

Revenues increased \$464.7 million, or 10%, to \$4,993.7 million from \$4,529.0 million.

- Recurring fee revenues increased \$296.7 million primarily by growth from 5pts of new business onboarding, 3pts of internal growth, and 2pts related to the impact of acquisitions. Internal growth of 3pts was driven by increased equity and interim positions in ICS and primarily higher equity trade volumes in GTO, partially offset by lower interest rates on cash balances we hold for retirement accounts, lower customer communication volumes, and lower GTO license revenues.
- Event-driven fee revenues increased \$59.3 million due to increased equity contests and mutual fund proxy and other communications.
- Distribution revenues increased \$104.1 million primarily from the increase in the volume of customer and regulatory communications as well as the mix of customer communication mailings.

Total operating expenses. Operating expenses increased \$410.9 million, or 11%, to \$4,315.0 million from \$3,904.1 million as a result of an increase in both cost of revenues and selling, general and administrative expenses:

- Cost of revenues - The increase of \$305.6 million in cost of revenues primarily reflects (i) higher distribution expenses, (ii) higher operating costs from acquisitions and related amortization expense, and (iii) other higher operating expenses including compensation.
- Selling, general and administrative expenses - The increase of \$105.2 million in selling, general, and administrative expenses primarily reflects (i) spend on growth and other initiatives, (ii) higher performance-based compensation, and (iii) the impact of acquisitions.

Operating income margin of 13.6% for the fiscal year ended June 30, 2021 declined 20 bps from 13.8% for the fiscal year ended June 30, 2020 partly due to higher acquisition amortization expenses and other acquisition related charges plus charges associated with Real Estate Realignment and Covid-19 Related Expenses. However, Adjusted Operating income margin of 18.1% for the fiscal year ended June 30, 2021 increased 60 bps on higher recurring fee revenues and higher event-driven fee revenues from 17.5% for the fiscal year ended June 30, 2020, which excludes acquisition amortization expense, certain charges associated with Real Estate Realignment and Covid-19 Related Expenses, and certain other Non-GAAP adjustments. See “Explanation and Reconciliation of the Company’s Use of Non-GAAP Financial Measures.”

Interest expense, net. Interest expenses, net, was \$55.2 million, a decrease of \$3.5 million from \$58.8 million in the fiscal year ended June 30, 2020. The decrease of \$3.5 million was primarily due to a decrease in interest expense from lower average interest rates on borrowings.

Other non-operating income (expenses), net. Other non-operating income, net for the fiscal year ended June 30, 2021 was \$72.7 million, an increase of \$59.3 million, compared to \$13.4 million of Other non-operating income, net for the fiscal year ended June 30, 2020. The increase of \$59.3 million was primarily due to the Gain on Acquisition-Related Financial Instrument.

Provision for income taxes.

- Effective tax rate for the fiscal year ended June 30, 2021 - 21.4%.
- Effective tax rate for the fiscal year ended June 30, 2020 - 20.2%.

The increase in the effective tax rate for the fiscal year ended June 30, 2021 compared to the fiscal year ended June 30, 2020 was driven by the reduced impact of discrete tax items.

ANALYSIS OF REPORTABLE SEGMENTS

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

The primary component of “Other” are certain gains, losses, corporate overhead expenses and non-operating expenses that have not been allocated to the reportable segments, such as interest expense. Foreign currency exchange is a reconciling item between the actual foreign currency exchange rates and the constant foreign currency exchange rates used for internal management reporting.

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

Revenues

	Years Ended June 30,			
	2021	2020	Change	
			\$	%
	(\$ in millions)			
Investor Communication Solutions	\$ 3,867.5	\$ 3,491.3	\$ 376.2	11
Global Technology and Operations	1,258.1	1,174.2	83.9	7
Foreign currency exchange	(131.9)	(136.4)	4.6	(3)
Total	<u>\$ 4,993.7</u>	<u>\$ 4,529.0</u>	<u>\$ 464.7</u>	<u>10</u>

Earnings Before Income Taxes

	Years Ended June 30,			
	2021	2020	Change	
			\$	%
	(\$ in millions)			
Investor Communication Solutions	\$ 605.6	\$ 464.1	\$ 141.5	30
Global Technology and Operations	223.3	245.0	(21.7)	(9)
Other	(153.0)	(146.3)	(6.6)	5
Foreign currency exchange	20.3	16.8	3.5	21
Total	<u>\$ 696.2</u>	<u>\$ 579.5</u>	<u>\$ 116.6</u>	<u>20</u>

Investor Communication Solutions

Fiscal Year 2021 Compared to Fiscal Year 2020

Revenues increased \$376.2 million to \$3,867.5 million from \$3,491.3 million, and earnings before income taxes increased \$141.5 million to \$605.6 million from \$464.1 million as a result of:

	Years Ended June 30,			
	2021	2020	Change	
			\$	%
	(\$ in millions)			
Revenues				
Recurring fee revenues	\$ 2,074.8	\$ 1,862.0	\$ 212.8	11
Event-driven fee revenues	237.3	178.0	59.3	33
Distribution revenues	1,555.3	1,451.2	104.1	7
Total	<u>\$ 3,867.5</u>	<u>\$ 3,491.3</u>	<u>\$ 376.2</u>	<u>11</u>

Earnings before Income Taxes

Earnings before income taxes	<u>\$ 605.6</u>	<u>\$ 464.1</u>	<u>\$ 141.5</u>	<u>30</u>
Pre-tax Margin	15.7 %	13.3 %		

	Points of Growth			
	Net New Business	Internal Growth	Acquisitions	Total
Recurring fee revenue Growth Drivers	5pts	5pts	1pts	11 %

For the fiscal year ended June 30, 2021:

- Recurring fee revenues grew 11% driven primarily by Net New Business and Internal Growth. The 5pt contribution from Internal Growth was from increased equity and interim positions with a partial offset from the impact of lower interest rates on retirement cash accounts and lower volumes in customer communications. Net New Business also contributed 5pts mainly from the revenue on-boarding of Closed sales. Acquisitions contributed 1pt from the carry-over impact of Funds Library and Fi360 acquisitions in fiscal year 2020.
- Event-driven fee revenues grew 33% due to increased equity contests and mutual fund proxy and other communications.
- Higher distribution revenues resulted primarily from the increase in the volume of customer and regulatory communications as well as the mix of customer communication mailings.
- The earnings increase of \$141.5 million was due to higher recurring and event-driven fee revenues.
- Pre-tax margins increased by 2.4 percentage points to 15.7% from 13.3%.

Global Technology and Operations

Fiscal Year 2021 Compared to Fiscal Year 2020

Revenues increased \$83.9 million to \$1,258.1 million from \$1,174.2 million, and earnings before income taxes decreased \$21.7 million to \$223.3 million from \$245.0 million.

	Years Ended June 30,		Change	
	2021	2020	\$	%
(\$ in millions)				
Revenues				
Recurring fee revenues	\$ 1,258.1	\$ 1,174.2	\$ 83.9	7
Earnings before Income Taxes				
Earnings before income taxes	\$ 223.3	\$ 245.0	\$ (21.7)	(9)
Pre-tax Margin	17.7 %	20.9 %		
Points of Growth				
	Net New Business	Internal Growth	Acquisitions	Total
Recurring fee revenue Growth Drivers	4pts	0pts	3pts	7 %

For the fiscal year ended June 30, 2021:

- Recurring fee revenues grew 7% driven primarily by Net New Business. Internal growth was impacted by higher equity trading volumes offset by lower license sales. Acquisitions contributed 3 points to growth primarily from the Itiviti Acquisition.
- The earnings decrease was due to expenditures to implement and support new business, increased amortization of acquired intangibles and spending on growth initiatives more than offsetting higher organic revenues and higher revenues from acquisitions. Pre-tax margins decreased by 3.2 percentage points to 17.7% from 20.9%.

Other

Loss before income taxes was \$153.0 million for the fiscal year ended June 30, 2021, an increase of \$6.6 million, or 5%, compared to \$146.3 million for the fiscal year ended June 30, 2020.

- The increased loss before income taxes was primarily due to (i) costs associated with the Company's real estate realignment initiative including lease exit and impairment charges and other facility exit costs of \$29.6 million, (ii) higher performance-based compensation expense, (iii) higher spending on growth initiatives, and (iv) certain expenses associated with the Covid-19 pandemic, partially offset by (v) a non-operating gain on a financial instrument designed

to minimize the Company's foreign exchange risk associated with the Itiviti Acquisition net of acquisition-related costs and (vi) charges associated with the IBM Private Cloud Agreement that occurred in the prior year period.

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

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

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

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

These Non-GAAP measures reflect Operating income, Operating income margin, Net earnings, and Diluted earnings per share, as adjusted to exclude the impact of certain costs, expenses, gains and losses and other specified items that management believes are not indicative of our ongoing operating performance. Depending on the period presented, these adjusted measures exclude the impact of: (i) Amortization of Acquired Intangibles and Purchased Intellectual Property, (ii) Acquisition and Integration Costs, (iii) IBM Private Cloud Charges, (iv) Real Estate Realignment and Covid-19 Related Expenses, (v) Investment Gain, (vi) Software Charge, (vii) Gain on Acquisition-Related Financial Instrument, and (viii) Gain on Sale of a Joint Venture Investment. Amortization of Acquired Intangibles and Purchased Intellectual Property represent non-cash amortization expenses associated with the Company's acquisition activities. Acquisition and Integration Costs represent certain transaction and integration costs associated with the Company's acquisition activities. IBM Private Cloud Charges represent a charge on the hardware assets transferred to IBM and other charges related to the IBM Private Cloud Agreement. Real Estate Realignment and Covid-19 Related Expenses represent costs associated with the Company's real estate realignment initiative, including lease exit and impairment charges and other facility exit costs, as well as certain expenses associated with the Covid-19 pandemic. Investment Gain represents a non-operating, non-cash gain on a privately held investment. Software Charge represents a charge related to an internal use software product that is no longer expected to be used. Gain on Acquisition-Related Financial Instrument represents a non-operating gain on a financial instrument designed to minimize the Company's foreign exchange risk associated with the Itiviti Acquisition, as well as certain other non-operating financing costs associated with the Itiviti Acquisition. Gain on Sale of a Joint Venture Investment represents a non-operating, cash gain on the sale of one of the Company's joint venture investments.

We exclude Acquisition and Integration Costs, IBM Private Cloud Charges, Real Estate Realignment and Covid-19 Related Expenses, the Investment Gain, the Software Charge, the Gain on Acquisition-Related Financial Instrument, and the Gain on Sale of a Joint Venture Investment from our Adjusted Operating income (as applicable) and other adjusted earnings measures because excluding such information provides us with an understanding of the results from the primary operations of our business and enhances comparability across fiscal reporting periods, as these items are not reflective of our underlying operations or performance. We also exclude the impact of Amortization of Acquired Intangibles and Purchased Intellectual Property, as these non-cash amounts are significantly impacted by the timing and size of individual acquisitions and do not factor into the Company's capital allocation decisions, management compensation metrics or multi-year objectives. Furthermore, management believes that this adjustment enables better comparison of our results as Amortization of Acquired Intangibles and Purchased Intellectual Property will not recur in future periods once such intangible assets have been fully amortized. Although we exclude Amortization of Acquired Intangibles and Purchased Intellectual Property from our adjusted earnings measures, our management believes that it is important for investors to understand that these intangible assets contribute to revenue generation. Amortization of intangible assets that relate to past acquisitions will recur in future periods until such intangible assets have been fully amortized. Any future acquisitions may result in the amortization of additional intangible assets.

Free Cash Flows

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

Set forth below is a reconciliation of such Non-GAAP measures to the most directly comparable GAAP measures (unaudited):

	Years ended June 30,	
	2021	2020
	(in millions)	
Operating income (GAAP)	\$ 678.7	\$ 624.9
Adjustments:		
Amortization of Acquired Intangibles and Purchased Intellectual Property	153.7	122.9
Acquisition and Integration Costs	18.1	12.5
IBM Private Cloud Charges	—	32.0
Real Estate Realignment and Covid-19 Related Expenses	45.3	2.4
Software Charge	6.0	—
Adjusted Operating income (Non-GAAP)	\$ 901.8	\$ 794.8
Operating income margin (GAAP)	13.6 %	13.8 %
Adjusted Operating income margin (Non-GAAP)	18.1 %	17.5 %

	Years ended June 30,	
	2021	2020
	(in millions)	
Net earnings (GAAP)	\$ 547.5	\$ 462.5
Adjustments:		
Amortization of Acquired Intangibles and Purchased Intellectual Property	153.7	122.9
Acquisition and Integration Costs	18.1	12.5
IBM Private Cloud Charges	—	32.0
Real Estate Realignment and Covid-19 Related Expenses	45.3	2.4
Software Charge	6.0	—
Investment Gain	(8.7)	—
Gain on Acquisition-Related Financial Instrument	(62.1)	—
Gain on Sale of a Joint Venture Investment	—	(6.5)
Subtotal of adjustments	152.2	163.4
Tax impact of adjustments (a)	(33.2)	(37.4)
Adjusted Net earnings (Non-GAAP)	\$ 666.5	\$ 588.5

	Years ended June 30,	
	2021	2020
Diluted earnings per share (GAAP)	\$ 4.65	\$ 3.95
Adjustments:		
Amortization of Acquired Intangibles and Purchased Intellectual Property	1.30	1.05
Acquisition and Integration Costs	0.15	0.11
IBM Private Cloud Charges	—	0.27
Real Estate Realignment and Covid-19 Related Expenses	0.38	0.02
Software Charge	0.05	—
Investment Gain	(0.07)	—
Gain on Acquisition-Related Financial Instrument	(0.53)	—
Gain on Sale of a Joint Venture Investment	—	(0.06)
Subtotal of adjustments	1.29	1.40
Tax impact of adjustments (a)	(0.28)	(0.32)
Adjusted earnings per share (Non-GAAP)	\$ 5.66	\$ 5.03

(a) Calculated using the GAAP effective tax rate, adjusted to exclude \$16.9 million of excess tax benefits (“ETB”) associated with stock-based compensation for the fiscal year ended June 30, 2021, and \$15.6 million of ETB associated with stock-based compensation for the fiscal year ended June 30, 2020. The tax impact of adjustments also excludes approximately \$10.6 million of Acquisition and Integration Costs for the fiscal year ended June 30, 2021, which are not tax-deductible. For purposes of calculating the Adjusted earnings per share, the same adjustments were made on a per share basis.

	Years ended June 30,	
	2021	2020
	(in millions)	
Net cash flows provided by operating activities (GAAP)	\$ 640.1	\$ 598.2
Capital expenditures and Software purchases and capitalized internal use software	(100.7)	(98.7)
Proceeds from asset sales	18.0	—
Free cash flow (Non-GAAP)	\$ 557.3	\$ 499.5

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

Cash and cash equivalents consisted of the following:

	June 30,	
	2021	2020
	(in millions)	
Cash and cash equivalents:		
Domestic cash	\$ 40.9	\$ 291.2
Cash held by foreign subsidiaries	159.8	118.6
Cash held by regulated entities	73.8	66.8
Total cash and cash equivalents	\$ 274.5	\$ 476.6

At June 30, 2021 and 2020, Cash and cash equivalents were \$274.5 million and \$476.6 million, respectively. Total stockholders’ equity was \$1,809.1 million and \$1,346.5 million at June 30, 2021 and 2020, respectively. At the current time, and in future periods, we expect cash generated by our operations, together with existing cash, cash equivalents, and borrowings from the capital markets, to be sufficient to cover cash needs for working capital, capital expenditures, strategic acquisitions, dividends and common stock repurchases. Given the volatility in the rapidly changing market and economic conditions related to the Covid-19 pandemic, we will continue to evaluate the nature and extent of the impact of the Covid-19 pandemic on our business and financial position.

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

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

	Expiration Date	Principal amount outstanding at June 30, 2021	Carrying value at June 30, 2021	Carrying value at June 30, 2020	Unused Available Capacity	Fair Value at June 30, 2021
(in millions)						
Current portion of long-term debt						
Fiscal 2014 Senior Notes	September 2020	\$ —	\$ —	\$ 399.9	—	\$ —
Total		\$ —	\$ —	\$ 399.9	—	\$ —
Long-term debt, excluding current portion						
Fiscal 2021 Revolving Credit Facility:						
U.S. dollar tranche	April 2026	\$ 20.0	\$ 20.0	\$ —	\$ 1,080.0	\$ 20.0
Multicurrency tranche	April 2026	94.4	94.4	149.8	305.6	94.4
Total Revolving Credit Facility		\$ 114.4	\$ 114.4	\$ 149.8	\$ 1,385.6	\$ 114.4
Fiscal 2021 Term Loans	May 2024	\$ 1,550.0	\$ 1,543.4	\$ —	\$ —	\$ 1,550.0
Fiscal 2016 Senior Notes	June 2026	\$ 500.0	\$ 496.7	\$ 496.1	\$ —	\$ 549.0
Fiscal 2020 Senior Notes	December 2029	750.0	742.5	741.7	—	791.3
Fiscal 2021 Senior Notes	May 2031	1,000.0	990.6	—	—	1,021.1
Total Senior Notes		\$ 2,250.0	\$ 2,229.8	\$ 1,237.8	\$ —	\$ 2,361.4
Total long-term debt		\$ 3,914.4	\$ 3,887.6	\$ 1,387.6	\$ 1,385.6	\$ 4,025.9
Total debt		\$ 3,914.4	\$ 3,887.6	\$ 1,787.5	\$ 1,385.6	\$ 4,025.9

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

Years ending June 30,	2022	2023	2024	2025	2026	Thereafter	Total
(in millions)	\$ —	\$ —	\$ 1,550.0	\$ —	\$ 614.4	\$ 1,750.0	\$ 3,914.4

The Company has a \$1.5 billion five-year revolving credit facility (the "Fiscal 2021 Revolving Credit Facility"), which is comprised of a \$1.1 billion U.S. dollar tranche and a \$400.0 million multicurrency tranche. Under the Fiscal 2021 Revolving Credit Facility, revolving loans denominated in U.S. Dollars, Canadian Dollars, Euro, Yen, and Swedish Kronor initially bear interest at LIBOR, CDOR, EURIBOR, TIBOR and STIBOR, respectively, plus 1.015% per annum (subject to step-ups to 1.175% and step-downs to 0.805% based on ratings) and revolving loans denominated in Sterling initially bear interest at SONIA plus 1.0476% per annum (subject to step-ups to 1.2076% and step-downs to 0.8376% based on ratings). The Fiscal 2021 Revolving Credit Facility also has an annual facility fee equal to 11.0 basis points on the entire facility (subject to step-ups to 20.0 basis points and step-downs to 7.0 basis points based on ratings).

In March 2021, the Company entered into a term credit agreement (“Term Credit Agreement”) providing for term loan commitments in an aggregate principal amount of \$2.55 billion, comprised of a \$1.0 billion tranche (“Tranche 1”) and a \$1.55 billion tranche (“Tranche 2,” together with Tranche 1, the “Fiscal 2021 Term Loans”). The Tranche 1 Loans were repaid in full in May 2021. The Tranche 2 Loans will mature in May 2024 on the third anniversary of the Funding Date. The proceeds of the Fiscal 2021 Term Loans were used by the Company to solely finance the Itiviti Acquisition and pay certain fees and expenses in connection therewith. Interest on the outstanding portion of the Fiscal 2021 Term Loans bears interest at LIBOR plus 0.875% per annum (subject to step-ups to LIBOR plus 1.250% or a step-down to LIBOR plus 0.750% based on ratings).

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

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

Our liquidity position may be negatively affected by changes in general economic conditions, regulatory requirements and access to the capital markets, which may be limited if we were to fail to renew any of the credit facilities on their renewal dates or if we were to fail to meet certain ratios.

Please refer to Note 13, “Borrowings” to our Consolidated Financial Statements under Item 8 of Part II of this Annual Report on Form 10-K for a more detailed discussion.

Cash Flows

Fiscal Year 2021 Compared to Fiscal Year 2020

	Years Ended June 30,		
	2021	2020	\$ Change
	(in millions)		
Net cash flows provided by operating activities	\$ 640.1	\$ 598.2	\$ 41.8
Net cash flows used in investing activities	\$ (2,653.7)	\$ (441.7)	\$ (2,212.0)
Net cash flows provided by financing activities	\$ 1,797.8	\$ 51.2	\$ 1,746.6

The increase in cash provided by operating activities of \$41.8 million primarily reflects higher net earnings and higher cash provided by working capital, partially offset by increased scaling of client-related platform implementation and development as compared to the prior year period.

The increase in cash used in investing activities of \$2,212.0 million primarily reflects higher acquisition spend in fiscal year 2021 compared to the prior year period, most notably the Itiviti Acquisition.

The increase in cash provided by financing activities of \$1,746.6 million primarily reflects higher borrowings net of repayments, most notably to finance the Itiviti Acquisition.

Income Taxes

The Company, headquartered in the U.S., is routinely examined by the IRS and is also routinely examined by the tax authorities in the U.S. states and foreign countries in which it conducts business. The tax years under audit examination vary by tax jurisdiction. The Company regularly considers the likelihood of assessments in each of the jurisdictions resulting from examinations. To the extent the Company determines it has potential tax assessments in particular tax jurisdictions, the Company has established tax reserves which it believes are adequate in relation to the potential assessments. Once established, reserves are adjusted when there is more information available, when an event occurs necessitating a change to the reserves or the statute of limitations for the relevant taxing authority to examine the tax position has expired. The resolution of tax matters

should not have a material effect on the financial condition of the Company or on the Company's Consolidated Statements of Earnings for a particular future period.

Defined Benefit Pension Plans

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

The SORP and SERP are effectively funded with assets held in a Rabbi Trust. The assets invested in the Rabbi Trust are to be used in part to fund benefit payments to participants under the terms of the plans. The Rabbi Trust is irrevocable and no portion of the trust funds may be used for any purpose other than the delivery of those assets to the participants, except that assets held in the Rabbi Trust would be subject to the claims of the Company's general creditors in the event of bankruptcy or insolvency of the Company. The SORP and SERP are nonqualified plans for federal tax purposes and for purposes of Title I of ERISA. The Rabbi Trust assets had a value of \$62.6 million at June 30, 2021 and \$54.5 million at June 30, 2020 and are included in Other non-current assets in the accompanying Consolidated Balance Sheets.

The benefit obligation to the Company under these plans at June 30, 2021 and 2020 was:

	Years ended June 30,	
	2021	2020
	(in millions)	
SORP	\$ 59.5	\$ 53.8
SERP	6.4	6.0
Total	<u>\$ 65.9</u>	<u>\$ 59.8</u>

Other Post-retirement Benefit Plan

The Company sponsors an Executive Retiree Health Insurance Plan. It is a post-retirement benefit plan pursuant to which the Company helps defray the health care costs of certain eligible key executive retirees and qualifying dependents, based upon the retirees' age and years of service, until they reach the age of 65. The plan is currently unfunded.

The benefit obligation to the Company under this plan at June 30, 2021 and 2020 was:

	Years ended June 30,	
	2021	2020
	(in millions)	
Executive Retiree Health Insurance Plan	\$ 3.7	\$ 4.5

Other Post-employment Benefit Obligations

The Company sponsors certain non-US benefits-related plans covering certain eligible international employees who are eligible under the terms of their employment in their respective countries. These plans are generally unfunded.

The benefit obligation to the Company under these plans at June 30, 2021 and 2020 was:

	Years ended June 30,	
	2021	2020
	(in millions)	
Other Non-US Benefits-Related Plans	\$ 9.1	\$ 6.4

Contractual Obligations

The following table summarizes our contractual obligations to third parties as of June 30, 2021 and the effect such obligations are expected to have on our liquidity and cash flows in future periods:

	Payments Due by Period				
	Total	Less than 1 Year	1-3 Years	4-5 Years	After 5 Years
	(in millions)				
Debt(1)	\$ 3,914.4	\$ —	\$ 1,550.0	\$ 614.4	\$ 1,750.0
Interest and facility fee on debt(2)	581.5	82.7	163.5	135.3	200.1
Facility and equipment operating leases(3)	347.3	49.0	87.4	65.7	145.3
Purchase obligations(4)	580.7	133.5	210.3	123.2	113.7
Acquisition deferred payments(5)	2.9	—	2.9	—	—
Capital commitment to fund investment(6)	7.0	7.0	—	—	—
Uncertain tax positions(7)	—	—	—	—	—
Total(8)	<u>\$ 5,433.9</u>	<u>\$ 272.1</u>	<u>\$ 2,014.0</u>	<u>\$ 938.7</u>	<u>\$ 2,209.1</u>

- (1) These amounts represent the principal repayments of Long-term debt and are included on our Consolidated Balance Sheets. See Note 13, “Borrowings” to our Consolidated Financial Statements under Item 8 of Part II of this Annual Report on Form 10-K for additional information about our Borrowings and related matters.
- (2) Includes estimated future interest payments on our long-term debt and interest and facility fee on the revolving credit facility.
- (3) We enter into operating leases in the normal course of business relating to facilities and equipment. The majority of our lease agreements have fixed payment terms based on the passage of time. Certain facility and equipment leases require payment of maintenance, real estate taxes and related executory costs, and contain escalation provisions based on future adjustments in price indices. Our future operating lease obligations could change if we exit certain contracts and if we enter into additional operating lease agreements. See Note 8, “Leases” to our Consolidated Financial Statements under Item 8 of Part II of this Annual Report on Form 10-K for additional information about our Leases and related matters.
- (4) Purchase obligations relate to payments to IBM related to the Amended IT Services Agreement that expires in fiscal year 2027, the IBM Private Cloud Agreement that expires in fiscal year 2030, and the Amended EU IT Services Agreement that expires in fiscal year 2029, as well as software license agreements including hosted software arrangements, and software and hardware maintenance and support agreements, and certain other related arrangements. Purchase obligations also includes \$29.0 of other liabilities recorded on the Company’s Consolidated Balance Sheet as of June 30, 2021.
- (5) Deferred payment obligation associated with the Company’s acquisition of AdvisorStream.
- (6) Represents the Company’s funding commitment to an equity method investee. In addition, the Company also has a future commitment to fund \$2.0 million to an investee that is not included in the table above due to the uncertainty of the timing of this future payment.
- (7) Due to the uncertainty related to the timing of the reversal of uncertain tax positions, only uncertain tax benefits related to certain settlements have been provided in the table above. The Company is unable to make reasonably reliable estimates related to the timing of the remaining gross unrecognized tax benefit liability of \$54.3 million (inclusive of interest). See Note 17, “Income Taxes” to our Consolidated Financial Statements under Item 8 of Part II of this Annual Report on Form 10-K for further detail.
- (8) Certain post-employment benefit obligations reported in our Consolidated Balance Sheets in the amount of \$78.6 million as of June 30, 2021 were not included in the table above due to the uncertainty of the timing of these future payments.

Data Center Agreements

In March 2010, the Company and IBM entered into the IT Services Agreement, under which IBM provided certain aspects of the Company’s information technology infrastructure. Under the IT Services Agreement, IBM provided a broad range of technology services to the Company including supporting its mainframe, midrange, network and data center operations, as well as providing disaster recovery services. The migration of data center processing to IBM was completed in August 2012. The IT Services Agreement would have expired on June 30, 2022, but a two-year extension was signed in March 2015, amending the expiration date to June 30, 2024. In December 2019, the Company and IBM amended and restated the IT Services Agreement and entered into the Amended IT Services Agreement, which now expires on June 30, 2027. The Company

has the option of incorporating additional services into the Amended IT Services Agreement over time. The Company may renew the term of the Amended IT Services Agreement for up to one additional 12-month period. Fixed minimum commitments remaining under this agreement at June 30, 2021 are \$208.9 million through fiscal year 2027, the final year of the Amended IT Services Agreement.

In December 2019, the Company and IBM entered into the IBM Private Cloud Agreement under which IBM will operate, manage and support the Company's private cloud global distributed platforms and products, and operate and manage certain Company networks. The IBM Private Cloud Agreement has an initial term of approximately 10 years and three months, expiring on March 31, 2030. As a result of the IBM Private Cloud Agreement, the Company transferred certain of its employees in April 2020 to IBM and its affiliates, and such transferred employees are expected to continue providing services to the Company on behalf of IBM under the IBM Private Cloud Agreement. Pursuant to the IBM Private Cloud Agreement, the Company agreed to transfer the ownership of certain Company-owned hardware (the "Hardware") located at Company facilities worldwide to IBM. As of June 30, 2020, the Hardware was classified as assets held for sale with a carrying amount of \$18.0 million and was included in the Company's Other current assets line item on the Consolidated Balance Sheets. The transfer of the Hardware to IBM closed on September 30, 2020 for a selling price of \$18.0 million. Fixed minimum commitments remaining under the IBM Private Cloud Agreement at June 30, 2021 are \$207.0 million through March 31, 2030, the final year of the contract.

In March 2014, the Company and IBM UK entered into the EU IT Services Agreement, under which IBM UK provides data center services supporting the Company's technology outsourcing services for certain clients in Europe and Asia. The EU IT Services Agreement would have expired in October 2023. In December 2019, the Company amended the existing EU IT Services Agreement and entered into the Amended EU IT Services Agreement whereby the Company will migrate from the existing dedicated on-premise solution to a managed Broadridge private cloud environment provided by IBM, as well as extended the term of the EU IT Services Agreement to June 2029. The Company has the right to renew the term of the Amended EU IT Services Agreement for up to one additional 12-month period or one additional 24-month period. Fixed minimum commitments remaining under the Amended EU IT Services Agreement at June 30, 2021 are \$30.8 million through fiscal year 2029, the final year of the contract.

The following table summarizes the capitalized costs related to these agreements as of June 30, 2021:

	Amended IT Services Agreement	Amended EU IT Services Agreement	Total
	(in millions)		
Capitalized costs, beginning balance	\$ 62.6	\$ 6.3	\$ 68.9
Capitalized costs incurred	0.2	1.7	1.9
Impact of foreign currency exchange	—	0.9	0.9
Total capitalized costs, ending balance	62.8	9.0	71.8
Total accumulated amortization	(43.3)	(5.5)	(48.8)
Net Deferred IBM Costs	<u>\$ 19.4</u>	<u>\$ 3.5</u>	<u>\$ 23.0</u>

Investments

The Company has an equity method investment that is a variable interest in a variable interest entity, the Company is not the primary beneficiary and therefore does not consolidate the investee. The Company's potential maximum loss exposure related to this unconsolidated investment totaled \$25.3 million as of June 30, 2021, which represents the carrying value of the Company's investment and is recorded in Other non-current assets in the Company's Consolidated Balance Sheets. In addition, as of June 30, 2021, the Company has a future commitment to fund this investee for up to an additional \$7.0 million if certain future funding milestones are met. Additional funding provided by the Company to the investee as a result of meeting the future funding milestones would increase the Company's corresponding potential maximum loss exposure by that amount.

In addition, as of June 30, 2021, the Company also has a future commitment to fund \$2.0 million to one of the Company's other investees.

Other Commercial Agreements

Certain of the Company's subsidiaries established unsecured, uncommitted lines of credit with banks. There were no outstanding borrowings under these lines of credit at June 30, 2021.

Off-Balance Sheet Arrangements

It is not the Company's business practice to enter into off-balance sheet arrangements. However, the Company is exposed to market risk from changes in foreign currency exchange rates that could impact its financial position, results of operations, and cash flows. The Company manages its exposure to these market risks through its regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. The Company was not a party to any outstanding derivative financial instruments at June 30, 2021 or June 30, 2020. In connection with the Itiviti Acquisition, in March 2021 the Company entered into two derivative instruments designed to mitigate the Company's exposure to the impact of (i) changes in foreign exchange rates on the Itiviti Acquisition purchase consideration, and (ii) changes in interest rates on the Fiscal 2021 Senior Notes.

The Company executed a forward foreign exchange derivative instrument ("Forward") with an aggregate notional amount of EUR 1.955 billion. The Forward acted as an economic hedge against the impact of changes in the Euro on the Company's purchase consideration for the Itiviti Acquisition. The Company recorded changes in fair value of the Forward as part of Other non-operating income (expenses), net in the Consolidated Statement of Earnings. In May 2021, the Company settled the Forward derivative for a cumulative pre-tax gain of \$66.7 million.

Also, the Company executed a forward treasury lock agreement ("Treasury Lock"), designated as a cash flow hedge, in the aggregate notional amount of \$1.0 billion to manage exposure to fluctuations in the benchmark interest rate associated with the Fiscal 2021 Senior Notes, which were used to pay down a portion of the Term Credit Agreement associated with the Itiviti Acquisition. Accordingly, changes in the fair value of the Treasury Lock were recorded as part of Other comprehensive income (loss), net each period up to when the Treasury Lock was settled. In May 2021, the Treasury Lock was settled for a pre-tax loss of \$11.0 million, after which the final settlement loss will be reclassified into Interest expense, net ratably over the ten year term of the Fiscal 2021 Senior Notes. The expected amount of the existing loss that would be reclassified into earnings before income taxes within the next twelve months is approximately \$1.1 million.

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

Recently-issued Accounting Pronouncements

Please refer to Note 2, "Summary of Significant Accounting Policies" to our Consolidated Financial Statements under Item 8 of Part II of this Annual Report on Form 10-K for a discussion on the impact of the adoption of new accounting pronouncements.

ITEM 7A. Quantitative and Qualitative Disclosures About Market Risk

Market Risks

In the ordinary course of business, the financial position of the Company is routinely subject to certain market risks, notably the effects of changes in interest rates and foreign currency exchange rates. We manage our exposure to these market risks through our regular operating and financing activities. As a result, the Company does not anticipate any material losses from these risks. The Company was not a party to any derivative financial instrument as of June 30, 2021 and 2020, respectively.

Interest Rate Risk

As of June 30, 2021, \$1,657.8 million, or 43%, of the Company's total outstanding debt balance of \$3,887.6 million is based on floating interest rates. Our \$1,657.8 million in variable rate debt at June 30, 2021 consists of our revolving credit facility, which, depending on the currency of the loan, bears interest at LIBOR, CDOR, EURIBOR, TIBOR and STIBOR plus 1.015% per annum (subject to step-ups to 1.175% and step-downs to 0.805% based on ratings) or SONIA plus 1.0476% per annum (subject to step-ups to 1.2076% and step-downs to 0.8376% based on ratings), plus an additional annual facility fee equal to 11.0 basis points on the entire facility (subject to step-ups to 20.0 basis points and step-downs to 7.0 basis points based on ratings), and the outstanding portion of our Fiscal 2021 Term Loans which bears interest at LIBOR plus 0.875% per annum (subject to step-ups to LIBOR plus 1.250% or a step-down to LIBOR plus 0.750% based on ratings). We have assessed our exposure to changes in interest rates by analyzing the sensitivity to our earnings of a change in market interest rates on amounts borrowed from the revolving credit facility and Fiscal 2021 Term Loans during the fiscal year ended June 30, 2021. Assuming a hypothetical increase of one hundred basis points in interest rates on our variable rate debt during the fiscal year ended June 30, 2021, our pre-tax earnings would have decreased by approximately \$8.4 million for the fiscal year ended June 30, 2021; however, this would have been offset by interest earned on cash balances.

Foreign Currency Risk

While the substantial majority of our business is conducted within the U.S., approximately 12% of our fiscal year 2021 revenues were earned outside of the U.S. and approximately 40% of our total consolidated assets as of June 30, 2021 resided in our foreign subsidiaries. Our revenue generating operations outside of the U.S. primarily reside in Canada and the United Kingdom. As a result, we have a certain degree of foreign currency exposure to exchange rate fluctuations associated with our non-U.S. revenue generating operations, primarily with respect to the Canadian dollar and the British pound.

We manage our foreign currency risk primarily by incurring, to the extent practicable, operating and financing expenses in the local currency in the countries in which we operate. We do not hedge our operating results against currency movement as they are primarily translational in nature. For the fiscal year ended June 30, 2021, a hypothetical 10% decrease in the value of the Canadian dollar and British pound versus the U.S. dollar would have resulted in a decrease in our total pre-tax earnings of approximately \$16.7 million. A hypothetical 10% decrease in the value of the Canadian dollar and British pound versus the U.S. dollar at June 30, 2021 would have resulted in a decrease to our total assets of approximately \$96.7 million.

ITEM 8. Financial Statements and Supplementary Data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and the Stockholders of
Broadridge Financial Solutions, Inc.
5 Dakota Drive
Lake Success, NY 11042

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Broadridge Financial Solutions, Inc. and subsidiaries (the “Company”) as of June 30, 2021 and 2020, the related consolidated statements of earnings, comprehensive income, stockholders’ equity, and cash flows, for each of the three years in the period ended June 30, 2021, and the related notes and the financial statement schedule listed in the Index at Item 15 (collectively referred to as the “financial statements”). We also have audited the Company’s internal control over financial reporting as of June 30, 2021, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

As described in Management’s Report on Internal Control over Financial Reporting, management excluded from its assessment the internal control over financial reporting of Itiviti Holding AB (“Itiviti”), which was acquired on May 12, 2021 and whose financial statements constitute 37% of total assets, and 1% of revenues of the consolidated financial statement amounts as of and for the year ended June 30, 2021. Accordingly, our audit did not include the internal control over financial reporting at Itiviti.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of June 30, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended June 30, 2021, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of June 30, 2021, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

Changes in Accounting Principle

As discussed in Note 2 to the financial statements, the Company changed its method of accounting for leases as of July 1, 2019 due to the adoption of Accounting Standards Update 2016-02, Leases (Topic 842).

Basis for Opinions

The Company’s management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on these financial statements and an opinion on the Company’s internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the financial statements included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures to respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed 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. A company’s internal control over financial reporting includes those policies and procedures

that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Goodwill - Refer to Notes 2 and 10 to the financial statements

Critical Audit Matter Description

The Company's evaluation of goodwill for impairment involves the comparison of the fair value of each reporting unit to its carrying value. The Company determines the fair value of its reporting units using the income approach, which considers a discounted future cash flow analysis using various assumptions, including projections of revenues based on assumed long-term growth rates and projections of earnings before income tax ("EBIT"), estimated costs and appropriate discount rates based on the particular reporting unit's weighted-average cost of capital. The principal factors used in the discounted cash flow analysis requiring judgment are the projected future operating cash flows based on forecasted EBIT margins, including projections of revenues, and the selection of the terminal value growth rate and the discount rate assumptions.

The goodwill balance was \$3.720 billion as of June 30, 2021, which is allocated among various reporting units. During fiscal year 2021, the Company performed the required impairment tests of Goodwill and determined that there was no impairment. The Company also performed a sensitivity analysis under Step 1 of the goodwill impairment test assuming hypothetical reductions in the fair values of the reporting units. A 10% change in their estimates of projected future operating cash flows, discount rates, or terminal value growth rates used in their calculations of the fair values of the reporting units would not result in an impairment of their goodwill.

Auditing the fair value of certain of the reporting units involved a high degree of subjectivity, including the need to involve our fair value specialists, as it relates to evaluating whether management's judgments in determining whether the projected future operating cash flows based on forecasted EBIT margins, including projections of revenues, selection of terminal growth and the weighted-average cost of capital (used to determine the discount rate) were appropriate.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the projected future operating cash flows based on forecasted EBIT margins, including projections of revenues, and the selection of the terminal value growth rate and discount rate for certain of the reporting units included the following, among others:

- We tested the effectiveness of controls over goodwill, including those over the projected future operating cash flows and the selection of the discount, and terminal value growth rates.
- We performed a sensitivity analysis on the future cash flows to determine what revenue and EBIT growth rate is needed to cause an impairment for each reporting unit.
- We evaluated the reasonableness of management's projected future operating cash flows based on forecasted EBIT margins, including projections of revenues by comparing to (1) historical results for significant reporting units, (2) internal communications to management and the Board of Directors, and (3) forecasted information included in Company press releases, analyst and industry reports of the Company and companies in its peer group.
- We considered the impact of changes in the regulatory environment, uncertainty in the market, and economic conditions on management's forecasts.
- With the assistance of our fair value specialists, we evaluated the discount rates, and terminal value growth rates, including testing the underlying source information and the mathematical accuracy of the calculations by developing a range of independent estimates and comparing those to the rates selected by management.

/s/ DELOITTE & TOUCHE LLP

New York, New York
August 12, 2021

We have served as the Company's auditor since 2007.

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

		Years ended June 30,		
		2021	2020	2019
Revenues	(Note 3)	\$ 4,993.7	\$ 4,529.0	\$ 4,362.2
Operating expenses:				
Cost of revenues		3,570.8	3,265.1	3,131.9
Selling, general and administrative expenses		744.3	639.0	577.5
Total operating expenses		4,315.0	3,904.1	3,709.5
Operating income		678.7	624.9	652.7
Interest expense, net	(Note 5)	(55.2)	(58.8)	(41.8)
Other non-operating income (expenses), net		72.7	13.4	(3.7)
Earnings before income taxes		696.2	579.5	607.3
Provision for income taxes	(Note 17)	148.7	117.0	125.2
Net earnings		<u>\$ 547.5</u>	<u>\$ 462.5</u>	<u>\$ 482.1</u>
Basic earnings per share		<u>\$ 4.73</u>	<u>\$ 4.03</u>	<u>\$ 4.16</u>
Diluted earnings per share		<u>\$ 4.65</u>	<u>\$ 3.95</u>	<u>\$ 4.06</u>
Weighted-average shares outstanding:				
Basic	(Note 4)	115.7	114.7	115.9
Diluted	(Note 4)	117.8	117.0	118.8

Amounts may not sum due to rounding.

See notes to consolidated financial statements.

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

	Years ended June 30,		
	2021	2020	2019
Net earnings	\$ 547.5	\$ 462.5	\$ 482.1
Other comprehensive income (loss), net:			
Foreign currency translation adjustments	117.6	(26.4)	(15.0)
Pension and post-retirement liability adjustment, net of taxes of \$(0.1), \$0.9 and \$0.9 for the years ended June 30, 2021, 2020 and 2019, respectively	0.3	(2.8)	(2.7)
Fair market value loss on cash flow hedge, net of tax benefit of \$2.6, —, and — for the years ended June 30, 2021, 2020 and 2019, respectively.	(8.2)	—	—
Total other comprehensive income (loss), net	109.7	(29.2)	(17.7)
Comprehensive income	<u>\$ 657.2</u>	<u>\$ 433.3</u>	<u>\$ 464.3</u>

Amounts may not sum due to rounding.

See notes to consolidated financial statements.

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

	June 30, 2021	June 30, 2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 274.5	\$ 476.6
Accounts receivable, net of allowance for doubtful accounts of \$9.3 and \$9.8, respectively	820.3	711.3
Other current assets	166.4	140.1
Total current assets	1,261.3	1,328.0
Property, plant and equipment, net	(Note 9) 177.2	161.6
Goodwill	(Note 10) 3,720.1	1,674.5
Intangible assets, net	(Note 10) 1,425.0	583.8
Other non-current assets	(Note 11) 1,536.2	1,141.9
Total assets	<u>\$ 8,119.8</u>	<u>\$ 4,889.8</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Current portion of long-term debt	(Note 13) \$ —	\$ 399.9
Payables and accrued expenses	(Note 12) 1,102.7	829.9
Contract Liabilities	185.3	111.2
Total current liabilities	1,288.0	1,341.0
Long-term debt	(Note 13) 3,887.6	1,387.6
Deferred taxes	(Note 17) 400.7	126.8
Contract Liabilities	197.2	175.4
Other non-current liabilities	(Note 14) 537.2	512.4
Total liabilities	6,310.6	3,543.2
Commitments and contingencies	(Note 18)	
Stockholders' equity:		
Preferred stock: Authorized, 25.0 shares; issued and outstanding, none	—	—
Common stock, \$0.01 par value: Authorized, 650.0 shares; issued, 154.5 and 154.5 shares, respectively; outstanding, 116.1 and 115.1 shares, respectively	1.6	1.6
Additional paid-in capital	1,245.5	1,178.5
Retained earnings	2,583.8	2,302.6
Treasury stock, at cost: 38.3 and 39.3 shares, respectively	(2,030.9)	(2,035.7)
Accumulated other comprehensive income (loss)	(Note 19) 9.2	(100.4)
Total stockholders' equity	1,809.1	1,346.5
Total liabilities and stockholders' equity	<u>\$ 8,119.8</u>	<u>\$ 4,889.8</u>

Amounts may not sum due to rounding.

See notes to consolidated financial statements.

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

	Years ended June 30,		
	2021	2020	2019
Cash Flows From Operating Activities			
Net earnings	\$ 547.5	\$ 462.5	\$ 482.1
Adjustments to reconcile Net earnings to Net cash flows provided by operating activities:			
Depreciation and amortization	67.4	73.8	85.2
Amortization of acquired intangibles and purchased intellectual property	153.7	122.9	87.4
Amortization of other assets	113.6	102.6	87.4
Write-down of long lived assets	31.4	30.4	—
Stock-based compensation expense	58.6	60.8	58.4
Deferred income taxes	52.0	29.0	(3.5)
Gain on forward foreign exchange derivative	(66.7)	—	—
Other	(31.7)	(26.9)	(37.6)
Changes in operating assets and liabilities, net of assets and liabilities acquired:			
Current assets and liabilities:			
Increase in Accounts receivable, net	(42.4)	(33.5)	(34.9)
Increase in Other current assets	(29.6)	(17.9)	(7.3)
Increase (decrease) in Payables and accrued expenses	144.3	58.6	(10.9)
Increase in Contract liabilities	12.4	12.2	15.1
Non-current assets and liabilities:			
Increase in Other non-current assets	(454.5)	(352.7)	(188.3)
Increase in Other non-current liabilities	84.0	76.4	83.8
Net cash flows provided by operating activities	<u>640.1</u>	<u>598.2</u>	<u>617.0</u>
Cash Flows From Investing Activities			
Capital expenditures	(51.9)	(62.7)	(50.6)
Software purchases and capitalized internal use software	(48.8)	(36.0)	(22.0)
Proceeds from asset sales	18.0	—	—
Acquisitions, net of cash acquired	(2,603.6)	(339.1)	(354.7)
Settlement of forward foreign exchange derivative	66.7	—	—
Other investing activities	(34.0)	(3.8)	(6.3)
Net cash flows used in investing activities	<u>(2,653.7)</u>	<u>(441.7)</u>	<u>(433.5)</u>
Cash Flows From Financing Activities			
Debt proceeds	4,325.0	1,621.9	803.1
Debt repayments	(2,230.7)	(1,292.8)	(387.4)
Dividends paid	(261.7)	(241.0)	(211.2)
Purchases of Treasury stock	(21.5)	(69.3)	(397.8)
Proceeds from exercise of stock options	35.3	41.8	31.1
Other financing activities	(48.6)	(9.4)	(10.8)
Net cash flows provided by (used in) financing activities	<u>1,797.8</u>	<u>51.2</u>	<u>(173.1)</u>
Effect of exchange rate changes on Cash and cash equivalents	13.8	(4.3)	(1.1)
Net change in Cash and cash equivalents	<u>(202.1)</u>	<u>203.4</u>	<u>9.2</u>
Cash and cash equivalents, beginning of fiscal year	476.6	273.2	263.9
Cash and cash equivalents, end of fiscal year	<u>\$ 274.5</u>	<u>\$ 476.6</u>	<u>\$ 273.2</u>
Supplemental disclosure of cash flow information:			
Cash payments made for interest	\$ 56.0	\$ 58.5	\$ 43.4
Cash payments made for income taxes, net of refunds	\$ 98.0	\$ 100.9	\$ 119.5
Non-cash investing and financing activities:			
Accrual of unpaid property, plant, equipment and software	\$ 32.0	\$ 13.9	\$ 8.7

Amounts may not sum due to rounding.

See notes to consolidated financial statements.

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

	Common Stock		Additional Paid-In Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount					
Balances, June 30, 2018	154.5	\$ 1.6	\$ 1,048.5	\$ 1,727.0	\$ (1,630.8)	\$ (51.9)	\$ 1,094.3
Comprehensive income (loss)	—	—	—	482.1	—	(17.7)	464.3
Cumulative effect of changes in accounting principle (a)	—	—	—	102.8	—	(1.5)	101.3
Stock option exercises	—	—	31.3	—	—	—	31.3
Stock-based compensation	—	—	58.3	—	—	—	58.3
Treasury stock acquired (3.5 shares)	—	—	—	—	(397.8)	—	(397.8)
Treasury stock reissued (1.4 shares)	—	—	(28.8)	—	28.8	—	—
Common stock dividends (\$1.94 per share)	—	—	—	(224.2)	—	—	(224.2)
Balances, June 30, 2019	154.5	1.6	1,109.3	2,087.7	(1,999.8)	(71.2)	1,127.5
Comprehensive income (loss)	—	—	—	462.5	—	(29.2)	433.3
Cumulative effect of changes in accounting principle (b)	—	—	—	0.2	—	—	0.2
Stock option exercises	—	—	42.1	—	—	—	42.1
Stock-based compensation	—	—	60.6	—	—	—	60.6
Treasury stock acquired (0.6 shares)	—	—	—	—	(69.3)	—	(69.3)
Treasury stock reissued (1.5 shares)	—	—	(33.5)	—	33.5	—	—
Common stock dividends (\$2.16 per share)	—	—	—	(247.8)	—	—	(247.8)
Balances, June 30, 2020	154.5	1.6	1,178.5	2,302.6	(2,035.7)	(100.4)	1,346.5
Comprehensive income (loss)	—	—	—	547.5	—	109.7	657.2
Stock option exercises	—	—	35.0	—	—	—	35.0
Stock-based compensation	—	—	58.2	—	—	—	58.2
Treasury stock acquired (0.1 shares)	—	—	—	—	(21.5)	—	(21.5)
Treasury stock reissued (1.2 shares)	—	—	(26.2)	—	26.2	—	—
Common stock dividends (\$2.30 per share)	—	—	—	(266.3)	—	—	(266.3)
Balances, June 30, 2021	154.5	\$ 1.6	\$ 1,245.5	\$ 2,583.8	\$ (2,030.9)	\$ 9.2	\$ 1,809.1

(a) Primarily reflects the adoption of accounting standards as described in Note 3, "Revenue Recognition."

(b) Reflects the adoption of accounting standards as described in Note 2, "Summary of Significant Accounting Policies."

Amounts may not sum due to rounding.

See notes to consolidated financial statements.

Broadridge Financial Solutions, Inc.
Notes to Consolidated Financial Statements

NOTE 1. BASIS OF PRESENTATION

A. Description of Business. Broadridge Financial Solutions, Inc. (“Broadridge” or the “Company”), a Delaware corporation and a part of the S&P 500® Index (“S&P”), is a global financial technology leader providing investor communications and technology-driven solutions to banks, broker-dealers, asset and wealth managers and corporate issuers.

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

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

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

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

In addition, Broadridge provides public corporations and mutual funds with a full suite of solutions to help manage their annual meeting process, including registered and beneficial proxy materials distribution, proxy processing and tabulation services, digital voting solutions, proxy and shareholder report document management solutions, virtual shareholder meeting services and shareholder data services. Broadridge also offers financial reporting document composition and management solutions, SEC disclosure and filing services, and registrar, stock transfer and record-keeping services through Broadridge Corporate Issuer Solutions.

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

- **Global Technology and Operations** - Broadridge is a leading global provider of business solutions for capital markets, and wealth and investment management firms. Broadridge offers advanced solutions that automate firms' transaction lifecycle, from desktop productivity tools, data aggregation, performance reporting, and portfolio management to order capture and execution, trade confirmation, margin, cash management, clearance and settlement, asset servicing, reference data management, reconciliations, securities financing and collateral optimization, compliance and regulatory reporting, and portfolio accounting and custody-related services. In addition, Broadridge provides business process outsourcing services that support the entire trade lifecycle operations of its buy- and sell-side clients' businesses through a combination of its technology and operations expertise.

For capital markets firms, Broadridge helps its clients lower their costs and improve the effectiveness of their businesses across the front, middle and back office. Broadridge's core post-trade services help financial institutions efficiently and cost-effectively consolidate their books and records, gather and service assets under management and manage risk, thereby enabling them to focus on their core business activities. Broadridge's multi-asset, multi-market, multi-entity and multi-currency solutions support real-time global trade processing of equity, fixed income, mutual fund, foreign exchange, and exchange-traded derivatives.

Broadridge's comprehensive wealth management platform offers capabilities across the entire wealth management lifecycle and streamlines all aspects of wealth management services, including account management, fee management and client on-boarding. The wealth management platform enables full-service, regional and independent broker-dealers and investment advisors to better engage with customers through digital marketing and customer communications tools. Broadridge also integrates data, content and technology to drive new customer acquisition, support holistic and personalized advice and cross-sell opportunities through the creation of sales and educational content, including seminars as well as customizable advisor websites, search engine marketing and electronic and print newsletters. Broadridge's advisor solutions help advisors optimize their practice management through customer and account data aggregation and reporting. With the recent acquisition of Itiviti Holding AB ("Itiviti"), Broadridge has strengthened its capabilities with a set of front-office trade order and execution management solutions, connectivity and network offerings which will integrate with its existing middle and back-office solutions.

Broadridge also offers buy-side technology solutions for the global investment management industry, including portfolio management, compliance and operational workflow solutions for hedge funds, family offices, alternative asset managers, traditional asset managers and the providers that service this space.

B. Consolidation and Basis of Presentation. The Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles ("GAAP") in the U.S. and in accordance with the SEC requirements for Annual Reports on Form 10-K. These financial statements present the consolidated position of the Company and include the entities in which the Company directly or indirectly has a controlling financial interest as well as various entities in which the Company has investments recorded under the equity method of accounting as well as certain marketable and non-marketable securities. Intercompany balances and transactions have been eliminated. Amounts presented may not sum due to rounding. Certain prior period amounts have been reclassified to conform to the current year presentation where applicable, except as it relates to Financial Accounting Standards Board (the "FASB") Accounting Standards Update ("ASU") No. 2016-02 "Leases", as amended ("ASU No. 2016-02").

Effective July 1, 2019, the Company adopted ASU No. 2016-02, as amended, by recognizing a right-of-use ("ROU") asset and corresponding lease liability, along with a cumulative-effect adjustment to the opening balance of retained earnings, in the period of adoption. Under this method of adoption, the Company has not restated the prior period Consolidated Financial Statements presented to the current period presentation. Additional information about the impact of the Company's adoption of ASU No. 2016-02, as amended, is included in Note 2, "Summary of Significant Accounting Policies" and Note 8, "Leases".

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

B. Revenue Recognition. ASU No. 2014-09 outlines a single comprehensive model to use in accounting for revenue arising from contracts with customers. The core principle is that an entity recognizes revenue to reflect the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Company's revenues from clients are primarily generated from fees for providing investor communications and technology-enabled services and solutions. Revenues are recognized for the two reportable segments as follows:

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

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

Identification of Performance Obligations

For revenue arrangements containing multiple goods or services, the Company accounts for the individual goods or services as a separate performance obligation if they are distinct, the good or service is separately identifiable from other items in the arrangement, and if a client can benefit from it on its own or with other resources that are readily available to the client. If these criteria are not met, the promised goods or services are accounted for as a combined performance obligation.

Transaction Price

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

As described above, our most significant performance obligations involve variable consideration which constitutes the majority of our revenue streams. The Company's variable consideration components meet the criteria in ASU No. 2014-09 for exclusion from disclosure of the remaining transaction price allocated to unsatisfied performance obligations as does any contracts with clients with an original duration of one year or less. The Company has contracts with clients that vary in length depending on the nature of the services and contractual terms negotiated with the client, and they generally extend over a multi-year period.

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

C. Cash and Cash Equivalents. Investment securities with an original maturity of 90 days or less are considered cash equivalents. The fair value of the Company's Cash and cash equivalents approximates carrying value due to their short term nature.

D. Financial Instruments. Substantially all of the financial instruments of the Company other than Long-term debt are carried at fair values, or at carrying amounts that approximate fair values because of the short maturity of the instruments. The carrying value of the Company's long-term fixed-rate senior notes represent the face value of the long-term fixed-rate senior notes net of the unamortized discount and net of the associated unamortized debt issuance cost. The fair value of the Company's long-term fixed-rate senior notes is based on quoted market prices. Refer to Note 13, "Borrowings," for a further description of the Company's long-term fixed-rate senior notes as well as Note 7, "Fair Value of Financial Instruments" for additional details on the fair value of the Company's financial instruments.

E. Property, Plant and Equipment. Property, plant and equipment is initially recorded at cost and depreciated over the estimated useful lives of the assets using the straight-line method. Leasehold improvements are amortized over the shorter of the term of the lease or the estimated useful lives of the improvements. The estimated useful lives of assets are as follows:

Equipment	3 to 7 years
Buildings and Building Improvements	5 to 20 years
Furniture and fixtures	4 to 7 years

Refer to Note 9, "Property, Plant and Equipment, Net", for a further description of the Company's Property, plant and equipment, net.

F. Securities. Securities are non-derivatives that are reflected in Other non-current assets in the Consolidated Balance Sheets, unless management intends to dispose of the investment within twelve months of the end of the reporting period, in which case they are reflected in Other current assets in the Consolidated Balance Sheets. These investments are in entities over which the Company does not have control, joint control, or significant influence. Securities that have a readily determinable fair value are carried at fair value. Securities without a readily determinable fair value are initially recognized at cost and subsequently carried at cost minus impairment, if any, plus or minus changes resulting from observable price changes in transactions for an identical or similar investment of the same issuer, such as subsequent capital raising transactions. Changes in the value of securities with or without a readily determinable fair value are recorded in the Consolidated Statements of Earnings. In determining whether a security without a readily determinable fair value is impaired, management considers qualitative factors to identify an impairment including the financial condition and near-term prospects of the issuer. Refer to Note 7, “Fair Value of Financial Instruments” for additional details on the fair value of the Company’s securities.

G. Inventories. Inventories are stated at the lower of cost (determined on a first-in, first-out basis) or market. Inventory balances of \$23.2 million and \$21.5 million, consisting of forms and envelopes used in the mailing of proxy and other materials to our customers, are reflected in Other current assets in the Consolidated Balance Sheets at June 30, 2021 and 2020, respectively.

H. Deferred Client Conversion and Start-Up Costs. Direct costs incurred to set up or convert a client’s systems to function with the Company’s technology, that are expected to be recovered, are generally deferred and recognized on a straight-line basis over the service term of the arrangement to which the costs relate, which commences after client acceptance when the processing term begins. The Company evaluates the carrying value of deferred client conversion and start-up costs for impairment on the basis of whether these costs are fully recoverable from the expected future undiscounted net operating cash flows of the client to which the deferred costs relate. These deferred costs are reflected in Other non-current assets in the Consolidated Balance Sheets at June 30, 2021 and June 30, 2020, respectively. Refer to Note 11, “Other Non-Current Assets” for a further description of the Company’s Deferred client conversion and start-up costs.

I. Deferred Sales Commission Costs. The Company defers incremental costs to obtain a client contract that it expects to recover, which consists of sales commissions incurred, only if the contract is executed. Deferred sales commission costs are amortized on a straight-line basis using a portfolio approach consistent with the pattern of transfer of the goods or services to which the asset relates, which also considers expected customer lives. As a practical expedient, the Company recognizes the sales commissions as an expense when incurred if the amortization period of the sales commission asset that the entity otherwise would have recognized is one year or less. The Company evaluates the carrying value of deferred sales commission costs for impairment on the basis of whether these costs are fully recoverable from the expected future undiscounted net operating cash flows of the portfolio of clients to which the deferred sales commission costs relate. Refer to Note 11, “Other Non-Current Assets” for a further description of the Company’s Deferred sales commission costs.

J. Deferred Data Center Costs. Data center costs relate to conversion costs associated with our principal data center systems and applications. Costs directly related to the activities necessary to make the data center usable for its intended purpose are deferred and amortized over the life of the contract on a straight-line basis commencing on the date the data center has achieved full functionality. These deferred costs are reflected in Other non-current assets in the Consolidated Balance Sheets at June 30, 2021 and 2020, respectively. Refer to Note 11, “Other Non-Current Assets” for a further description of the Company’s Deferred data center costs.

K. Goodwill. The Company does not amortize goodwill but instead tests goodwill for impairment at the reporting unit level at least annually or more frequently if circumstances indicate possible impairment. The Company tests for goodwill impairment annually in the fourth quarter of the fiscal year, using the March 31 financial statement balances. The Company’s evaluation of goodwill for impairment involves the comparison of the fair value of each reporting unit to its carrying value. The Company determines the fair value of its reporting units using the income approach, which considers a discounted future cash flow analysis using various assumptions, including projections of revenues based on assumed long-term growth rates, estimated costs and appropriate discount rates based on the particular reporting unit’s weighted-average cost of capital. The principal factors used in the discounted cash flow analysis requiring judgment are the projected future operating cash flows based on forecasted earnings before interest and taxes, and the selection of the terminal value growth rate and discount rate assumptions. The weighted-average cost of capital takes into account the relative weight of each component of our consolidated capital structure (equity and long-term debt). The estimates of long-term growth and costs are based on historical data, various internal estimates and a variety of external sources, and are developed as part of the Company’s routine, long-range planning process. If the carrying amount of the reporting unit exceeds its fair value, an impairment loss shall be recognized in an amount equal to that excess not to exceed the total amount of goodwill allocated to that reporting unit. Refer to Note 10, “Goodwill and Intangible Assets, Net” for a further description on the Company’s accounting for goodwill.

L. Impairment of Long-Lived Assets. Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset (or asset group) may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset (or asset group) to the estimated undiscounted future cash flows expected to be generated by the asset (or asset group). If the carrying amount of an asset (or asset group) exceeds its expected estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset (or asset group) exceeds its fair value. Intangible assets with finite lives are amortized primarily on a straight-line basis over their estimated useful lives and are also reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Refer to Note 9, "Property, Plant and Equipment, Net" for a further description of the Company's Property, plant and equipment, net. Refer to Note 6, "Acquisitions" and Note 10, "Goodwill and Intangible Assets, Net" for a further description of the Company's Intangible assets, net.

M. Equity Method Investments. The Company's investments resulting in a 20% to 50% ownership interest are accounted for using the equity method of accounting when the ability to exercise significant influence is maintained by the Company. The Company's share of net income or losses of equity method investments is included in Other non-operating income (expenses), net. Equity method investments are included in Other non-current assets. Equity method investments are reviewed for impairment by assessing if a decline in market value of the investment below the carrying value is other than temporary, which considers the intent and ability to retain the investment, the length of time and extent that the market value has been less than cost, and the financial condition of the investee.

N. Foreign Currency Translation and Transactions. The assets and liabilities of the Company's foreign subsidiaries are translated into U.S. dollars based on exchange rates in effect at the end of each period. Revenues and expenses are translated at average exchange rates during the periods. Currency transaction gains or losses are included in Non-operating income (expenses), net. Gains or losses from balance sheet translation are included in Accumulated other comprehensive income (loss).

O. Distribution Cost of Revenues. Distribution cost of revenues consists primarily of postage related expenses incurred in connection with the Company's Investor Communication Solutions segment, as well as Matrix Financial Solutions, Inc. administrative services expenses. These costs are reflected in Cost of revenues in the Consolidated Statements of Earnings.

P. Stock-Based Compensation. The Company accounts for stock-based compensation by recognizing the measurement of stock-based compensation expense in the Consolidated Statements of Earnings based on the fair value of the award on the date of grant. For stock options issued, the fair value of each stock option was estimated on the date of grant using a binomial option-pricing model. The binomial model considers a range of assumptions related to volatility, dividend yield, risk-free interest rate, and employee exercise behavior. Expected volatilities utilized in the binomial model are based on a combination of implied market volatilities, historical volatility of the Company's stock price, and other factors. Similarly, the dividend yield is based on historical experience and expected future changes. The risk-free rate is derived from the U.S. Treasury yield curve in effect at the time of grant. The binomial model also incorporates exercise and forfeiture assumptions based on an analysis of historical data. The expected life of the stock option grants is derived from the output of the binomial model and represents the period of time that options granted are expected to be outstanding. For restricted stock units, the fair value of the award is based on the current fair value of the Company's stock on the date of grant less the present value of future expected dividends discounted at the risk-free-rate derived from the U.S. Treasury yield curve in effect at the time of grant. Refer to Note 15, "Stock-Based Compensation" for a further description of the Company's stock-based compensation.

Q. Internal Use Software. Expenditures for major software purchases and software developed or obtained for internal use are capitalized and amortized generally over a three- to five-year period on a straight-line basis. For software developed or obtained for internal use, the Company's accounting policy provides for the capitalization of external direct costs of materials and services associated with developing or obtaining internal use computer software. In addition, the Company also capitalizes payroll and payroll-related costs for employees who are directly associated with internal use computer software projects. The amount of capitalizable payroll costs with respect to these employees is limited to direct time spent on such projects. Costs associated with preliminary project stage activities, training, maintenance, and all other post-implementation stage activities are expensed as incurred. The Company also expenses internal costs related to minor upgrades and enhancements, as it is impractical to separate these costs from normal maintenance activities. Refer to Note 10, "Goodwill and Intangible assets, Net" for a further description of the Company's capitalized software.

R. Income Taxes. The Company accounts for income taxes under the asset and liability method, which establishes financial accounting and reporting standards for the effect of income taxes. The objectives of accounting for income taxes are to recognize the amount of taxes payable or refundable for the current year and deferred tax liabilities and assets for the future tax consequences of events that have been recognized in the Company's Consolidated Financial Statements or tax returns. Deferred tax assets and liabilities are recognized based on temporary differences between the consolidated financial statement carrying amounts and tax bases of assets and liabilities using enacted tax rates in effect in the years in which the temporary differences are expected to reverse.

Judgment is required in addressing the future tax consequences of events that have been recognized in our Consolidated Financial Statements or tax returns (e.g., realization of deferred tax assets, changes in tax laws or interpretations thereof). Valuation allowances are recognized to reduce deferred tax assets when it is more likely than not that the Company will not be able to utilize the deferred tax assets attributable to net operating and capital loss carryforwards of certain subsidiaries to offset future taxable earnings. The determination as to whether a deferred tax asset will be recognized is made on a jurisdictional basis and is based on the evaluation of historical taxable income or loss, projected future taxable income, carryforward periods, scheduled reversals of deferred tax liabilities and tax planning strategies. Projected future taxable income is based on expected results and assumptions as to the jurisdiction in which the income will be earned. The assumptions used to project future taxable income requires significant judgment and are consistent with the plans and estimates used to manage the underlying businesses. Refer to Note 17, "Income Taxes" for a further description of the Company's income taxes.

S. Advertising Costs. Advertising costs are expensed at the time the advertising takes place. Total advertising costs were \$9.8 million, \$6.8 million and \$4.1 million for the fiscal years ended June 30, 2021, 2020 and 2019, respectively.

T. Concentration of Risk. The majority of our clients operate in the financial services industry. Our largest single client in each of our fiscal years 2021, 2020 and 2019 accounted for approximately 6% of our consolidated revenues.

U. New Accounting Pronouncements.

Recently Adopted Accounting Pronouncements

In August 2018, the FASB issued ASU No. 2018-15, "Intangibles - Goodwill and Other - Internal-Use Software: Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract" ("ASU No. 2018-15"), which aligns the requirements for capitalizing implementation costs incurred in a cloud computing hosting arrangement that is a service contract with the requirements under GAAP for capitalizing implementation costs incurred to develop or obtain internal-use software. ASU No. 2018-15 became effective for the Company beginning in the first quarter of fiscal year 2021. Entities are permitted to apply either a retrospective or prospective transition approach to adopt the guidance, for which the Company elected to adopt ASU No. 2018-15 on a prospective basis. The adoption of ASU No. 2018-15 did not have a material impact on the Company's Consolidated Financial Statements.

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses" ("ASU No. 2016-13"), which prescribes an impairment model for most financial instruments based on expected losses rather than incurred losses. Under this model, an estimate of expected credit losses over the contractual life of the instrument is to be recorded as of the end of a reporting period as an allowance to offset the amortized cost basis, resulting in a net presentation of the amount expected to be collected on the financial instrument. The expected credit loss model incorporates historical collection experience and other factors, including those related to current market conditions and events. The Company monitors trade receivable balances and other related assets, and estimates the allowance for lifetime expected credit losses. ASU No. 2016-13 became effective for the Company in the first quarter of fiscal year 2021. For most instruments, entities must apply the standard using a cumulative-effect adjustment to retained earnings as of the beginning of the fiscal year of adoption. The adoption of ASU No. 2016-13 did not have a material impact on the Company's Consolidated Financial Statements.

In February 2016, the FASB issued ASU No. 2016-02, as subsequently amended by ASU No. 2018-10, "Codification Improvements to Topic 842, Leases," ASU No. 2018-11, "Leases (Topic 842): Targeted Improvements," and ASU No. 2018-20, "Leases (Topic 842): Narrow Scope Improvements for Lessors" (collectively referred to herein as "ASU No. 2016-02, as amended"). Under ASU No. 2016-02, as amended, all lease arrangements, with certain limited exceptions, exceeding a twelve-month term must now be recognized as assets and liabilities on the balance sheet of the lessee by recording a ROU asset and corresponding lease obligation generally equal to the present value of the future lease payments over the lease term. Further, the income statement will reflect lease expense for leases classified as operating and amortization/interest expense for leases classified as financing, determined using classification criteria substantially similar to the current lease guidance for distinguishing between an operating and capital lease. ASU No. 2016-02, as amended, also contains certain additional qualitative and quantitative disclosures to supplement the amounts recorded in the financial statements so that users can understand more about the nature of an entity's leasing activities, including significant judgments and changes in judgments. ASU No. 2016-02, as amended, was effective for the Company in the first quarter of fiscal year 2020 and could have been adopted using either a modified retrospective basis which required adjustment to all comparative periods presented in the consolidated financial statements, or by recognizing a cumulative-effect adjustment to the opening balance of retained earnings at the date of initial application.

Accordingly, in the first quarter of fiscal year 2020, the Company adopted ASU No. 2016-02, as amended, by recognizing a ROU asset and corresponding lease liability, along with a cumulative-effect adjustment to the opening balance of retained earnings, in the period of adoption. Under this method of adoption, the Company has not restated the prior period Consolidated Financial Statements presented to the current period presentation. The Company elected the transition package of three practical expedients permitted under the transition guidance in ASU No. 2016-02, as amended, to not reassess prior conclusions related to whether (i) a contract contains a lease, (ii) the classification of an existing lease, and (iii) the accounting for initial direct costs. The Company also elected accounting policies to (i) not separate the non-lease components of a contract from the lease component to which they relate, and (ii) not recognize assets or liabilities for leases with a term of twelve months or less and no purchase option that the Company is reasonably certain of exercising.

On the Consolidated Balance Sheet as of July 1, 2019, the adoption of ASU No. 2016-02, as amended, resulted in the recognition of lease liabilities of \$252.0 million and ROU assets of \$235.4 million, which include the impact of existing deferred rents and tenant improvement allowances for operating leases, as well as a cumulative-effect adjustment to the opening balance of retained earnings of \$0.2 million. The adoption of ASU No. 2016-02, as amended, did not have a material impact on the Consolidated Statements of Earnings, the Consolidated Statements of Comprehensive Income, the Consolidated Statements of Cash Flows, or the Consolidated Statements of Stockholders' Equity.

V. Subsequent Events. In preparing the accompanying Consolidated Financial Statements, the Company has reviewed events that have occurred after June 30, 2021 through the date of issuance of the Consolidated Financial Statements. Refer to Note 22, "Subsequent Events" for a description of the Company's subsequent events.

NOTE 3. REVENUE RECOGNITION

Disaggregation of Revenue

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

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

In the second quarter of fiscal year 2021, the Company changed its presentation of disaggregated revenue by product line disclosures to reflect internal realignment of the Company's revenue reporting, specifically as it relates to recurring fee revenues. Presentation of disaggregated revenue by product line disclosures in prior periods have been changed to conform to the current period presentation.

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
Investor Communication Solutions			
Regulatory	\$ 953.6	\$ 792.5	\$ 750.4
Data-driven fund solutions	358.0	339.4	303.9
Issuer	189.0	156.7	137.1
Customer communications	574.2	573.4	572.6
Total ICS Recurring fee revenues	<u>2,074.8</u>	<u>1,862.0</u>	<u>1,764.0</u>
Equity and other	124.6	79.5	107.3
Mutual funds	112.8	98.5	137.2
Total ICS Event-driven fee revenues	<u>237.3</u>	<u>178.0</u>	<u>244.5</u>
Distribution revenues	1,555.3	1,451.2	1,459.8
Total ICS Revenues	<u>\$ 3,867.5</u>	<u>\$ 3,491.3</u>	<u>\$ 3,468.3</u>
Global Technology and Operations			
Capital markets	\$ 700.5	\$ 650.2	\$ 590.6
Wealth and investment management	557.6	524.0	405.7
Total GTO Recurring fee revenues	<u>1,258.1</u>	<u>1,174.2</u>	<u>996.3</u>
Foreign currency exchange	(131.9)	(136.4)	(102.4)
Total Revenues	<u>\$ 4,993.7</u>	<u>\$ 4,529.0</u>	<u>\$ 4,362.2</u>
Revenues by Type			
Recurring fee revenues	\$ 3,332.9	\$ 3,036.3	\$ 2,760.3
Event-driven fee revenues	237.3	178.0	244.5
Distribution revenues	1,555.3	1,451.2	1,459.8
Foreign currency exchange	(131.9)	(136.4)	(102.4)
Total Revenues	<u>\$ 4,993.7</u>	<u>\$ 4,529.0</u>	<u>\$ 4,362.2</u>

Contract Balances

The following table provides information about contract assets and liabilities:

	June 30,	June 30,	June 30,
	2021	2020	2019
	(in millions)		
Contract assets	\$ 89.8	\$ 81.9	\$ 47.5
Contract liabilities	\$ 382.5	\$ 286.6	\$ 251.6

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

During the fiscal year ended June 30, 2021, contract liabilities increased primarily due to a combination of recent acquisitions, growth in revenues and the timing of client payments. The Company recognized \$158.7 million of revenue during the fiscal year ended June 30, 2021 that was included in the contract liability balance as of June 30, 2020. The Company recognized \$141.2 million of revenue during the fiscal year ended June 30, 2020 that was included in the contract liability balance as of June 30, 2019. The Company recognized \$96.4 million of revenue during fiscal year ended June 30, 2019 that was included in the contract liability balance as of July 1, 2018.

NOTE 4. WEIGHTED-AVERAGE SHARES OUTSTANDING

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

As of June 30, 2021, 2020 and 2019, the computation of diluted EPS did not include 0.4 million, 0.5 million and 0.4 million options to purchase Broadridge common stock, respectively, as the effect of their inclusion would have been anti-dilutive.

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

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
Weighted-average shares outstanding:			
Basic	115.7	114.7	115.9
Common stock equivalents	2.1	2.3	2.9
Diluted	117.8	117.0	118.8

NOTE 5. INTEREST EXPENSE, NET

Interest expense, net consisted of the following:

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
Interest expense on borrowings	\$ (57.5)	\$ (62.5)	\$ (45.9)
Interest income	2.2	3.7	4.2
Interest expense, net	\$ (55.2)	\$ (58.8)	\$ (41.8)

NOTE 6. ACQUISITIONS

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

The Company is providing unaudited pro forma supplemental information for the Itiviti Acquisition as the Company deemed this acquisition to be material to the Company’s operating results. Unaudited pro forma supplemental financial information for all acquisitions, excluding Itiviti, is not provided as the impact of these acquisitions on the Company’s operating results, financial position or cash flows was not material for any acquisition individually.

The following represents the fiscal year 2021 acquisitions:

BUSINESS COMBINATIONS

Financial information on each transaction is as follows:

	Itiviti	Advisor-Stream	Total
	(in millions)		
Cash payments, net of cash acquired	\$ 2,580.4	\$ 23.2	\$ 2,603.6
Deferred payments, net	—	2.9	2.9
Contingent consideration liability	—	7.3	7.3
Aggregate purchase price	<u>\$ 2,580.4</u>	<u>\$ 33.4</u>	<u>\$ 2,613.8</u>
Net tangible assets acquired / (liabilities assumed)	\$ (256.6)	\$ (3.0)	\$ (259.6)
Goodwill	1,932.4	25.8	1,958.2
Intangible assets	904.6	10.5	915.1
Aggregate purchase price	<u>\$ 2,580.4</u>	<u>\$ 33.4</u>	<u>\$ 2,613.8</u>

Itiviti

In May 2021, the Company acquired Itiviti, a leading provider of trading and connectivity technology to the capital markets industry. The acquisition of Itiviti extends the Company's market-leading back office capabilities into the front office and deepens its multi-asset class solutions, better enabling the Company to help its clients adapt to a rapidly evolving marketplace. Itiviti is included in the Company's GTO reportable segment.

- Goodwill is not tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a seven-year life and five-year life, respectively.

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

The following summarizes the allocation of purchase price for the Itiviti acquisition (in millions):

	<u>Itiviti</u>
Accounts receivable	\$ 39.9
Other current assets	14.1
Property, plant and equipment	9.4
Intangible assets	904.6
Goodwill	1,932.4
Other non-current assets	28.7
Payables and accrued expenses	(45.8)
Current contract liabilities	(58.1)
Deferred taxes	(211.6)
Other long term liabilities	(33.2)
Consideration paid, net of cash acquired	<u>\$ 2,580.4</u>

Unaudited Pro Forma Financial Information

The unaudited pro forma condensed consolidated results of operations in the table below are provided for illustrative purposes only and summarize the combined results of operations of Broadridge and Itiviti. For purposes of this pro forma presentation, the acquisition of Itiviti is assumed to have occurred on July 1, 2019. The pro forma financial information for all periods presented also includes the estimated business combination accounting effects resulting from this acquisition, notably amortization expense from the acquired intangible assets, interest expense from recent debt financing, the proceeds of which were used to fund the acquisition, and certain other integration related impacts.

This unaudited pro forma financial information should not be relied upon as being indicative of the historical results that would have been obtained if the acquisition had actually occurred on July 1, 2019, nor of the results of operations that may be obtained in the future.

	Years ended June 30,	
	2021	2020
	(in millions)	
Revenues	\$ 5,221.7	\$ 4,723.4
Net earnings	\$ 514.9	\$ 367.5
Basic earnings per share	\$ 4.45	\$ 3.21
Diluted earnings per share	\$ 4.37	\$ 3.14

AdvisorStream

In June 2021, the Company acquired AdvisorStream, a leading provider of digital engagement and marketing solutions for the global wealth and insurance industries. AdvisorStream's advisor marketing platform enables advisors to drive revenue and growth by providing personalized and consistent client communications. AdvisorStream is included in the Company's GTO reportable segment.

- Goodwill is not tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a five-year life and five-year life, respectively.

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

The following represents the fiscal year 2020 acquisitions:

Fiscal Year 2020 Acquisitions:

BUSINESS COMBINATIONS

Financial information on each transaction is as follows:

	Shadow Financial	Fi360	Clear-Structure	Funds-Library	Other Acquisitions	Total
	(in millions)					
Cash payments, net of cash acquired	\$ 35.6	\$ 116.0	\$ 59.1	\$ 69.9	\$ 17.3	\$ 298.0
Deferred payments, net	3.0	3.5	2.1	—	1.7	10.4
Contingent consideration liability	—	—	7.0	—	—	7.0
Aggregate purchase price	<u>\$ 38.6</u>	<u>\$ 119.5</u>	<u>\$ 68.3</u>	<u>\$ 69.9</u>	<u>\$ 19.1</u>	<u>\$ 315.4</u>
Net tangible assets acquired / (liabilities assumed)	\$ (0.1)	\$ (7.9)	\$ 0.2	\$ (3.1)	\$ (2.2)	\$ (13.1)
Goodwill	17.6	84.4	44.2	39.2	13.5	198.9
Intangible assets	21.1	43.1	23.9	33.8	7.8	129.6
Aggregate purchase price	<u>\$ 38.6</u>	<u>\$ 119.5</u>	<u>\$ 68.3</u>	<u>\$ 69.9</u>	<u>\$ 19.1</u>	<u>\$ 315.4</u>

Shadow Financial Systems, Inc. (“Shadow Financial”)

In October 2019, the Company acquired Shadow Financial, a provider of multi-asset class post-trade solutions for the capital markets industry. The acquisition builds upon Broadridge’s post-trade processing capabilities by adding a market-ready solution for exchanges, inter-dealer brokers and proprietary trading firms. In addition, the acquisition adds capabilities across exchange-traded derivatives and cryptocurrency. Shadow Financial is included in our GTO reportable segment.

- Goodwill is tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a seven-year life and five-year life, respectively.
- In fiscal year 2021, the Company settled deferred payment obligations totaling \$3.0 million.

Fi360, Inc. (“Fi360”)

In November 2019, the Company acquired Fi360, a provider of fiduciary and Regulation Best Interest solutions for the wealth and retirement industry, including the accreditation and continuing education for the Accredited Investment Fiduciary® Designation, the leading designation focused on fiduciary responsibility. The acquisition enhances Broadridge’s retirement solutions by providing wealth and retirement advisors with fiduciary tools that complement its Matrix trust and trading platform. The acquisition also further strengthens Broadridge’s data and analytics tools and solutions suite that enable asset managers to grow their businesses by providing greater transparency into the retirement market. Fi360 is included in our ICS reportable segment.

- Goodwill is not tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a seven-year life and five-year life, respectively.
- In fiscal year 2021, the Company settled deferred payment obligations totaling \$3.5 million.

ClearStructure Financial Technology, LLC (“ClearStructure”)

In November 2019, the Company acquired ClearStructure, a global provider of portfolio management solutions for the private debt markets. ClearStructure’s component services enhances Broadridge’s existing multi-asset class, front-to-back office asset management technology suite, providing Broadridge clients with a capability to access the public and private markets. ClearStructure is included in our GTO reportable segment.

- The contingent consideration liability is payable through fiscal year 2023 upon the achievement by the acquired business of certain revenue targets, and has a maximum potential pay-out of \$12.5 million upon the achievement in full of the defined financial targets by the acquired business.
- The fair value of the contingent consideration liability at June 30, 2021 is \$5.0 million.
- Goodwill is primarily tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a seven-year life and five-year life, respectively.
- In fiscal year 2021, the Company settled deferred payment obligations totaling \$2.2 million.

FundsLibrary Limited (“FundsLibrary”)

In February 2020, the Company acquired FundsLibrary, a provider of fund document and data dissemination in the European market. FundsLibrary's solutions enable fund managers to increase distribution opportunities and help them comply with regulations such as Solvency II and MiFID II. The business was combined with FundAssist Limited (“FundAssist”), Broadridge's existing European funds regulatory communications business. The combination of FundsLibrary's data platform and technology with Broadridge's existing fund calculation, document creation and translation capabilities, creates an end-to-end solution for fund managers and distributors, enabling them to respond to demanding regulatory requirements across multiple jurisdictions. FundsLibrary is included in our ICS reportable segment.

- Goodwill is not tax deductible.
- Intangible assets acquired consist primarily of customer relationships and software technology, which are being amortized over a seven-year life and three-year life, respectively.

The following represents the fiscal year 2019 acquisitions:

Fiscal Year 2019 Acquisitions:

BUSINESS COMBINATIONS

Financial information on each transaction is as follows:

	Rockall	RPM	TD Ameritrade*	Total
	(in millions)			
Cash payments, net of cash acquired	\$ 34.9	\$ 258.3	\$ 61.5	\$ 354.7
Deferred payments, net	0.5	40.9	—	41.4
Contingent consideration liability	7.0	0.8	—	7.9
Aggregate purchase price	<u>\$ 42.4</u>	<u>\$ 300.1</u>	<u>\$ 61.5</u>	<u>\$ 404.0</u>
Net tangible assets acquired / (liabilities assumed)	\$ (2.9)	\$ 6.8	\$ —	\$ 3.9
Goodwill	31.1	181.6	27.1	239.8
Intangible assets	14.2	111.7	34.4	160.3
Aggregate purchase price	<u>\$ 42.4</u>	<u>\$ 300.1</u>	<u>\$ 61.5</u>	<u>\$ 404.0</u>

* Broadridge acquired the retirement plan custody and trust assets from TD Ameritrade Trust Company.

Rockall Technologies Limited (“Rockall”)

In May 2019, the Company completed the acquisition of Rockall, a provider of securities-based lending (“SBL”) and collateral management solutions for wealth management firms and commercial banks. The acquisition expanded Broadridge's core front-to-back office wealth capabilities, providing innovative SBL and collateral management technology solutions to help commercial banks manage risk and optimize clients' securities lending and financing needs. Rockall is included in our GTO reportable segment.

- The contingent consideration liability is payable over the next two years upon the achievement by the acquired business of certain revenue targets, and has a maximum potential pay-out of \$10.1 million upon the achievement in full of the defined financial targets by the acquired business.
- The fair value of the contingent consideration liability at June 30, 2021 is \$5.9 million.
- Goodwill is not tax deductible.
- Intangible assets acquired consist primarily of software technology and customer relationships, which are being amortized over a four-year life and six-year life, respectively.
- In fiscal year 2020, the Company settled deferred payment obligations totaling \$0.5 million.

RPM Technologies (“RPM”)

In June 2019, Broadridge acquired RPM, a provider of enterprise wealth management software solutions and services. The addition of RPM’s state-of-the-art technology platforms builds upon our Canadian wealth management business, providing a solution set for the retail banking sector with enhanced mutual fund and deposit manufacturing capabilities. RPM is included in our GTO reportable segment.

- Goodwill is partially tax deductible.
- Intangible assets acquired consist primarily of software technology and customer relationships, which are being amortized over a five-year life and seven-year life, respectively.
- In fiscal year 2020, the Company settled deferred payment obligations totaling \$40.9 million.

Retirement Plan Custody and Trust Assets from TD Ameritrade

In June 2019, Broadridge acquired the retirement plan custody and trust assets from TD Ameritrade Trust Company, a subsidiary of TD Ameritrade Holding Company. The acquisition expands Broadridge's suite of solutions for the growing qualified and non-qualified retirement plan services market and the support it provides for third-party administrators, financial advisors, record-keepers, banks, and brokers. This acquisition is included in our ICS reportable segment.

- Goodwill is tax deductible.
- Intangible assets acquired consist of customer relationships, which are being amortized over a seven-year life.

NOTE 7. FAIR VALUE OF FINANCIAL INSTRUMENTS

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

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

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

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

The following tables set forth the Company's financial assets and liabilities at June 30, 2021 and 2020, respectively, which are measured at fair value on a recurring basis during the period, segregated by level within the fair value hierarchy:

	Level 1	Level 2	Level 3	Total
	(in millions)			
Assets:				
Cash and cash equivalents:				
Money market funds (a)	\$ —	\$ —	\$ —	\$ —
Other current assets:				
Securities	0.7	—	—	0.7
Other non-current assets:				
Securities	120.6	—	—	120.6
Total assets as of June 30, 2021	<u>\$ 121.2</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 121.2</u>
Liabilities:				
Contingent consideration obligations	\$ —	\$ —	\$ 23.2	\$ 23.2
Total liabilities as of June 30, 2021	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 23.2</u>	<u>\$ 23.2</u>

	Level 1	Level 2	Level 3	Total
	(in millions)			
Assets:				
Cash and cash equivalents:				
Money market funds (a)	\$ 150.1	\$ —	\$ —	\$ 150.1
Other current assets:				
Securities	0.5	—	—	0.5
Other non-current assets:				
Securities	102.0	—	—	102.0
Total assets as of June 30, 2020	<u>\$ 252.7</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 252.7</u>
Liabilities:				
Contingent consideration obligations	\$ —	\$ —	\$ 33.1	\$ 33.1
Total liabilities as of June 30, 2020	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 33.1</u>	<u>\$ 33.1</u>

(a) Money market funds include money market deposit account balances of \$0.0 million and \$150.1 million as of June 30, 2021 and 2020, respectively.

In addition, the Company has non-marketable securities with a carrying amount of \$37.5 million as of June 30, 2021 and \$33.3 million as of June 30, 2020 that are classified as Level 2 financial assets and included as part of Other non-current assets.

The following table sets forth an analysis of changes during fiscal years 2021 and 2020 in Level 3 financial liabilities of the Company:

	June 30,	
	2021	2020
	(in millions)	
Beginning balance	\$ 33.1	\$ 28.4
Additional contingent consideration incurred	7.3	7.0
Net increase (decrease) in contingent consideration liability	(1.5)	1.0
Foreign currency impact	1.8	(0.7)
Payments	(17.5)	(2.6)
Ending balance	<u>\$ 23.2</u>	<u>\$ 33.1</u>

The Company did not incur any Level 3 fair value asset impairments during fiscal year 2021 or fiscal year 2020. Changes in economic conditions or model based valuation techniques may require the transfer of financial instruments between levels. The Company's policy is to record transfers between levels if any, as of the beginning of the fiscal year.

NOTE 8. LEASES

The Company's leases consist primarily of real estate leases in locations where the Company maintains operations, and are classified as operating leases.

The Company evaluates each lease and service arrangement at inception to determine if the arrangement is, or contains, a lease. A lease exists if the Company obtains substantially all of the economic benefits of and has the right to control the use of an asset for a period of time. The lease term begins on the commencement date, which is the date the Company takes possession of the leased property and also classifies the lease as either operating or finance, and may include options to extend or terminate the lease if exercise of the option to extend or terminate the lease is considered to be reasonably certain. The Company's options to extend or terminate a lease generally do not exceed five years. The lease term is used both to determine lease classification as an operating or finance lease and to calculate straight-line lease expense for operating leases. The weighted average remaining operating lease term as of June 30, 2021 was 8.9 years.

ROU assets represent the Company's right to use an underlying asset for the lease term while lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at commencement date based on the present value of fixed lease payments over the lease term. ROU assets also include prepaid lease payments and exclude lease incentives received. Certain leases require the Company to pay taxes, insurance, maintenance, and/or other operating expenses associated with the leased asset. Such amounts are not included in the measurement of the lease liability to the extent they are variable in nature (e.g. based on actual costs incurred). These variable lease costs are recognized as a variable lease expense when incurred. As the Company's leases do not provide an implicit rate, the Company uses its incremental borrowing rate to measure the lease liability and the associated ROU asset at commencement date. The incremental borrowing rate was determined based on the rate of interest that the Company would have to pay to borrow an amount equal to the lease payments on a collateralized basis over a similar term. The Company uses the unsecured borrowing rate and risk-adjusts that rate to approximate a collateralized rate. The weighted average discount rate used in measurement of the Company's operating lease liabilities as of June 30, 2021 was 2.9%.

Supplemental Balance Sheet Information

	June 30,	
	2021	2020
(in millions)		
Assets:		
Operating lease ROU assets (a)	\$ 262.0	\$ 292.6
Liabilities:		
Operating lease liabilities (a) - Current	\$ 40.2	\$ 35.3
Operating lease liabilities (a) - Non-current	263.1	288.3
Total Operating lease liabilities	<u>\$ 303.3</u>	<u>\$ 323.5</u>

(a) Operating lease assets are included within Other non-current assets, and operating lease liabilities are included within Payables and accrued expenses (current portion) and Other non-current liabilities (non-current portion) in the Company's Consolidated Balance Sheets as of June 30, 2021.

Components of Lease Cost (a)

	Years ended June 30,	
	2021	2020
	(in millions)	
Operating lease cost	\$ 53.4	\$ 40.9
Variable lease cost	\$ 25.8	\$ 24.4

(a) Lease cost is included within Cost of revenues and Selling, general and administrative expenses, dependent upon the nature and use of the ROU asset, in the Company's Consolidated Statements of Earnings.

Rent expense for all operating leases was \$49.0 million during the year ended June 30, 2019 (under Accounting Standards Codification ("ASC") 840 (Leases)).

Supplemental Cash Flow Information

	Years ended June 30,	
	2021	2020
	(in millions)	
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash outflows from operating leases	\$ 33.6	\$ 26.9
ROU assets obtained in exchange for operating lease liabilities	\$ 24.4	\$ 89.6

Maturity of Lease Liabilities under ASC 842 (Leases)

Future rental payments on leases with initial non-cancellable lease terms in excess of one year were due as follows at June 30, 2021:

Years Ending June 30,	Operating Leases
	(in millions)
2022	\$ 49.0
2023	46.6
2024	40.8
2025	34.4
2026	31.2
Thereafter	145.3
Total lease payments	347.3
Less: Discount Amount	44.1
Present value of operating lease liabilities	\$ 303.3

NOTE 9. PROPERTY, PLANT AND EQUIPMENT, NET

Property, plant and equipment at cost and Accumulated depreciation at June 30, 2021 and 2020 are as follows:

	June 30,	
	2021	2020
(in millions)		
Property, plant and equipment:		
Land and buildings	\$ 2.7	\$ 2.6
Equipment	310.4	269.1
Furniture, leaseholds and other	196.8	196.9
	<u>509.9</u>	<u>468.6</u>
Less: Accumulated depreciation	(332.7)	(307.0)
Property, plant and equipment, net	<u>\$ 177.2</u>	<u>\$ 161.6</u>

In fiscal years 2021 and 2020, Property, plant and equipment and Accumulated depreciation were each reduced by \$15.6 million and \$33.9 million, respectively, for asset retirements related to fully depreciated property, plant and equipment no longer in use.

Depreciation expense for Property, plant and equipment for the years ended June 30, 2021, 2020 and 2019 was as follows:

	Years ended June 30,		
	2021	2020	2019
(in millions)			
Depreciation expense for Property, plant and equipment	\$ 38.8	\$ 50.6	\$ 65.8

NOTE 10. GOODWILL AND INTANGIBLE ASSETS, NET

Changes in Goodwill for the fiscal years ended June 30, 2021 and 2020 are as follows:

	Investor Communication Solutions	Global Technology and Operations	Total
	(in millions)		
Goodwill, gross, at July 1, 2019	\$ 913.1	\$ 586.9	\$ 1,500.0
Additions	131.6	69.9	201.5
Foreign currency translation and other	(5.1)	(13.0)	(18.1)
Fair value adjustments (a)	(0.2)	(8.8)	(9.0)
Accumulated impairment losses	—	—	—
Goodwill, net, at June 30, 2020	<u>\$ 1,039.5</u>	<u>\$ 635.0</u>	<u>\$ 1,674.5</u>
Goodwill, gross, at June 30, 2020	\$ 1,039.5	\$ 635.0	\$ 1,674.5
Additions	—	1,958.2	1,958.2
Foreign currency translation and other	16.5	71.2	87.7
Fair value adjustments (a)	0.2	(0.5)	(0.4)
Accumulated impairment losses	—	—	—
Goodwill, net, at June 30, 2021	<u>\$ 1,056.1</u>	<u>\$ 2,664.0</u>	<u>\$ 3,720.1</u>

(a) Fair value adjustments includes adjustments to goodwill as part of finalization of the purchase price allocations.

Additions for the fiscal year ended June 30, 2021 include \$1,932.4 million and \$25.8 million, for the acquisition of Itiviti and AdvisorStream, respectively. Additions for the fiscal year ended June 30, 2020 include \$17.6 million, \$84.4 million, \$44.2 million and \$39.2 million for the acquisitions of Shadow Financial, Fi360, ClearStructure and FundsLibrary, respectively.

During fiscal years 2021, 2020 and 2019, the Company performed the required impairment tests of Goodwill and determined that there was no impairment. The Company also performs a sensitivity analysis under Step 1 of the goodwill impairment test assuming hypothetical reductions in the fair values of the reporting units. A 10% change in our estimates of projected future operating cash flows, discount rates, or terminal value growth rates, which are the most significant estimates used in our calculations of the fair values of the reporting units, would not result in an impairment of our goodwill.

Intangible assets at cost and accumulated amortization at June 30, 2021 and 2020 are as follows:

	June 30,					
	2021			2020		
	Original Cost	Accumulated Amortization	Intangible Assets, net	Original Cost	Accumulated Amortization	Intangible Assets, net
	(in millions)					
Software licenses	\$ 179.3	\$ (129.1)	\$ 50.2	\$ 137.9	\$ (115.7)	\$ 22.2
Acquired software technology	427.3	(149.6)	277.7	196.8	(109.7)	87.1
Customer contracts and lists	1,375.7	(373.1)	1,002.6	644.5	(274.2)	370.3
Acquired intellectual property	136.6	(118.0)	18.7	136.6	(90.9)	45.7
Other intangibles	117.9	(42.1)	75.8	92.3	(34.0)	58.3
	<u>\$ 2,236.8</u>	<u>\$ (811.8)</u>	<u>\$ 1,425.0</u>	<u>\$ 1,208.1</u>	<u>\$ (624.4)</u>	<u>\$ 583.8</u>

Other intangibles consist primarily of capitalized internal use software. All of the intangible assets have finite lives and as such, are subject to amortization.

The weighted-average remaining useful life of the intangible assets is as follows:

	Weighted-Average Remaining Useful Life (Years)
Acquired software technology	4.3
Software licenses	2.9
Customer contracts and lists	6.2
Acquired intellectual property	1.3
Other intangibles	3.0
Total weighted-average remaining useful life	5.5

Amortization of intangibles for the years ended June 30, 2021, 2020 and 2019 was as follows:

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
Amortization expense for intangible assets	\$ 182.3	\$ 146.1	\$ 106.8

Estimated remaining amortization expenses of the Company's existing intangible assets for the next five fiscal years and thereafter are as follows:

Years Ending June 30,	(in millions)
2022	\$ 298.1
2023	272.0
2024	248.8
2025	219.5
2026	197.0
Thereafter	189.6

NOTE 11. OTHER NON-CURRENT ASSETS

Other non-current assets consisted of the following:

	June 30,	
	2021	2020
	(in millions)	
Deferred client conversion and start-up costs	\$ 773.7	\$ 433.8
ROU assets (a)	262.0	292.6
Long-term investments	194.0	141.6
Deferred sales commissions costs	108.6	104.4
Contract assets (b)	89.8	81.9
Long-term broker fees	48.7	32.8
Deferred data center costs (c)	24.3	24.5
Other	35.0	30.2
Total	<u>\$ 1,536.2</u>	<u>\$ 1,141.9</u>

(a) ROU assets represent the Company's right to an underlying asset for the lease term. Please refer to Note 8, "Leases" for a further discussion.

(b) Contract assets result from revenue already recognized but not yet invoiced, including certain future amounts to be collected under software term licenses and certain other client contracts.

(c) Represents deferred data center costs associated with the Company's information technology services agreements with International Business Machines Corporation ("IBM"). Please refer to Note 18, "Contractual Commitments, Contingencies and Off-Balance Sheet Arrangements" for a further discussion.

The total amount of deferred client conversion and start-up costs and deferred sales commission costs amortized in Operating expenses for the fiscal year ended June 30, 2021 and 2020 was \$82.0 million and \$76.2 million, respectively.

NOTE 12. PAYABLES AND ACCRUED EXPENSES

Payables and accrued expenses consisted of the following:

	June 30,	
	2021	2020
	(in millions)	
Accounts payable	\$ 248.9	\$ 151.8
Employee compensation and benefits	343.7	260.4
Accrued broker fees	136.0	109.5
Accrued dividend payable	66.8	62.2
Business process outsourcing administration fees	66.1	59.4
Customer deposits	55.5	44.5
Accrued taxes	42.6	38.5
Operating lease liabilities	40.2	35.3
Other	102.9	68.6
Total	<u>\$ 1,102.7</u>	<u>\$ 829.9</u>

NOTE 13. BORROWINGS

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

	Expiration Date	Principal amount outstanding at June 30, 2021	Carrying value at June 30, 2021	Carrying value at June 30, 2020	Unused Available Capacity	Fair Value at June 30, 2021
(in millions)						
Current portion of long-term debt						
Fiscal 2014 Senior Notes	September 2020	\$ —	\$ —	\$ 399.9	\$ —	\$ —
Total		\$ —	\$ —	\$ 399.9	\$ —	\$ —
Long-term debt, excluding current portion						
Fiscal 2021 Revolving Credit Facility:						
U.S. dollar tranche	April 2026	\$ 20.0	\$ 20.0	\$ —	\$ 1,080.0	\$ 20.0
Multicurrency tranche	April 2026	94.4	94.4	149.8	305.6	94.4
Total Revolving Credit Facility		\$ 114.4	\$ 114.4	\$ 149.8	\$ 1,385.6	\$ 114.4
Fiscal 2021 Term Loans	May 2024	\$ 1,550.0	\$ 1,543.4	\$ —	\$ —	\$ 1,550.0
Fiscal 2016 Senior Notes	June 2026	\$ 500.0	\$ 496.7	\$ 496.1	\$ —	\$ 549.0
Fiscal 2020 Senior Notes	December 2029	750.0	742.5	741.7	—	791.3
Fiscal 2021 Senior Notes	May 2031	1,000.0	990.6	—	—	1,021.1
Total Senior Notes		\$ 2,250.0	\$ 2,229.8	\$ 1,237.8	\$ —	\$ 2,361.4
Total long-term debt		\$ 3,914.4	\$ 3,887.6	\$ 1,387.6	\$ 1,385.6	\$ 4,025.9
Total debt		\$ 3,914.4	\$ 3,887.6	\$ 1,787.5	\$ 1,385.6	\$ 4,025.9

Future principal payments on the Company's outstanding debt are as follows (in millions):

	2022	2023	2024	2025	2026	Thereafter	Total
Years ending June 30,	\$ —	\$ —	\$ 1,550.0	\$ —	\$ 614.4	\$ 1,750.0	\$ 3,914.4

Fiscal 2021 Revolving Credit Facility: In April 2021, the Company entered into an amended and restated \$1.5 billion five-year revolving credit facility (the "Fiscal 2021 Revolving Credit Facility"), which replaced the \$1.5 billion five-year revolving credit facility entered into during March 2019 (the "Fiscal 2019 Revolving Credit Facility") (together the "Revolving Credit Facilities"). The Fiscal 2021 Revolving Credit Facility is comprised of a \$1.1 billion U.S. dollar tranche and a \$400.0 million multicurrency tranche.

The weighted-average interest rate on the Revolving Credit Facilities was 1.20%, 2.59% and 3.26% for the fiscal years ended June 30, 2021, 2020 and 2019, respectively. The fair value of the variable-rate Fiscal 2021 Revolving Credit Facility borrowings at June 30, 2021 approximates carrying value and has been classified as a Level 2 financial liability (as defined in Note 7, "Fair Value of Financial Instruments").

Under the Fiscal 2021 Revolving Credit Facility, revolving loans denominated in U.S. Dollars, Canadian Dollars, Euro, Yen, and Swedish Kronor initially bear interest at LIBOR, CDOR, EURIBOR, TIBOR and STIBOR, respectively, plus 1.015% per annum (subject to step-ups to 1.175% and step-downs to 0.805% based on ratings) and revolving loans denominated in Sterling initially bear interest at SONIA plus 1.0476% per annum (subject to step-ups to 1.2076% and step-downs to 0.8376% based on ratings). The Fiscal 2021 Revolving Credit Facility also has an annual facility fee equal to 11.0 basis points on the entire facility (subject to step-ups to 20.0 basis points and step-downs to 7.0 basis points based on ratings). The Company may voluntarily prepay, in whole or in part and without premium or penalty, borrowings under the Fiscal 2021 Revolving Credit Facility in accordance with individual drawn loan maturities. The Fiscal 2021 Revolving Credit Facility is subject to certain

covenants, including a leverage ratio. At June 30, 2021, the Company is in compliance with all covenants of the Fiscal 2021 Revolving Credit Facility.

Fiscal 2021 Term Loans: In March 2021, the Company entered into a term credit agreement (“Term Credit Agreement”) providing for term loan commitments in an aggregate principal amount of \$2.55 billion, comprised of a \$1.0 billion tranche (“Tranche 1”) and a \$1.55 billion tranche (“Tranche 2,” together with Tranche 1, the “Fiscal 2021 Term Loans”). The Company borrowed the Fiscal 2021 Term Loans in May 2021 in order to finance the Itiviti acquisition. Once borrowed, amounts repaid or prepaid in respect of such Fiscal 2021 Term Loans may not be reborrowed. The Tranche 1 Loans was to mature on the date that is 18 months after the date on which the Fiscal 2021 Term Loans are borrowed (the “Funding Date”), but was repaid in full in May 2021 with proceeds from the Fiscal 2021 Senior Notes (as discussed further below). The Tranche 2 Loan will mature in May 2024 on the third anniversary of the Funding Date. The proceeds of the Fiscal 2021 Term Loans were used by the Company to solely finance the acquisition of Itiviti and pay certain fees and expenses in connection therewith. The Tranche 2 Loan bears interest at LIBOR plus 0.875% per annum (subject to step-ups to LIBOR plus 1.250% or a step-down to LIBOR plus 0.750% based on ratings).

The Company may voluntarily prepay, in whole or in part and without premium or penalty. In the event of receipt of cash proceeds by the Company or its subsidiaries from certain incurrences of indebtedness, certain equity issuances, and certain sales, transfers or other dispositions of assets, the Company will be required to prepay outstanding Loans, subject to certain limitations and qualifications as set forth in the Term Credit Agreement. The Term Credit Agreement is subject to certain covenants, including a leverage ratio. At June 30, 2021, the Company is in compliance with all covenants of the Fiscal 2021 Term Loans.

Fiscal 2014 Senior Notes: In August 2013, the Company completed an offering of \$400.0 million in aggregate principal amount of senior notes (the “Fiscal 2014 Senior Notes”), which bore interest at a rate of 3.95% per annum. On September 1, 2020 the Company repaid in full the \$400.0 million in Fiscal 2014 Senior Notes that were outstanding at their maturity date.

Fiscal 2016 Senior Notes: In June 2016, the Company completed an offering of \$500.0 million in aggregate principal amount of senior notes (the “Fiscal 2016 Senior Notes”). The Fiscal 2016 Senior Notes will mature on June 27, 2026 and bear interest at a rate of 3.40% per annum. Interest on the Fiscal 2016 Senior Notes is payable semi-annually in arrears on June 27 and December 27 of each year. The Fiscal 2016 Senior Notes were issued at a price of 99.589% (effective yield to maturity of 3.449%). The indenture governing the Fiscal 2016 Senior Notes contains certain covenants including covenants restricting the Company’s ability to create or incur liens securing indebtedness for borrowed money, to enter into certain sale-leaseback transactions, certain subsidiary indebtedness, and to engage in mergers or consolidations and transfer or lease all or substantially all of our assets. At June 30, 2021, the Company is in compliance with the covenants of the indenture governing the Fiscal 2016 Senior Notes. The indenture also contains covenants regarding the purchase of the Fiscal 2016 Senior Notes upon a change of control triggering event. The Company may redeem the Fiscal 2016 Senior Notes in whole or in part at any time before their maturity. The fair value of the fixed-rate Fiscal 2016 Senior Notes at June 30, 2021 and June 30, 2020 was \$549.0 million and \$554.3 million, respectively, based on quoted market prices and has been classified as a Level 1 financial liability (as defined in Note 7, “Fair Value of Financial Instruments”).

Fiscal 2020 Senior Notes: In December 2019, the Company completed an offering of \$750.0 million in aggregate principal amount of senior notes (the “Fiscal 2020 Senior Notes”). The Fiscal 2020 Senior Notes will mature on December 1, 2029 and bear interest at a rate of 2.90% per annum. Interest on the Fiscal 2020 Senior Notes is payable semi-annually in arrears on June 1 and December 1 of each year. The Fiscal 2020 Senior Notes were issued at a price of 99.717% (effective yield to maturity of 2.933%). The indenture governing the Fiscal 2020 Senior Notes contains certain covenants including covenants restricting the Company’s ability to create or incur liens securing indebtedness for borrowed money, to enter into certain sale-leaseback transactions, certain subsidiary indebtedness, and to engage in mergers or consolidations and transfer or lease all or substantially all of our assets. At June 30, 2021, the Company is in compliance with the covenants of the indenture governing the Fiscal 2020 Senior Notes. The indenture also contains covenants regarding the purchase of the Fiscal 2020 Senior Notes upon a change of control triggering event. The Company may redeem the Fiscal 2020 Senior Notes in whole or in part at any time before their maturity. The fair value of the fixed-rate Fiscal 2020 Senior Notes at June 30, 2021 and June 30, 2020 was \$791.3 million and \$803.6 million, respectively, based on quoted market prices and has been classified as a Level 1 financial liability (as defined in Note 7, “Fair Value of Financial Instruments”).

Fiscal 2021 Senior Notes: In May 2021, the Company completed an offering of \$1.0 billion in aggregate principal amount of senior notes (the “Fiscal 2021 Senior Notes”). The Fiscal 2021 Senior Notes will mature on May 1, 2031 and bear interest at a rate of 2.60% per annum. Interest on the Fiscal 2021 Senior Notes is payable semi-annually in arrears on May 1 and November 1 of each year. The Fiscal 2021 Senior Notes were issued at a price of 99.957% (effective yield to maturity of 2.605%). The indenture governing the Fiscal 2021 Senior Notes contains certain covenants including covenants restricting the Company’s ability to create or incur liens securing indebtedness for borrowed money, to enter into certain sale-leaseback transactions, certain subsidiary indebtedness, and to engage in mergers or consolidations and transfer or lease all or substantially all of our assets. At June 30, 2021, the Company is in compliance with the covenants of the indenture governing the Fiscal 2021 Senior Notes. The indenture also contains covenants regarding the purchase of the Fiscal 2021 Senior Notes upon a change of control triggering event. The Company may redeem the Fiscal 2021 Senior Notes in whole or in part at any time before their maturity. The fair value of the fixed-rate Fiscal 2021 Senior Notes at June 30, 2021 was \$1.02 billion, based on quoted market prices and has been classified as a Level 1 financial liability (as defined in Note 7, “Fair Value of Financial Instruments”).

The Fiscal 2019 Revolving Credit Facility, Fiscal 2021 Term Loans, Fiscal 2016 Senior Notes, Fiscal 2020 Senior Notes and Fiscal 2021 Senior Notes are senior unsecured obligations of the Company and are ranked equally in right of payment.

In addition, certain of the Company’s subsidiaries established unsecured, uncommitted lines of credit with banks. As of June 30, 2021 and 2020, respectively, there were no outstanding borrowings under these lines of credit.

NOTE 14. OTHER NON-CURRENT LIABILITIES

Other non-current liabilities consisted of the following:

	June 30,	
	2021	2020
	(in millions)	
Operating lease liabilities	\$ 263.1	\$ 288.3
Post-employment retirement obligations	162.8	144.3
Non-current income taxes	48.2	37.4
Acquisition related contingencies	15.1	17.6
Other	48.0	24.8
Total	\$ 537.2	\$ 512.4

NOTE 15. STOCK-BASED COMPENSATION

Incentive Equity Awards. The Broadridge Financial Solutions, Inc. 2007 Omnibus Award Plan (the “2007 Plan”) and 2018 Omnibus Award Plan (the “2018 Plan”) provide for the granting of incentive stock options, non-qualified stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock awards, stock bonuses and performance compensation awards to employees, non-employee directors, and other key individuals who perform services for the Company. The 2018 Plan was approved by shareholders in November 2018 and replaced the 2007 Plan. The accounting for stock-based compensation requires the measurement of stock-based compensation expense to be recognized in the Consolidated Statements of Earnings based on the fair value of the award on the date of grant. In accordance with the 2007 Plan and 2018 Plan, the Company’s stock-based compensation consists of the following:

Stock Options: Stock options are granted to employees at exercise prices equal to the fair market value of the Company’s common stock on the dates of grant. Stock options are generally issued under a graded vesting schedule, meaning that they vest ratably over four years, and have a term of 10 years. A portion of the stock options granted in fiscal year 2018 have a cliff vesting schedule meaning that they fully vest in four years from the grant date and have a term of 10 years. Compensation expense for stock options under a graded vesting schedule is recognized over the requisite service period for each separately vesting portion of the stock option award. Compensation expense for stock options under a cliff vesting schedule is recognized equally over the vesting period of four years with 25 percent of the cost recognized over each 12 months period net of estimated forfeitures.

Time-based Restricted Stock Units: The Company has a time-based restricted stock unit (“RSU”) program under which RSUs representing the right to receive one share of the Company’s common stock for each vested RSU granted. Time-based RSUs typically vest two and one-half years from the date of grant. The Company records stock compensation expense for time-based RSUs net of estimated forfeitures on a straight-line basis over the vesting period.

Performance-based Restricted Stock Units: The Company has a performance-based RSU program under which RSUs representing the right to receive one share of the Company's common stock for each vested RSU granted. RSUs vest upon the achievement by the Company of specific performance metrics. The Company records stock compensation expense for performance-based RSUs net of estimated forfeitures on a straight-line basis over the performance period, plus a subsequent vesting period, which typically totals approximately two and one-half years from the date of grant.

The activity related to the Company's incentive equity awards for the fiscal years ended June 30, 2021, 2020 and 2019 consisted of the following:

	Stock Options		Time-based RSUs		Performance-based RSUs	
	Number of Options	Weighted Average Exercise Price	Number of Shares	Weighted Average Grant-Date Fair Value	Number of Shares	Weighted Average Grant-Date Fair Value
Balances at June 30, 2018	4,478,288	\$ 55.69	982,399	\$ 67.72	395,689	\$ 74.29
Granted	528,978	98.72	360,147	121.11	133,213	116.53
Exercised (a)	(784,372)	39.94	—	—	—	—
Vesting of RSUs (b)	—	—	(430,270)	63.97	(198,420)	64.50
Expired/forfeited	(21,280)	94.14	(92,977)	76.57	(4,705)	80.57
Balances at June 30, 2019	4,201,614	\$ 63.85	819,299	\$ 92.15	325,777	\$ 97.43
Granted	501,192	117.43	340,006	118.74	110,260	120.09
Exercised (a)	(905,231)	46.47	—	—	—	—
Vesting of RSUs (b)	—	—	(408,716)	78.76	(176,900)	77.19
Expired/forfeited	(26,788)	88.01	(50,591)	113.07	(7,541)	80.24
Balances at June 30, 2020	3,770,787	\$ 74.97	699,998	\$ 111.37	251,596	\$ 122.11
Granted	359,464	147.97	382,340	132.21	141,838	126.96
Exercised (a)	(756,915)	46.26	—	—	—	—
Vesting of RSUs (b)	—	—	(272,131)	122.92	(122,146)	119.15
Expired/forfeited	(169,654)	105.40	(48,870)	121.32	(23,708)	122.76
Balances at June 30, 2021 (c)	<u>3,203,682</u>	\$ 88.33	<u>761,337</u>	\$ 117.07	<u>247,580</u>	\$ 126.29

- (a) Stock options exercised during the fiscal years ended June 30, 2021, 2020 and 2019 had intrinsic values of \$70.8 million, \$68.9 million and \$65.8 million, respectively.
- (b) Time-based RSUs that vested during the fiscal years ended June 30, 2021, 2020 and 2019 had a total fair value of \$42.1 million, \$38.4 million and \$45.4 million, respectively. Performance-based RSUs that vested during the fiscal years ended June 30, 2021, 2020 and 2019 had a total fair value of \$18.7 million, \$16.5 million and \$21.7 million, respectively.
- (c) As of June 30, 2021, the Company's outstanding stock options using the fiscal year-end share price of \$161.53 had an aggregate intrinsic value of \$234.5 million. As of June 30, 2021, the Company's outstanding "in the money" vested stock options using the fiscal year-end share price of \$161.53 had an aggregate intrinsic value of \$160.9 million. As of June 30, 2021, time-based RSUs and performance-based RSUs expected to vest using the fiscal year-end share price of \$161.53 had an aggregate intrinsic value of \$116.6 million and \$37.6 million, respectively. Performance-based RSUs granted in the table above represent initial target awards, and performance adjustments for (i) change in shares issued based upon attainment of performance goals determined in the period, and (ii) estimated change in shares issued resulting from attainment of performance goals to be determined at the end of the prospective performance period.

The tables below summarize information regarding the Company's outstanding and exercisable stock options as of June 30, 2021:

Outstanding Options				
Range of Exercise Prices	Options Outstanding	Weighted Average Remaining Contractual Term (in years)	Weighted Average Exercise Price Per Share	Aggregate Intrinsic Value (in millions) (a)
\$0.01 to \$35.00	96,842	1.22	\$ 22.07	
\$35.01 to \$50.00	299,488	2.67	\$ 37.85	
\$50.01 to \$65.00	444,404	4.16	\$ 52.73	
\$65.01 to \$80.00	237,848	5.51	\$ 67.32	
\$80.01 to \$95.00	895,675	6.46	\$ 93.34	
\$95.01 to \$110.00	453,977	7.48	\$ 98.73	
\$110.01 to \$125.00	428,431	8.47	\$ 117.45	
\$140.01 to \$148.07	347,017	9.60	\$ 147.97	
	<u>3,203,682</u>	6.31	\$ 88.33	\$ 234.5

Exercisable Options				
Range of Exercise Prices	Options Exercisable	Weighted Average Remaining Contractual Term (in years)	Weighted Average Exercise Price Per Share	Aggregate Intrinsic Value (in millions) (a)
\$0.01 to \$35.00	96,842	1.22	\$ 22.07	
\$35.01 to \$50.00	299,488	2.67	\$ 37.85	
\$50.01 to \$65.00	444,404	4.16	\$ 52.73	
\$65.01 to \$80.00	237,848	5.51	\$ 67.32	
\$80.01 to \$95.00	289,393	6.43	\$ 93.26	
\$95.01 to \$110.00	228,161	7.48	\$ 99.14	
\$110.01 to \$125.00	118,472	8.34	\$ 117.72	
\$140.01 to \$148.07	24,501	9.39	\$ 146.60	
	<u>1,739,109</u>	5.10	\$ 69.04	\$ 160.9

(a) Calculated using the closing stock price on the last trading day of fiscal year 2021 of \$161.53, less the option exercise price, multiplied by the number of instruments.

Stock-based compensation expense of \$58.6 million, \$60.8 million, and \$58.4 million was recognized in the Consolidated Statements of Earnings for the fiscal years ended June 30, 2021, 2020 and 2019, respectively, as well as related tax benefits of \$13.0 million, \$13.5 million, and \$13.5 million, respectively.

As of June 30, 2021, the total remaining unrecognized compensation cost related to non-vested stock options and RSU awards amounted to \$12.5 million and \$54.4 million, respectively, which will be amortized over the weighted-average remaining requisite service periods of 1.8 years and 1.6 years, respectively.

In April 2013, the Company began reissuing treasury stock to satisfy stock option exercises and issuances under the Company's RSU awards. From time to time, the Company may repurchase shares of its common stock under its authorized share repurchase programs. The Company did not repurchase shares in fiscal year 2021 under our share repurchase program as compared to 0.4 million shares repurchased in fiscal year 2020, which excludes shares withheld by the Company to cover payroll taxes on the vesting of RSU awards, which are also accounted for as treasury stock. The Company considers several factors in determining when to execute share repurchases, including, among other things, actual and potential acquisition activity, cash balances and cash flows, issuances due to employee benefit plan activity, and market conditions.

The following table presents the assumptions used to determine the fair values of the stock option grants using the Binomial options pricing model during the fiscal years ended June 30, 2021, 2020 and 2019:

	Years ended June 30,		
	2021	2020	2019
Graded Vesting			
Risk-free interest rate	0.6 %	1.5 %	2.5 %
Dividend yield	1.6 %	1.8 %	2.0 %
Weighted-average volatility factor	27.0 %	23.0 %	26.0 %
Weighted-average expected life (in years)	5.7	5.7	5.9
Weighted-average fair value (in dollars)	\$ 30.98	\$ 21.49	\$ 22.12

NOTE 16. EMPLOYEE BENEFIT PLANS

A. Defined Contribution Savings Plans. The Company sponsors a 401(k) savings plan covering eligible U.S. employees of the Company. This plan provides a base contribution plus Company matching contributions on a portion of employee contributions.

An Executive Retirement and Savings Plan (the “ERSP”) was adopted effective January 1, 2015 for those executives who are not participants in the Broadridge SORP or Broadridge SERP (defined below). The ERSP is a defined contribution plan that allows eligible full-time U.S. employees to defer compensation until a later date and the Company will match a portion of the deferred compensation above the qualified defined contribution compensation and deferral limitations.

The costs recorded by the Company for these plans were:

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
401(k) savings plan	\$ 39.0	\$ 42.6	\$ 35.5
ERSP	2.7	2.5	2.3
Total	\$ 41.6	\$ 45.1	\$ 37.8

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

The SORP and SERP are effectively funded with assets held in a Rabbi Trust. The assets invested in the Rabbi Trust are to be used in part to fund benefit payments to participants under the terms of the plans. The Rabbi Trust is irrevocable and no portion of the trust funds may be used for any purpose other than the delivery of those assets to the participants, except that assets held in the Rabbi Trust would be subject to the claims of the Company’s general creditors in the event of bankruptcy or insolvency of the Company. The SORP and SERP are nonqualified plans for federal tax purposes and for purposes of Title I of ERISA. The Rabbi Trust assets had a value of \$62.6 million at June 30, 2021 and \$54.5 million at June 30, 2020 and are included in Other non-current assets in the accompanying Consolidated Balance Sheets.

The amounts charged to expense by the Company for these plans were:

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
SORP	\$ 5.6	\$ 4.8	\$ 3.9
SERP	0.5	0.4	0.5
Total	\$ 6.1	\$ 5.2	\$ 4.4

The benefit obligation to the Company under these plans at June 30, 2021, 2020 and 2019 was:

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
SORP	\$ 59.5	\$ 53.8	\$ 45.5
SERP	6.4	6.0	5.4
Total	\$ 65.9	\$ 59.8	\$ 50.8

C. Other Post-retirement Benefit Plan. The Company sponsors an Executive Retiree Health Insurance Plan. It is a post-retirement benefit plan pursuant to which the Company helps defray the health care costs of certain eligible key executive retirees and qualifying dependents, based upon the retirees' age and years of service, until they reach the age of 65. The plan is currently unfunded.

The amounts charged to expense by the Company for this plan were:

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
Executive Retiree Health Insurance Plan	\$ 0.3	\$ 0.5	\$ 0.5

The benefit obligation to the Company under this plan at June 30, 2021, 2020 and 2019 was:

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
Executive Retiree Health Insurance Plan	\$ 3.7	\$ 4.5	\$ 5.2

D. Other Post-employment Benefit Obligations. The Company sponsors certain non-US benefits-related plans covering certain eligible international employees who are eligible under the terms of their employment in their respective countries. These plans are generally unfunded.

The amounts charged to expense by the Company for these plans were in fiscal years 2021, 2020 and 2019 was:

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
Other Non-U.S. Benefits-Related Plans	\$ 1.8	\$ 1.0	\$ 1.3

The benefit obligation to the Company under these plans at June 30, 2021, 2020 and 2019 was:

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
Other Non-U.S. Benefits-Related Plans	\$ 9.1	\$ 6.4	\$ 5.8

NOTE 17. INCOME TAXES

Earnings before income taxes shown below are based on the geographic location to which such earnings are attributable.

	Years Ended June 30,		
	2021	2020	2019
	(in millions)		
Earnings before income taxes:			
U.S.	\$ 604.4	\$ 492.4	\$ 526.4
Foreign	91.8	87.2	80.8
Total	<u>\$ 696.2</u>	<u>\$ 579.5</u>	<u>\$ 607.3</u>

The Provision for income taxes consists of the following components:

	Years Ended June 30,		
	2021	2020	2019
	(in millions)		
Current:			
U.S. Domestic	\$ 51.2	\$ 46.7	\$ 88.8
Foreign	34.9	33.1	24.7
State	10.5	8.3	15.1
Total current	<u>96.7</u>	<u>88.1</u>	<u>128.7</u>
Deferred:			
U.S. Domestic	55.3	33.1	2.2
Foreign	(9.5)	(10.7)	(2.8)
State	6.2	6.5	(2.9)
Total deferred	<u>52.0</u>	<u>29.0</u>	<u>(3.5)</u>
Total Provision for income taxes	<u>\$ 148.7</u>	<u>\$ 117.0</u>	<u>\$ 125.2</u>

	Years Ended June 30,					
	2021	%	2020	%	2019	%
	(in millions)					
Provision for income taxes at U.S. statutory rate	\$ 146.2	21.0	\$ 121.7	21.0	\$ 127.5	21.0
Increase (decrease) in Provision for income taxes from:						
State taxes, net of federal tax	15.2	2.2	11.3	1.9	12.0	2.0
Foreign tax differential	4.8	0.7	3.2	0.6	3.8	0.6
Valuation allowances	1.0	0.1	2.4	0.4	0.4	0.1
Stock-based compensation - excess tax benefits ("ETB")	(16.9)	(2.4)	(15.6)	(2.7)	(19.3)	(3.2)
Tax Act Items	—	—	—	—	(0.5)	(0.1)
Other	(1.6)	(0.2)	(5.9)	(1.0)	1.3	0.2
Total Provision for income taxes	<u>\$ 148.7</u>	<u>21.4</u>	<u>\$ 117.0</u>	<u>20.2</u>	<u>\$ 125.2</u>	<u>20.6</u>

The Provision for income taxes and effective tax rates for the fiscal year ended June 30, 2021 were \$148.7 million and 21.4%, compared to \$117.0 million and 20.2%, for the fiscal year ended June 30, 2020, respectively. The increase in the effective tax rate for the fiscal year ended June 30, 2021 compared to the fiscal year ended June 30, 2020 was primarily driven by lower discrete benefits, partially offset by higher ETB of \$16.9 million for the fiscal year ended June 30, 2021 compared to \$15.6 million for the fiscal year ended June 30, 2020.

The Provision for income taxes and effective tax rates for the fiscal year ended June 30, 2020 were \$117.0 million and 20.2%, compared to \$125.2 million and 20.6%, for the fiscal year ended June 30, 2019, respectively. The decrease in the effective tax rate for the fiscal year ended June 30, 2020 compared to the fiscal year ended June 30, 2019 was primarily driven by higher discrete benefits, partially offset by lower ETB of \$15.6 million for the fiscal year ended June 30, 2020 compared to \$19.3 million for the fiscal year ended June 30, 2019.

As of June 30, 2021, the Company had approximately \$727.8 million of accumulated earnings and profits attributable to foreign subsidiaries. The Company considers \$436.8 million of accumulated earnings attributable to foreign subsidiaries to be permanently reinvested outside the U.S. and has not determined the cost to repatriate such earnings since it is not practicable to calculate the amount of income taxes payable in the event all such foreign earnings are repatriated. The Company does not consider the remaining \$291.0 million of accumulated earnings to be permanently reinvested outside the U.S. The Company has accrued approximately \$16.3 million of foreign income and withholding taxes, state income taxes, and tax on exchange gain attributable to such earnings.

Deferred income taxes reflect the net tax effects of temporary differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when such differences are expected to reverse. Significant components of the Company's deferred tax assets and liabilities at June 30, 2021 and 2020 were as follows:

	June 30,	
	2021	2020
	(in millions)	
Classification:		
Long-term deferred tax assets (included in Other non-current assets)	\$ 5.9	\$ 2.6
Long-term deferred tax liabilities	(400.7)	(126.8)
Net deferred tax liabilities	<u>\$ (394.8)</u>	<u>\$ (124.2)</u>
Components:		
Deferred tax assets:		
Accrued expenses not currently deductible	\$ 8.2	\$ 3.1
Compensation and benefits not currently deductible	64.7	59.1
Net operating and capital losses	33.6	16.4
Tax credits	11.2	7.7
Other	15.8	9.1
Total deferred tax assets	<u>133.4</u>	<u>95.5</u>
Less: Valuation allowances	<u>(10.5)</u>	<u>(6.7)</u>
Deferred tax assets, net	<u>123.0</u>	<u>88.8</u>
Deferred tax liabilities:		
Goodwill and identifiable intangibles	319.1	112.8
Depreciation	29.0	17.3
Net deferred expenses	142.5	66.5
Unremitted earnings	16.3	9.5
Other	10.9	7.0
Deferred tax liabilities	<u>517.8</u>	<u>213.0</u>
Net deferred tax liabilities	<u>\$ (394.8)</u>	<u>\$ (124.2)</u>

The Company has estimated foreign net operating loss carryforwards of approximately \$63.0 million as of June 30, 2021 of which \$7.9 million are subject to expiration in the June 30, 2022 through June 30, 2041 period, and of which \$55.1 million has an indefinite utilization period. In addition, the Company has estimated U.S. federal net operating loss carryforwards of approximately \$43.5 million of which \$24.4 million are subject to expiration in the June 30, 2022 through June 30, 2037 period with the balance of \$19.1 million having an indefinite utilization period.

Valuation allowances are recognized to reduce deferred tax assets when it is more likely than not that the Company will not be able to utilize the deferred tax assets of certain subsidiaries to offset future taxable earnings. The Company has recorded valuation allowances of \$10.5 million and \$6.7 million at June 30, 2021 and 2020, respectively. The determination as to whether a deferred tax asset will be recognized is made on a jurisdictional basis and is based on the evaluation of historical taxable income or loss, projected future taxable income, carryforward periods, scheduled reversals of deferred tax liabilities and tax planning strategies. Projected future taxable income is based on expected results and assumptions as to the jurisdiction in which the income will be earned. The assumptions used to project future taxable income require significant judgment and are consistent with the plans and estimates used to manage the underlying businesses.

In the next twelve months, the Company does not expect a material change to its net reserve balance for unrecognized tax benefits.

The following table summarizes the activity related to the Company's gross unrecognized tax positions:

	Fiscal Year Ended June 30,		
	2021	2020	2019
	(in millions)		
Beginning balance	\$ 37.1	\$ 40.2	\$ 22.8
Gross increase related to prior period tax positions	12.2	0.5	17.3
Gross increase related to current period tax positions	4.3	5.9	2.8
Gross decrease related to prior period tax positions	(2.9)	(9.5)	(2.6)
Ending balance	<u>\$ 50.7</u>	<u>\$ 37.1</u>	<u>\$ 40.2</u>

As of June 30, 2021, 2020 and 2019, the net reserve for unrecognized tax positions recorded by the Company that is included in the preceding table of gross unrecognized tax positions was \$47.5 million, \$33.8 million, and \$33.4 million, respectively, and if reversed in full, would favorably affect the effective tax rate by these amounts, respectively.

The \$2.9 million, \$9.5 million, and \$2.6 million gross decreases in fiscal years 2021, 2020 and 2019, respectively, for prior period tax positions related to certain tax audit settlements and certain state, federal and foreign statute of limitation expirations.

During the fiscal year ended June 30, 2021, the Company adjusted accrued interest by approximately less than \$0.1 million and recognized a total liability for interest on unrecognized tax positions of \$3.6 million; in the fiscal year ended June 30, 2020, the Company adjusted accrued interest by less than 0.1 million and recognized a total liability for interest on unrecognized tax positions of \$3.6 million; in the fiscal year ended June 30, 2019, the Company adjusted accrued interest by approximately \$(0.1) million and recognized a total liability for interest on unrecognized tax positions of \$3.6 million.

The Company is regularly subject to examination of its income tax returns by U.S. Federal, state and foreign income tax authorities. The tax years that are currently open and could be subject to income tax audits for U.S. federal and most state and local jurisdictions are fiscal years ending June 30, 2013 through June 30, 2021, and for Canadian operations that could be subject to audit in Canada, fiscal years ending June 30, 2015 through June 30, 2021. A change in the assessment of the outcomes of such matters could materially impact our Consolidated Financial Statements.

NOTE 18. CONTRACTUAL COMMITMENTS, CONTINGENCIES, AND OFF-BALANCE SHEET ARRANGEMENTS

Data Center Agreements

In March 2010, the Company and IBM entered into an Information Technology Services Agreement (the “IT Services Agreement”), under which IBM provided certain aspects of the Company’s information technology infrastructure. Under the IT Services Agreement, IBM provided a broad range of technology services to the Company including supporting its mainframe, midrange, network and data center operations, as well as providing disaster recovery services. The migration of data center processing to IBM was completed in August 2012. The IT Services Agreement would have expired on June 30, 2022, but a two-year extension was signed in March 2015, amending the expiration date to June 30, 2024. In December 2019, the Company and IBM amended and restated the IT Services Agreement (the “Amended IT Services Agreement”), which now expires on June 30, 2027. The Company has the option of incorporating additional services into the Amended IT Services Agreement over time. The Company may renew the term of the Amended IT Services Agreement for up to one additional 12-month period. Fixed minimum commitments remaining under the Amended IT Services Agreement at June 30, 2021 are \$208.9 million through fiscal year 2027, the final year of the Amended IT Services Agreement.

In December 2019, the Company and IBM entered into an information technology agreement for private cloud services (the “IBM Private Cloud Agreement”) under which IBM will operate, manage and support the Company’s private cloud global distributed platforms and products, and operate and manage certain Company networks. The IBM Private Cloud Agreement has an initial term of approximately 10 years and three months, expiring on March 31, 2030. As a result of the IBM Private Cloud Agreement, the Company transferred certain of its employees in April 2020 to IBM and its affiliates, and such transferred employees are expected to continue providing services to the Company on behalf of IBM under the IBM Private Cloud Agreement. Pursuant to the IBM Private Cloud Agreement, the Company agreed to transfer the ownership of certain Company-owned hardware (the “Hardware”) located at Company facilities worldwide to IBM. As of June 30, 2020, the Hardware was classified as assets held for sale with a carrying amount of \$18.0 million and was included in the Company’s Other current assets line item on the Consolidated Balance Sheets. The transfer of the Hardware and Maintenance Contracts to IBM closed on September 30, 2020 for a selling price of \$18.0 million. Fixed minimum commitments remaining under the IBM Private Cloud Agreement at June 30, 2021 are \$207.0 million through March 31, 2030, the final year of the contract.

In March 2014, the Company and IBM United Kingdom Limited (“IBM UK”) entered into an Information Technology Services Agreement (the “EU IT Services Agreement”), under which IBM UK provides data center services supporting the Company’s technology outsourcing services for certain clients in Europe and Asia. The EU IT Services Agreement would have expired in October 2023. In December 2019, the Company amended the existing EU IT Services Agreement whereby the Company will migrate from the existing dedicated on-premise solution to a managed Broadridge private cloud environment provided by IBM, as well as extended the term of the EU IT Services Agreement to June 2029 (the “Amended EU IT Services Agreement”). The Company has the right to renew the term of the Amended EU IT Services Agreement for up to one additional 12-month period or one additional 24-month period. Fixed minimum commitments remaining under the Amended EU IT Services Agreement at June 30, 2021 are \$30.8 million through fiscal year 2029, the final year of the contract.

The total annual expenses related to these IBM agreements and certain other data center arrangements was \$176.7 million, \$118.7 million, and \$106.1 million, for the fiscal years ended June 30, 2021, 2020 and 2019, respectively.

The following table summarizes the capitalized costs related to data center agreements as of June 30, 2021:

	Amended IT Services Agreement	Amended EU IT Services Agreement	Total
	(in millions)		
Capitalized costs, beginning balance	\$ 62.6	\$ 6.3	\$ 68.9
Capitalized costs incurred	0.2	1.7	1.9
Impact of foreign currency exchange	—	0.9	0.9
Total capitalized costs, ending balance	62.8	9.0	71.8
Total accumulated amortization	(43.3)	(5.5)	(48.8)
Net Deferred IBM Costs	\$ 19.4	\$ 3.5	\$ 23.0

The following table summarizes the respective total annual amortization expense of capitalized costs related to data center agreements:

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
Amended IT Services Agreement	\$ 3.2	\$ 4.2	\$ 5.3
Amended EU IT Services Agreement	1.2	1.8	0.5
Total expenses	\$ 4.5	\$ 6.1	\$ 5.8

Investments

The Company has an equity method investment that is a variable interest in a variable interest entity, the Company is not the primary beneficiary and therefore does not consolidate the investee. The Company's potential maximum loss exposure related to this unconsolidated investment totaled \$25.3 million as of June 30, 2021, which represents the carrying value of the Company's investment and is recorded in Other non-current assets in the Company's Consolidated Balance Sheets. In addition, as of June 30, 2021, the Company has a future commitment to fund this investee for up to an additional \$7.0 million if certain future funding milestones are met. Additional funding provided by the Company to the investee as a result of meeting the future funding milestones would increase the Company's corresponding potential maximum loss exposure by that amount.

In addition, as of June 30, 2021, the Company also has a future commitment to fund \$2.0 million to one of the Company's other investees.

Contractual Obligations

The Company has obligations under the Amended IT Services Agreement, the Amended EU IT Services Agreement, the IBM Private Cloud Agreement, software license agreements including hosted software arrangements, and software and hardware maintenance and support agreements.

The following table summarizes the total expenses related to these agreements:

	Years ended June 30,		
	2021	2020	2019
	(in millions)		
Data center expenses	\$ 176.7	\$ 118.7	\$ 106.1
Software license agreements	91.2	57.0	37.3
Software/hardware maintenance agreements	77.5	72.1	65.0
Total expenses	\$ 345.4	\$ 247.9	\$ 208.4

The future minimum commitments at June 30, 2021 for the aforementioned Amended IT Services Agreement, the Amended EU IT Services Agreement, the IBM Private Cloud Agreement, software license agreements including hosted software arrangements, and software and hardware maintenance and support agreements are as follows:

<u>Years Ending June 30,</u>	<u>(in millions)</u>
2022	\$ 120.2
2023	111.7
2024	84.3
2025	67.3
2026	54.5
Thereafter	113.7
Total	<u>\$ 551.7</u>

Other

It is not the Company's business practice to enter into off-balance sheet arrangements. However, the Company is exposed to market risk from changes in foreign currency exchange rates that could impact its financial position, results of operations, and cash flows. The Company manages its exposure to these market risks through its regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. The Company was not a party to any outstanding derivative financial instruments at June 30, 2021 or June 30, 2020. In connection with the acquisition of Itiviti in March 2021 the Company entered into two derivative instruments designed to mitigate the Company's exposure to the impact of (i) changes in foreign exchange rates on the acquisition of Itiviti purchase consideration, and (ii) changes in interest rates on the Fiscal 2021 Senior Notes.

The Company executed a forward foreign exchange derivative instrument ("Forward") with an aggregate notional amount of EUR 1.955 billion. The Forward acted as an economic hedge against the impact of changes in the Euro on the Company's purchase consideration for the acquisition of Itiviti. The Company recorded changes in fair value of the Forward as part of Other non-operating income (expenses), net in the Consolidated Statement of Earnings. In May 2021, the Company settled the Forward derivative for a cumulative pre-tax gain of \$66.7 million.

Also, the Company executed a forward treasury lock agreement ("Treasury Lock"), designated as a cash flow hedge, in the aggregate notional amount of \$1.0 billion to manage exposure to fluctuations in the benchmark interest rate associated with the Fiscal 2021 Senior Notes, which were used to pay down a portion of the Term Credit Agreement associated with the Itiviti acquisition. Accordingly, changes in the fair value of the Treasury Lock were recorded as part of Other comprehensive income (loss), net each period up to when the Treasury Lock was settled. In May 2021, the Treasury Lock was settled for a pre-tax loss of \$11.0 million, after which the final settlement loss will be reclassified into Interest expense, net ratably over the ten year term of the Fiscal 2021 Senior Notes. The expected amount of the existing loss that would be reclassified into earnings before income taxes within the next twelve months is approximately \$1.1 million.

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

The Company's business process outsourcing and mutual fund processing services are performed by Broadridge Business Process Outsourcing, LLC ("BBPO"), an indirect subsidiary, which is a broker-dealer registered with the Securities and Exchange Commission and a member of the Financial Industry Regulatory Authority, Inc. ("FINRA"). Although BBPO's FINRA membership agreement allows it to engage in clearing and the retailing of corporate securities in addition to mutual fund retailing on a wire order basis, BBPO does not clear customer transactions, process any retail business or carry customer accounts. As a registered broker-dealer and member of FINRA, BBPO is subject to the Uniform Net Capital Rule 15c3-1 of the Securities Exchange Act of 1934, as amended, which requires BBPO to maintain a minimum net capital amount. At June 30, 2021, BBPO was in compliance with this net capital requirement.

BBPO, as a "Managing Clearing Member" of the Options Clearing Corporation (the "OCC"), is also subject to OCC Rule 309(b) with respect to the business process outsourcing services that it provides to other OCC "Managed Clearing Member" broker-dealers. OCC Rule 309(b) requires BBPO to maintain a minimum net capital amount. At June 30, 2021, BBPO was in compliance with this net capital requirement.

In addition, Matrix Trust Company (“Matrix Trust”), a subsidiary of the Company, is a Colorado State non-depository trust company and National Securities Clearing Corporation trust member, whose primary business is to provide cash agent, custodial and directed trustee services to institutional customers, and investment management services to collective investment trust funds. As a result, Matrix Trust is subject to various regulatory capital requirements administered by the Colorado Division of Banking and the Arizona Department of Financial Institutions, as well as the National Securities Clearing Corporation. Specific capital requirements that involve quantitative measures of assets, liabilities, and certain off-balance sheet items, when applicable, must be met. At June 30, 2021, Matrix Trust was in compliance with its capital requirements.

NOTE 19. CHANGES IN ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS) BY COMPONENT

The following tables summarize the changes in the accumulated balances for each component of accumulated other comprehensive income/(loss):

	Foreign Currency Translation	Securities	Pension and Post- Retirement Liabilities	Cash Flow Hedge	Total
	(in millions)				
Balances at June 30, 2018	\$ (43.2)	\$ (0.4)	\$ (8.3)	\$ —	\$ (51.9)
Cumulative effect of changes in accounting principle (a)	—	0.4	(1.9)	—	(1.5)
Other comprehensive income (loss) before reclassifications	(15.0)	—	(3.6)	—	(18.7)
Amounts reclassified from accumulated other comprehensive income/(loss)	—	—	0.9	—	0.9
Balances at June 30, 2019	\$ (58.3)	\$ —	\$ (12.9)	\$ —	\$ (71.2)
Other comprehensive income (loss) before reclassifications	(26.4)	—	(4.2)	—	(30.7)
Amounts reclassified from accumulated other comprehensive income/(loss)	—	—	1.5	—	1.5
Balances at June 30, 2020	\$ (84.7)	\$ —	\$ (15.7)	\$ —	\$ (100.4)
Other comprehensive income (loss) before reclassifications	117.6	—	(2.1)	(8.3)	107.2
Amounts reclassified from accumulated other comprehensive income/(loss)	—	—	2.4	0.1	2.5
Balances at June 30, 2021	<u>\$ 32.9</u>	<u>\$ —</u>	<u>\$ (15.4)</u>	<u>\$ (8.2)</u>	<u>\$ 9.2</u>

(a) Reflects the adoption of accounting standards as described in Note 2, “Summary of Significant Accounting Policies.”

NOTE 20. FINANCIAL DATA BY SEGMENT

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

The primary components of “Other” are certain gains, losses, corporate overhead expenses and non-operating expenses that have not been allocated to the reportable segments, such as interest expense. Foreign currency exchange is a reconciling item between the actual foreign currency exchange rates and the constant foreign currency exchange rates used for internal management reporting.

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

In connection with an organizational change made in the first quarter of fiscal year 2020, in order to further align our portfolio of services, the results for the Company’s wealth management Advisor Solutions services that were previously reported in our Investor Communication Solutions reportable segment are now reported within the Global Technology and Operations reportable segment. As a result, our prior period segment results have been revised to reflect this change, which resulted in transferring \$42.8 million of revenues and \$2.2 million of earnings before income taxes between reportable segments for the year ended June 30, 2019.

	Investor Communication Solutions	Global Technology and Operations	Other	Foreign Currency Exchange	Total
(in millions)					
Year ended June 30, 2021					
Revenues	\$ 3,867.5	\$ 1,258.1	\$ —	\$ (131.9)	\$ 4,993.7
Earnings (loss) before income taxes	605.6	223.3	(153.0)	20.3	696.2
Assets	2,517.6	5,162.3	439.9	—	8,119.8
Capital expenditures	42.3	3.0	6.7	—	51.9
Depreciation and amortization	36.9	12.7	17.8	—	67.4
Amortization of acquired intangibles	86.0	66.2	1.5	—	153.7
Amortization of other assets	39.4	58.0	16.1	—	113.6
Year ended June 30, 2020					
Revenues	\$ 3,491.3	\$ 1,174.2	\$ —	\$ (136.4)	\$ 4,529.0
Earnings (loss) before income taxes	464.1	245.0	(146.3)	16.8	579.5
Assets	2,484.4	1,734.2	671.1	—	4,889.8
Capital expenditures	35.9	5.3	21.6	—	62.7
Depreciation and amortization	42.9	12.0	18.9	—	73.8
Amortization of acquired intangibles	81.7	39.7	1.5	—	122.9
Amortization of other assets	30.9	54.8	16.8	—	102.6
Year ended June 30, 2019					
Revenues	\$ 3,468.3	\$ 996.3	\$ —	\$ (102.4)	\$ 4,362.2
Earnings (loss) before income taxes	506.2	212.5	(130.9)	19.4	607.3
Assets	2,155.6	1,423.6	301.6	—	3,880.7
Capital expenditures	34.5	6.5	9.6	—	50.6
Depreciation and amortization	54.3	11.9	19.0	—	85.2
Amortization of acquired intangibles	70.6	16.3	0.5	—	87.4
Amortization of other assets	36.4	45.7	5.3	—	87.4

Revenues and assets by geographic area are as follows:

	United States	Canada	Europe	Other	Total
(in millions)					
Year ended June 30, 2021					
Revenues	\$ 4,370.4	\$ 360.1	\$ 243.5	\$ 19.7	\$ 4,993.7
Assets	\$ 4,885.2	\$ 549.0	\$ 2,430.6	\$ 255.0	\$ 8,119.8
Year ended June 30, 2020					
Revenues	\$ 3,989.7	\$ 341.6	\$ 179.1	\$ 18.7	\$ 4,529.0
Assets	\$ 3,783.2	\$ 479.2	\$ 500.6	\$ 126.7	\$ 4,889.8
Year ended June 30, 2019					
Revenues	\$ 3,913.8	\$ 279.5	\$ 148.5	\$ 20.3	\$ 4,362.2
Assets	\$ 2,870.2	\$ 504.8	\$ 397.6	\$ 108.1	\$ 3,880.7

NOTE 21. QUARTERLY FINANCIAL RESULTS (UNAUDITED)

Summarized quarterly results of operations for the fiscal years ended June 30, 2021 and 2020 are as follows:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Fiscal Year Total
(in millions, except per share amounts)					
Year ended June 30, 2021					
Revenues	\$ 1,017.4	\$ 1,054.9	\$ 1,389.8	\$ 1,531.6	\$ 4,993.7
Gross profit	230.3	248.5	429.2	514.9	1,423.0
Operating income	78.6	79.5	239.2	281.4	678.7
Earnings before income taxes	73.6	69.4	216.9	336.4	696.2
Net earnings	65.8	56.3	165.0	260.4	547.5
Basic EPS	\$ 0.57	\$ 0.49	\$ 1.42	\$ 2.24	\$ 4.73
Diluted EPS	\$ 0.56	\$ 0.48	\$ 1.40	\$ 2.20	\$ 4.65
Year ended June 30, 2020					
Revenues	\$ 948.6	\$ 968.7	\$ 1,249.9	\$ 1,361.9	\$ 4,529.0
Gross profit	221.1	187.7	377.4	477.7	1,263.9
Operating income	73.1	26.8	226.3	298.8	624.9
Earnings before income taxes	63.8	10.5	210.5	294.8	579.5
Net earnings	55.9	10.1	166.8	229.7	462.5
Basic EPS	\$ 0.49	\$ 0.09	\$ 1.46	\$ 2.00	\$ 4.03
Diluted EPS	\$ 0.48	\$ 0.09	\$ 1.43	\$ 1.97	\$ 3.95

NOTE 22. SUBSEQUENT EVENTS

On August 11, 2021, the Company's Board of Directors increased the Company's quarterly cash dividend by \$0.065 per share to \$0.640 per share, an increase in the expected annual dividend amount from \$2.30 to \$2.56 per share. The declaration and payment of future dividends to holders of the Company's common stock will be at the discretion of the Company's Board of Directors, and will depend upon many factors, including the Company's financial condition, earnings, capital requirements of its businesses, legal requirements, regulatory constraints, industry practice, and other factors that the Board of Directors deems relevant.

* * * * *

Broadridge Financial Solutions, Inc.
Schedule II—Valuation and Qualifying Accounts
(\$ in millions)

Column A	Column B	Column C		Column D	Column E
		Additions			
	Balance at beginning of period	(1) Charged to costs and expenses	(2) Charged to other accounts	Deductions	Balance at end of period
Fiscal year ended June 30, 2021:					
Allowance for doubtful accounts	\$ 9.8	\$ 1.1	\$ —	\$ (1.6)	\$ 9.3
Deferred tax valuation allowance	\$ 6.7	\$ 1.0	\$ 2.7	\$ —	\$ 10.5
Other receivables	\$ 1.0	\$ —	\$ —	\$ —	\$ 1.0
Fiscal year ended June 30, 2020:					
Allowance for doubtful accounts	\$ 2.6	\$ 9.6	\$ —	\$ (2.4)	\$ 9.8
Deferred tax valuation allowance	\$ 3.3	\$ 3.4	\$ —	\$ —	\$ 6.7
Other receivables	\$ —	\$ 1.0	\$ —	\$ —	\$ 1.0
Fiscal year ended June 30, 2019:					
Allowance for doubtful accounts	\$ 2.7	\$ 1.1	\$ —	\$ (1.2)	\$ 2.6
Deferred tax valuation allowance	\$ 3.8	\$ 0.4	\$ —	\$ (0.8)	\$ 3.3

Amounts may not sum due to rounding.

ITEM 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

ITEM 9A. Controls and Procedures

Management Report

Attached as Exhibits 31.1 and 31.2 to this Form 10-K are certifications of Broadridge’s Chief Executive Officer and Chief Financial Officer, which are required by Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). This “Controls and Procedures” section should be read in conjunction with the Deloitte & Touche LLP audit and attestation of the Company’s internal control over financial reporting that appears in Item 8 “Financial Statements and Supplementary Data” in this Annual Report on Form 10-K and is hereby incorporated herein by reference.

Management’s Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer as of June 30, 2021, evaluated the effectiveness of our disclosure controls as defined in Rule 13a-15(e) under the Exchange Act. The Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures as of June 30, 2021 were effective to ensure that the information required to be disclosed by us in reports filed under the Exchange Act is (i) recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms and (ii) accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding disclosure.

Management’s Report on Internal Control over Financial Reporting

It is the responsibility of Broadridge’s management to establish and maintain effective internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). Internal control over financial reporting is designed to provide reasonable assurance to Broadridge’s management and board of directors regarding the preparation of reliable financial statements for external purposes in accordance with generally accepted accounting principles.

Broadridge’s internal control over financial reporting includes those policies and procedures that: (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of Broadridge; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of Broadridge are being made only in accordance with authorizations of management and directors of Broadridge; and (iii) provide reasonable assurance regarding the prevention or timely detection of unauthorized acquisition, use or disposition of Broadridge’s assets that could have a material effect on the financial statements of Broadridge.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Management has performed an assessment of the effectiveness of Broadridge’s internal control over financial reporting as of June 30, 2021 based upon criteria set forth in *Internal Control—Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Management excluded from its assessment the internal control over financial reporting for its Itiviti acquisition which closed on May 12, 2021, and whose financial statements constitute 37% of total assets and 1% of total revenues of Broadridge’s consolidated financial statement amounts as of and for the year ended June 30, 2021. This business will be in scope for management’s assessment as of June 30, 2022. Based on this assessment, management determined that Broadridge’s internal control over financial reporting was effective as of June 30, 2021.

Deloitte & Touche LLP, the Company’s independent registered public accounting firm, has audited the effectiveness of the Company’s internal control over financial reporting and has expressed an unqualified opinion in their report on the effectiveness of the Company’s internal control over financial reporting, which appears in Item 8 “Financial Statements and Supplementary Data” in this Annual Report on Form 10-K.

/s/ **TIMOTHY C. GOKEY**

Timothy C. Gokey
Chief Executive Officer

/s/ **EDMUND REESE**

Edmund Reese
Corporate Vice President, Chief Financial Officer

Lake Success, New York

August 12, 2021

Changes in Internal Control over Financial Reporting

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the fiscal quarter ended June 30, 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. Other Information

None.

PART III.

ITEM 10. Directors, Executive Officers and Corporate Governance

We incorporate by reference the information responsive to this Item appearing in our definitive proxy statement to be filed within 120 days after the fiscal year ended June 30, 2021 (the “Proxy Statement”).

ITEM 11. Executive Compensation

We incorporate by reference the information responsive to this Item appearing in our Proxy Statement.

ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

We incorporate by reference the information responsive to this Item appearing in our Proxy Statement.

ITEM 13. Certain Relationships and Related Transactions, and Director Independence

We incorporate by reference the information responsive to this Item appearing in our Proxy Statement.

ITEM 14. Principal Accounting Fees and Services

We incorporate by reference the information responsive to this Item appearing in our Proxy Statement.

PART IV.

ITEM 15. Exhibits, Financial Statement Schedules

(a) The following documents are filed as part of this Annual Report on Form 10-K:

1. Financial Statements

The Consolidated Financial Statements are listed under Item 8 of this Annual Report on Form 10-K. See Index to Financial Statements and Financial Statement Schedule.

2. Financial Statement Schedule.

Schedule II—Valuation and Qualifying Accounts is listed under Item 8 of this Annual Report on Form 10-K. See Index to Financial Statements and Financial Statement Schedule.

3. Exhibits.

The Exhibits filed as part of this Annual Report on Form 10-K are listed on the Exhibit Index, which Exhibit Index is incorporated by reference in this Annual Report on Form 10-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 12, 2021

BROADRIDGE FINANCIAL SOLUTIONS, INC.

By:	/s/ TIMOTHY C. GOKEY
Name:	_____ Timothy C. Gokey
Title:	Chief Executive Officer

SIGNATURES AND POWERS OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Timothy C. Gokey and Edmund Reese, and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, to sign in any and all capacities (including, without limitation, the capacities listed below), any and all amendments to the Annual Report on Form 10-K, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done to comply with the provisions of the Securities Exchange Act of 1934, as amended, and all the requirements of the Securities and Exchange Commission, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Annual Report on Form 10-K has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ TIMOTHY C. GOKEY</u> Timothy C. Gokey	Chief Executive Officer and Director (Principal Executive Officer)	August 12, 2021
<u>/s/ EDMUND REESE</u> Edmund Reese	Corporate Vice President, Chief Financial Officer (Principal Financial and Accounting Officer)	August 12, 2021
<u>/s/ RICHARD J. DALY</u> Richard J. Daly	Executive Chairman of the Board of Directors	August 12, 2021
<u>/s/ LESLIE A. BRUN</u> Leslie A. Brun	Lead Independent Director	August 12, 2021
<u>/S/ PAMELA L. CARTER</u> Pamela L. Carter	Director	August 12, 2021
<u>/S/ ROBERT N. DUELKS</u> Robert N. Duelks	Director	August 12, 2021
<u>/S/ MELVIN L. FLOWERS</u> Melvin L. Flowers	Director	August 12, 2021
<u>/s/ BRETT A. KELLER</u> Brett A. Keller	Director	August 12, 2021
<u>/s/ MAURA A. MARKUS</u> Maura A. Markus	Director	August 12, 2021
<u>Annette L. Nazareth</u>	Director	August 12, 2021
<u>/s/ THOMAS J. PERNA</u> Thomas J. Perna	Director	August 12, 2021
<u>/s/ ALAN J. WEBER</u> Alan J. Weber	Director	August 12, 2021
<u>/s/ AMIT K. ZAVERY</u> Amit K. Zavery	Director	August 12, 2021

EXHIBIT INDEX

Exhibit Number	Description of Exhibit (1)
1.1	Underwriting Agreement, dated as of May 6, 2021, among Broadridge Financial Solutions, Inc. and J.P. Morgan Securities LLC, BofA Securities, Inc., Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC, as representatives of the underwriters listed therein (incorporated by reference to Exhibit 1.1 of Form 8-K filed on May 17, 2021)
2.1	Share Purchase Agreement dated March 27, 2021, by and among Broadridge Financial Solutions, Inc., Broadridge Sweden Holdings AB, Cidron Delfi S.A R.L., Itiviti Invest V AB, Itiviti Intressenter AB and Individual MIP Sellers named therein (incorporated by reference to Exhibit 2.1 of Form 8-K filed on March 29, 2021)
3.1	Certificate of Incorporation of Broadridge Financial Solutions, Inc. (incorporated by reference to Exhibit 3.1 to Form 8-K filed on April 2, 2007)
3.2	Amended and Restated By-laws of Broadridge Financial Solutions, Inc. amended as of August 6, 2019 (incorporated by reference to Exhibit 3.2 to Form 8-K filed on August 6, 2019)
4.1	Indenture, dated as of May 29, 2007, by and between Broadridge Financial Solutions, Inc. and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.1 to Form 8-K filed on May 30, 2007)
4.2	Third Supplemental Indenture dated June 27, 2016 by and among Broadridge Financial Solutions, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 to Form 8-K filed on June 27, 2016)
4.3	Form of Broadridge Financial Solutions, Inc. 3.400% Senior Note due 2026 (incorporated by reference to Exhibit 4.2 to Form 8-K filed on June 27, 2016)
4.4	Fourth Supplemental Indenture dated as of December 9, 2019, by and between Broadridge Financial Solutions, Inc. and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.2 of Form 8-K filed on December 9, 2019)
4.5	Form of Broadridge Financial Solutions, Inc. 2.900% Senior Note due 2029 (incorporated by reference to Exhibit 4.3 to Form 8-K filed on December 9, 2019)
4.6	Description of Securities
4.7	Fifth Supplemental Indenture dated as of May 17, 2021, by and between Broadridge Financial Solutions, Inc. and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.2 of Form 8-K filed on May 17, 2021)
4.8	Form of Broadridge Financial Solutions, Inc. 2.600% Senior Note due 2031 (incorporated by reference to Exhibit 4.3 to Form 8-K filed on May 17, 2021, and is included in Exhibit 4.2 to Form 8-K filed on May 17, 2021)
10.1	Broadridge Financial Solutions, Inc. Change in Control Severance Plan for Corporate Officers (incorporated by reference to Exhibit 10.6 to Form 8-K filed on April 2, 2007)
10.2	Amendment No. 1 to the Broadridge Financial Solutions, Inc. Change in Control Severance Plan for Corporate Officers (incorporated by reference to Exhibit 10.26 to Form 10-K/A filed on October 27, 2010)
10.3	Change in Control Enhancement Agreement for Richard J. Daly (incorporated by reference to Exhibit 10.8 to Form 8-K filed on April 2, 2007)
10.4	Amendment No. 1 to Change in Control Enhancement Agreement for Richard J. Daly (incorporated by reference to Exhibit 10.28 to Form 10-K/A filed on October 27, 2010)
10.5	Amendment No. 2, dated September 19, 2013, to the Change in Control Enhancement Agreement, dated as of March 29, 2007 and amended effective December 31, 2008, between Broadridge Financial Solutions, Inc. and Richard J. Daly (incorporated by reference to Exhibit 10.1 to Form 8-K filed on September 20, 2013)

Exhibit Number	Description of Exhibit (1)
10.6	Termination Amendment to the Change in Control Enhancement Agreement for Richard J. Daly (incorporated by reference to Exhibit 10.2 to Form 8-K filed on June 10, 2020)
10.7	Officer Severance Plan dated September 16, 2011 (incorporated by reference to Exhibit 10.1 to Form 8-K filed on September 20, 2011)
10.8	Amended and Restated Supplemental Officers Retirement Plan (“SORP”) (incorporated by reference to Exhibit 10.27 to Form 10-K/A filed on October 27, 2010)
10.9	Amendment to the Broadridge Financial Solutions, Inc. SORP, effective February 2, 2017 (incorporated by reference to Exhibit 10.3 to Form 10-Q filed on May 10, 2017)
10.10	Broadridge Financial Solutions, Inc. Director Deferred Compensation Plan (Amended and Restated Effective January 1, 2019) (incorporated by reference to Exhibit 10.2 to Form 8-K filed on November 14, 2018)
10.11	Broadridge Financial Solutions, Inc. Executive Deferred Compensation Plan (“EDCP”) (Amended and Restated effective June 15, 2011) (incorporated by reference to Exhibit 10.32 to Form 10-K filed on August 12, 2011)
10.12	Amendment to the Broadridge EDCP, adopted August 1, 2014, effective December 31, 2014 (incorporated by reference to Exhibit 10.2 to Form 10-Q filed on November 6, 2014)
10.13	Broadridge Financial Solutions, Inc. Supplemental Executive Retirement Plan (“SERP”) (incorporated by reference to Exhibit 10.31 to Form 10-K/A filed on October 27, 2010)
10.14	Amendment to the Broadridge Financial Solutions, Inc. SERP, effective February 2, 2017 (incorporated by reference to Exhibit 10.2 to Form 10-Q filed on May 10, 2017)
10.15	Broadridge Financial Solutions, Inc. 2007 Omnibus Award Plan, Amended and Restated effective November 14, 2013 (incorporated by reference to Exhibit 4.1 to Form 8-K filed on November 15, 2013)
10.16	Amendment to the Broadridge Financial Solutions, Inc. 2007 Omnibus Award Plan (Amended and Restated effective November 14, 2013), effective February 6, 2018 (incorporated by reference to Exhibit 10.1 to Form 10-Q filed on May 8, 2018)
10.17	Broadridge Financial Solutions, Inc. 2018 Omnibus Award Plan (incorporated by reference to Exhibit 10.1 to Form 8-K filed on November 13, 2018)
10.18	Executive Officer Annual Incentive Compensation Plan (incorporated by reference to Exhibit 10.1 to Form 8-K filed on November 14, 2018)
10.19	Amended and Restated Credit Agreement, dated as of April 23, 2021, among Broadridge Financial Solutions, Inc., the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 to Form 8-K filed on April 23, 2021)
10.20	Amended and Restated Executive Retirement and Savings Plan, effective January 1, 2019 (incorporated by reference to Exhibit 10.25 to Form 10-K filed on August 6, 2019)
10.21	Amended and Restated Information Technology Services Agreement, dated December 31, 2019 by and between International Business Machines Corporation and Broadridge Financial Solutions, Inc. (incorporated by reference to Exhibit 10.1 to Form 10-Q filed on January 31, 2020)
10.22	2019 Master Services Agreement, dated December 31, 2019 by and between International Business Machines Corporation and Broadridge Financial Solutions, Inc. (incorporated by reference to Exhibit 10.2 to Form 10-Q filed on January 31, 2020)
10.23	Amendment Number Two to the Broadridge Financial Solutions, Inc. Change in Control Severance Plan for Corporate Officers (incorporated by reference to Exhibit 10.1 to Form 8-K filed on September 27, 2019)
10.24	Amendment Number Three to the Broadridge Financial Solutions, Inc. Change in Control Severance Plan for Corporate Officers (incorporated by reference to Exhibit 10.1 to Form 8-K filed on June 10, 2020)

Exhibit Number	Description of Exhibit (1)
<u>10.25</u>	<u>Amendment Number One to the Broadridge Financial Solutions, Inc. Officer Severance Plan (incorporated by reference to Exhibit 10.25 to Form 10-K filed on August 11, 2020)</u>
<u>10.26</u>	<u>Form of Stock Option Grant Award Agreement for U.S. Non-Employee Directors</u>
<u>10.27</u>	<u>Form of Deferred Stock Unit Award Agreement for U.S. Non-Employee Directors</u>
<u>10.28</u>	<u>Form of Restricted Stock Unit Grant Award Agreement (Performance-Based) for U.S. Corporate Officers</u>
<u>10.29</u>	<u>Form of Restricted Stock Unit Grant Award Agreement (Time-Based) for U.S. Corporate Officers</u>
<u>10.30</u>	<u>Form of Stock Option Grant Award Agreement (Performance-Based) for U.S. Corporate Officers</u>
<u>10.31</u>	<u>Clawback Policy (incorporated by reference to Exhibit 10.1 to Form 8-K filed on August 5, 2020)</u>
<u>10.32*</u>	<u>Warranty Deed dated March 27, 2021 by and between Broadridge Sweden Holdings AB and persons listed therein as Management Warrantors (incorporated by reference to Exhibit 10.1 to Form 8-K filed on March 29, 2021)</u>
<u>10.33*</u>	<u>Term Credit Agreement as of dated March 27, 2021, among Broadridge Financial Solutions, Inc., the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, (incorporated by reference to Exhibit 10.2 to Form 8-K filed on March 29, 2021)</u>
<u>14.1</u>	<u>Code of Business Conduct and Ethics</u>
<u>21</u>	<u>Subsidiaries of the Company</u>
<u>23</u>	<u>Consent of Independent Registered Public Accounting Firm</u>
<u>31.1</u>	<u>Certification of the Chief Executive Officer of Broadridge Financial Solutions, Inc., pursuant to Rule 13a-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
<u>31.2</u>	<u>Certification of the Chief Financial Officer of Broadridge Financial Solutions, Inc., pursuant to Rule 13a-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
<u>32.1</u>	<u>Certification of the Chief Executive Officer pursuant to Rule 13a-14(b) of the Exchange Act and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
<u>32.2</u>	<u>Certification of the Chief Financial Officer pursuant to Rule 13a-14(b) of the Exchange Act and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
101	The following financial statements from the Broadridge Financial Solutions, Inc. Annual Report on Form 10-K for the fiscal year ended June 30, 2021, formatted in eXtensible Business Reporting Language (XBRL): (i) consolidated statements of earnings for the fiscal years ended June 30, 2021, 2020 and 2019, (ii) consolidated statements of comprehensive income for the fiscal years ended June 30, 2021, 2020 and 2019, (iii) consolidated balance sheets as of June 30, 2021 and 2020, (iv) consolidated statements of cash flows for the fiscal years ended June 30, 2021, 2020 and 2019, (v) consolidated statements of stockholders' equity for the fiscal years ended June 30, 2021, 2020 and 2019, and (vi) the notes to the Consolidated Financial Statements.

(1) The SEC File No. for the Company's Form 8-K Reports referenced is 001-33220.

* Certain confidential information contained in this Exhibit was omitted by means of redacting a portion of the text and replacing it with an asterisk. This Exhibit has been filed separately with the Secretary of the Securities and Exchange Commission without the redaction pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

DESCRIPTION OF SECURITIES

References to “Broadridge” and the “Company” herein are, unless the context otherwise indicates, only to Broadridge Financial Solutions, Inc. and not to any of its subsidiaries.

Description of Capital Stock

General

The following is a summary of information concerning capital stock of Broadridge. The summaries and descriptions below do not purport to be complete statements of the relevant provisions of the Company’s Certificate of Incorporation (“**Charter**”) and Amended and Restated By-laws, amended as of August 6, 2019 (the “**By-laws**”), and are entirely qualified by these documents.

Common Stock

Shares Outstanding. The Company is authorized to issue up to 650 million shares of common stock, par value \$.01 per share (the “**Common Stock**”).

Dividends. Subject to prior dividend rights of the holders of any shares of preferred stock of the Company (“**Preferred Stock**”), holders of shares of Common Stock are entitled to receive dividends when, as and if declared by the Company’s Board of Directors (the “**Board**”) out of funds legally available for that purpose. Delaware law allows a corporation to pay dividends only out of surplus, as determined under Delaware law.

Voting Rights. Each share of Common Stock is entitled to one vote on all matters submitted to a vote of stockholders. Holders of shares of Common Stock do not have cumulative voting rights. This means a holder of a single share of Common Stock cannot cast more than one vote for each position to be filled on the Board. It also means the holders of a majority of the shares of Common Stock entitled to vote in the election of directors can elect all directors standing for election and the holders of the remaining shares will not be able to elect any directors.

Other Rights. In the event of any liquidation, dissolution or winding up of the Company, after the satisfaction in full of the liquidation preferences of holders of any shares of Preferred Stock, holders of shares of Common Stock are entitled to ratable distribution of the remaining assets available for distribution to stockholders. The shares of Common Stock are not subject to redemption by operation of a sinking fund or otherwise. Holders of shares of Common Stock are not currently entitled to preemptive rights.

Fully Paid. The issued and outstanding shares of Common Stock are fully paid and non-assessable. This means the full purchase price for the outstanding shares of Common Stock has been paid and the holders of such shares will not be assessed any additional amounts for such shares. Any additional shares of Common Stock that the Company may issue in the future will also be fully paid and non-assessable.

Preferred Stock

The Company is authorized to issue up to 25 million shares of Preferred Stock from time to time in one or more series and with such rights and preferences as determined by the Board with respect to each series.

Anti-takeover Effects of Our Certificate of Incorporation and By-laws and Delaware Law

Some provisions of Delaware law, the Charter and By-laws could make the following more difficult:

- acquisition of the Company by means of a tender offer,
- acquisition of the Company by means of a proxy contest or otherwise, or
- removal of the Company's incumbent officers and directors.

These provisions, summarized below, are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of the Company to first negotiate with the Board. The Company believes that the benefits of increased protection give it the potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us and outweigh the disadvantages of discouraging those proposals because negotiation of them could result in an improvement of their terms.

Size of Board and Vacancies

The By-laws provide that the Board will have one or more members, which number will be determined by resolution of the Board. Directors are elected at each annual meeting of stockholders by the vote of majority shares present. Any director may be removed at any time, with or without cause, upon the affirmative vote of holders of a majority of the outstanding shares of Common Stock. Newly created directorships resulting from any increase in the Company's authorized number of directors or any vacancies in the Board resulting from death, resignation, retirement, removal from office or other cause may be filled by the majority vote of the Company's remaining directors in office, or by the sole remaining director, or by a majority vote of the Company's stockholders at a special meeting called for that purpose. If at such special meeting no person nominated to fill the vacancy receives a majority of such votes, then such vacancy will be filled by the majority of remaining directors in office.

Elimination of Stockholder Action by Written Consent

The Charter eliminates the right of the Company's stockholders to act by written consent. Stockholder action must take place at the annual or a special meeting of the Company's stockholders.

Stockholder Meetings

Under the By-laws, only the Company's chairman, chief executive officer, the Board and the Secretary may call special meetings of the Company's stockholders. Stockholders who in the aggregate beneficially own at least 20% of the voting power of all outstanding shares of common stock of the Company may call a special meeting of the Company's stockholders through the Secretary upon proper written request to the Secretary.

Requirements for Advance Notification of Stockholder Nominations and Proposals

The By-laws establish advance notice procedures with respect to stockholder proposals and nomination of candidates for election as directors other than nominations made by or at the direction of the Board or a committee of the Board.

Delaware Anti-takeover Law

The Company is subject to Section 203 of the Delaware General Corporation Law (“**Section 203**”), an anti-takeover law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a business combination with an interested stockholder for a period of three years following the date such person became an interested stockholder, unless the business combination or the transaction in which such person became an interested stockholder is approved in a prescribed manner. Generally, a “business combination” includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. Generally, an “interested stockholder” is a person that, together with affiliates and associates, owns, or within three years prior to the determination of interested stockholder status did own, 15% or more of a corporation’s voting stock. The existence of this provision may have an anti-takeover effect with respect to transactions not approved in advance by the Board, including discouraging attempts that might result in a premium over the market price for the shares of Common Stock.

No Cumulative Voting

Neither the Charter nor By-laws provide for cumulative voting in the election of directors.

Undesignated Preferred Stock

The authorization of the Company’s undesignated Preferred Stock makes it possible for the Board to issue Preferred Stock with voting or other rights or preferences that could impede the success of any attempt to change control of the Company.

Transfer Agent and Registrar

Our transfer agent and registrar is Broadridge Issuer Solutions.

New York Stock Exchange Listing

The Common Stock is listed on the New York Stock Exchange under the ticker symbol “BR.”

Description of Debt Securities

General

The Company currently has an effective registration statement on Form S-3 (File No.: 333-233075), which was filed with the Securities and Exchange Commission (the “SEC”) on August 7, 2019 (the “**Current Registration Statement**”) and covers issuances of the Company’s

debt securities. The Company also has outstanding debt securities issued under its prior registration statement on Form S-3 (File No.: 333-212143) (“**Prior Registration Statement**”), which was filed with the SEC on June 21, 2016. The debt securities are direct obligations of Broadridge and rank equally and ratably in right of payment with other indebtedness of Broadridge that is not subordinated. The debt securities are governed by an indenture dated May 29, 2007 between the Company and U.S. Bank National Association, as trustee (the “**Base Indenture**”), as supplemented by the applicable supplemental indenture governing a particular series of debt securities (the “**Indenture**”). The discussion of the material provisions of the indenture, the debt securities and the material terms of a particular series of debt securities are subject to and are qualified in their entirety by reference to all of the provisions of the indenture.

The Base Indenture does not limit the aggregate principal amount of debt securities that may be issued under it. Unless otherwise provided in the terms of a series of debt securities, a series may be reopened, without notice to or consent of any holder of outstanding debt securities, for issuances of additional debt securities of that series. The terms of each series of debt securities will be established by or pursuant to a resolution of the Board and set forth or determined in the manner provided in an officer's certificate or by a supplemental indenture.

Unless otherwise indicated, currency amounts referenced herein are stated in United States dollars.

The debt securities are issuable only in fully registered form, without coupons, or in the form of one or more global debt securities. The debt securities are issuable only in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof, unless otherwise specified in the applicable prospectus supplement of a particular series of debt securities.

Unless otherwise indicated in the applicable prospectus supplement of a particular series of debt securities, principal of and interest and premium, if any, on the debt securities will be payable at the Company’s office or agency maintained for this purpose within New York City, or, at the Company’s option, payment of interest on the debt securities may be made by check mailed to the holders of the debt securities at their respective addresses set forth in the register of holders of debt securities. Unless otherwise indicated in the applicable prospectus supplement of a particular series of debt securities, the trustee initially will be a paying agent and registrar under the indenture. The Company may act as paying agent or registrar under the indenture.

Unless otherwise indicated in the applicable prospectus supplement of a particular series of debt securities, interest will be computed on the basis of a 360-day year of twelve 30-day months. If a payment date is not a business day, payment may be made on the next succeeding day that is a business day, and interest will not accrue for the intervening period.

The Company currently has the following series of senior notes issued and outstanding:

- 3.400% Senior Notes due 2026 (the “**2026 Notes**”), issued pursuant to the Prior Registration Statement; and
- 2.900% Senior Notes due 2029 (the “**2029 Notes**”), issued pursuant to the Current Registration Statement; and
- 2.600% Senior Notes due 2031 (the “**2031 Notes**” and together with the 2029 Notes and the 2026 Notes, the “**Notes**”), issued pursuant to the Current Registration Statement.

Certain Covenants

The indenture governing the terms of the debt securities will contain the following principal covenants:

Limitation on Liens

Broadridge will not, and will not permit any Significant Subsidiary to, create, incur, assume or permit to exist any lien on any property or asset (including the capital stock of any subsidiary), to secure any indebtedness of Broadridge, any Significant Subsidiary or any other person without securing the debt securities of each series equally and ratably with such indebtedness for so long as such indebtedness shall be so secured, subject to certain exceptions. Exceptions include:

- liens existing on the date of the creation of the debt securities of such series;
- liens on assets or property of a person at the time it becomes a subsidiary securing only indebtedness of such person; provided such indebtedness was not incurred in connection with such person or entity becoming a subsidiary and such liens do not extend to any assets other than those of the person becoming a subsidiary;
- liens existing on assets created at the time of, or within 18 months after, the acquisition, purchase, lease, improvement or development of such assets to secure all or a portion of the purchase price or lease for, or the costs of improvement or development of, such assets;
- liens to secure any extension, renewal, refinancing or refunding (or successive extensions, renewals, refinancings or refundings), in whole or in part, of any indebtedness secured by liens referred to above or liens created in connection with any amendment, consent or waiver relating to such indebtedness, so long as such lien is limited to all or part of substantially the same property which secured the lien extended, renewed or replaced, the amount of indebtedness secured is not increased (other than by the amount equal to any costs and expenses (including any premiums, fees or penalties) incurred in connection with any extension, renewal, refinancing or refunding) and the indebtedness so secured does not exceed the fair market value (as determined by the Board) of the assets subject to such liens at the time of such extension, renewal, refinancing or refunding, or such amendment, consent or waiver, as the case may be;
- liens on property incurred in permitted sale and leaseback transactions (except in the case of the Notes);
- liens in favor of only Broadridge or one or more subsidiaries granted by Broadridge or a subsidiary to secure any obligations owed to Broadridge or a subsidiary of Broadridge;
- liens on assets of any subsidiary of Broadridge registered as a “broker” or a “dealer” as such terms are defined in Sections 3(a)(4) and (5) of the Exchange Act of 1934 (the “**Exchange Act**”) created or otherwise arising in the ordinary course of such subsidiary’s business;

- liens on securities deemed to exist under repurchase agreements and reverse repurchase agreements entered into by Broadridge or any Significant Subsidiary in the ordinary course of business;
- liens in favor of the trustee granted in accordance with the indenture; and
- with respect to the 2029 Notes and 2031 Notes, liens for taxes, assessments or other governmental charges or levies not yet delinquent by more than 30 days or not yet subject to penalties for nonpayment or that are being contested in good faith by appropriate proceedings and for which Broadridge or any Significant Subsidiary, as applicable, has maintained adequate reserves in accordance with GAAP; and
- liens otherwise prohibited by this covenant, securing indebtedness which, together with the value of attributable debt incurred in sale and leaseback transactions permitted under “—*Limitation on Sale and Leaseback Transactions*” below, do not exceed the greater of (i) 15% with respect to the 2026 Notes and 18% with respect to the 2029 Notes and 2031 Notes of Consolidated Net Tangible Assets measured at the date of incurrence of any such lien, and (ii) \$100 million with respect to the 2026 Notes, \$150 million with respect to the 2029 Notes, and \$200 million with respect to the 2031 Notes.

Limitation on Sale and Leaseback Transactions

Broadridge will not, and will not permit any Significant Subsidiary to, enter into any arrangement with any person pursuant to which Broadridge or any Significant Subsidiary leases any property that has been or is to be sold or transferred by Broadridge or the Significant Subsidiary to such person (a “**Sale and Leaseback Transaction**”), except that a sale and leaseback transaction is permitted if Broadridge or such Significant Subsidiary would be entitled to incur indebtedness secured by a lien on the property to be leased (without equally and ratably securing the outstanding debt securities of any series) in an amount equal to the present value of the lease payments with respect to the term of the lease remaining on the date as of which the amount is being determined, discounted at the rate of interest set forth or implicit in the terms of the lease, compounded semi-annually (such amount is referred to as the “**Attributable Debt**”).

In addition, permitted sale and leaseback transactions not subject to the limitation above and the provisions described in “—*Limitation on Liens*” above include:

- temporary leases for a term, including renewals at the option of the lessee, of not more than three years;
- leases between only Broadridge and a subsidiary of Broadridge or only between subsidiaries of Broadridge;
- leases where the proceeds are at least equal to the fair market value (as determined by the Board) of the property and Broadridge applies within 180 days after the sale of an amount equal to the greater of the net proceeds of the sale or the attributable debt associated with the property to the retirement of long-term secured indebtedness; and
- leases of property executed by the time of, or within 12 months after the latest of, the acquisition, the completion of construction or improvement, or the commencement of commercial operation of the property.

Limitation on Consolidation, Merger and Sale of Assets

Broadridge may not consolidate or merge with or into another entity, or sell, lease, convey, transfer or otherwise dispose of its property and assets substantially as an entirety to another entity unless:

- (1) Broadridge is the surviving or continuing corporation or transferee or (2) the successor entity, if other than Broadridge, is a U.S. corporation, partnership, limited liability company or trust and expressly assumes by supplemental indenture all of Broadridge's obligations under the debt securities of all series and the indenture;
- immediately after giving effect to the transaction, no event of default (as defined below), and no event that, after notice or lapse of time or both, would become an event of default, has occurred and is continuing; and
- if, as a result of any consolidation, merger, sale or lease, conveyance or transfer described in this covenant, properties or assets of Broadridge would become subject to any lien which would not be permitted by the lien restriction described above without equally and ratably securing the debt securities of each series, Broadridge or such successor person, as the case may be, will take the steps as are necessary to secure effectively the debt securities of such series equally and ratably with, or prior to, all indebtedness secured by those liens as described above.

In connection with any transaction that is covered by this covenant, Broadridge must deliver to the trustee an officer's certificate and an opinion of counsel each stating that the transaction complies with the terms of the indenture.

In the case of any such consolidation, merger, sale, transfer or other conveyance, but not a lease, in a transaction in which there is a successor entity, the successor entity will succeed to, and be substituted for, Broadridge under the indenture and, subject to the terms of the indenture, Broadridge will be released from the obligation to pay principal and interest on the debt securities and all obligations under the indenture.

Events of Default

Each of the following is an "event of default" under the indenture with respect to the debt securities of any series (unless otherwise indicated):

1. a failure to pay principal of or premium, if any, on the debt securities of such series when due at its stated maturity date, upon optional redemption or otherwise;
2. in the case of the Notes, a failure by Broadridge to repurchase the applicable Notes tendered for repurchase following the occurrence of a change of control repurchase event in conformity with the covenant set forth below under "*The Notes—Purchase of Notes Upon a Change of Control Repurchase Event*";
3. a default in the payment of interest on the debt securities of such series when due, continued for 30 days;

4. certain events of bankruptcy, insolvency or reorganization involving Broadridge;
5. a default in the performance, or breach, of Broadridge's obligations under the “—*Limitation on Consolidation, Merger and Sale of Assets*” covenant described above;
6. a default in the performance, or breach, of any other covenant, warranty or agreement in the indenture (other than a default or breach pursuant to clause (5) immediately above or any other covenant or warranty a default in which is elsewhere dealt with in the indenture) for 60 days after a Notice of Default (as defined below) is given to Broadridge; and
7. (a) a failure to make any payment at maturity, including any applicable grace period, on any indebtedness of Broadridge (other than indebtedness of Broadridge owing to any of its subsidiaries) outstanding in an amount in excess of \$75 million, with respect to the 2026 Notes, \$125 million with respect to the 2029 Notes, and \$150 million with respect to the 2031 Notes, or its foreign currency equivalent at the time and continuance of this failure to pay or (b) a default on any indebtedness of Broadridge (other than indebtedness owing to any of its subsidiaries), which default results in the acceleration of such indebtedness in an amount in excess of \$75 million, with respect to the 2026 Notes, \$125 million with respect to the 2029 Notes, and \$150 million with respect to the 2031 Notes, or its foreign currency equivalent at the time without such indebtedness having been discharged or the acceleration having been cured, waived, rescinded or annulled, in the case of clause (a) or (b) above; provided, however, that if any failure, default or acceleration referred to in clauses 7(a) or (b) ceases or is cured, waived, rescinded or annulled, then the event of default under the indenture will be deemed cured.

No event of default with respect to a single series of debt securities issued under the indenture necessarily constitutes an event of default with respect to any other series of debt securities.

A default under clause (5) above is not an event of default until the trustee or the holders of not less than 25% in aggregate principal amount of the outstanding debt securities of such series notify Broadridge of the default and Broadridge does not cure such default within the time specified after receipt of such notice. Such notice must specify the default, demand that it be remedied and state that such notice is a “Notice of Default.”

Broadridge shall deliver to the trustee, within 30 days after the occurrence thereof, written notice in the form of an officer’s certificate of any event that with the giving of notice or the lapse of time or both would become an event of default, its status and what action Broadridge is taking or proposes to take with respect thereto.

If an event of default (other than an event of default resulting from certain events involving bankruptcy, insolvency or reorganization with respect to Broadridge) shall have occurred and be continuing, the trustee or the registered holders of not less than 25% in aggregate principal amount of the outstanding debt securities of such series may declare, by notice to Broadridge in writing (and to the trustee, if given by the holders of the debt securities) specifying the event of default, to be immediately due and payable the principal amount of all the outstanding debt securities of such series, plus accrued but unpaid interest to the date of acceleration. In case an event of default resulting from certain events of bankruptcy, insolvency or reorganization with respect to Broadridge shall occur, such amount with respect to all the

outstanding debt securities of such series shall be due and payable immediately without any declaration or other act on the part of the trustee or the holders of the outstanding debt securities of such series. Unless as otherwise provided herein, after any such acceleration, but before a judgment or decree based on acceleration is obtained by the trustee, the registered holders of a majority in aggregate principal amount of outstanding debt securities of such series then outstanding may, under certain circumstances, rescind and annul such acceleration and waive such event of default with respect to the outstanding debt securities of such series if all events of default, other than the nonpayment of accelerated principal, premium or interest with respect to the outstanding debt securities of such series, have been cured or waived as provided in the indenture.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an event of default shall occur and be continuing with respect to a series of debt securities, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request or direction of any of the holders of the debt securities of such series, unless such holders shall have offered to the trustee reasonable indemnity or security against any loss, liability or expense. Subject to such provisions for the indemnification of the trustee, the holders of a majority in aggregate principal amount of the outstanding debt securities of such series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the debt securities of such series.

No holder of debt securities of any series will have any right to institute any proceeding with respect to the indenture, or for the appointment of a receiver or trustee, or for any remedy thereunder, unless:

- a. such holder has previously given to the trustee written notice of a continuing event of default,
- b. the registered holders of at least 25% in aggregate principal amount of the debt securities of such series then outstanding have made written request and offered reasonable indemnity to the trustee to institute such proceeding as trustee, and
- c. the trustee shall not have received from the registered holders of a majority in aggregate principal amount of the debt securities of such series then outstanding a direction inconsistent with such request and shall have failed to institute such proceeding within 60 days.

However, such limitations do not apply to a suit instituted by a holder of any debt securities for enforcement of payment of the principal of, and premium, if any, or interest on, such debt securities on or after the respective due dates expressed in such debt securities.

The indenture requires Broadridge to furnish to the trustee, within 120 days after the end of each fiscal year, a statement of an officer regarding compliance with the indenture. Upon becoming aware of any default or event of default, Broadridge is required to deliver to the trustee a statement specifying such default or event of default.

Definitions

The indenture contains the following defined terms:

“**Consolidated Net Tangible Assets**” means, as of the time of determination, the aggregate amount of the assets of Broadridge and the assets of its consolidated subsidiaries after deducting (1) all goodwill, trade names, trademarks, service marks, patents, unamortized debt discount and expense and other intangible assets and (2) all current liabilities, as reflected on the most recent consolidated balance sheet prepared by Broadridge in accordance with GAAP contained in an annual report on Form 10-K or a quarterly report on Form 10-Q timely filed or any amendment thereto (and not subsequently disclaimed as not being reliable by Broadridge) prior to the time as of which “Consolidated Net Tangible Assets” is being determined.

“**GAAP**” means generally accepted accounting principles in the United States of America in effect on the date of the indenture.

“**guarantee**” means any obligation, contingent or otherwise, of any person directly or indirectly guaranteeing any indebtedness of any other person and any obligation, direct or indirect, contingent or otherwise, of such person (1) to purchase or pay (or advance or supply funds for the purchase or payment of) such indebtedness of such other person (whether arising by virtue of partnership arrangements, or by agreement to keep well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise) or (2) entered into for purposes of assuring in any other manner the obligee of such indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term “guarantee” will not include endorsements for collection or deposit in the ordinary course of business. The term “guarantee,” when used as a verb, has a correlative meaning.

“**incur**” means issue, assume, effect a guarantee or otherwise become liable for.

“**indebtedness**” means, with respect to any person, obligations (other than Non-recourse Obligations (as defined below)) of such person for borrowed money (including, without limitation, indebtedness for borrowed money evidenced by notes, bonds, debentures or similar instruments).

“**Non-recourse Obligation**” means indebtedness or other obligations substantially related to the financing of a project involving the development or expansion of properties of Broadridge or any direct or indirect subsidiaries of Broadridge, as to which the obligee with respect to such indebtedness or obligation has no recourse to Broadridge or any direct or indirect subsidiary of Broadridge or such subsidiary’s assets other than the assets which were acquired with the proceeds of such transaction or the project financed with the proceeds of such transaction (and the proceeds thereof).

“**person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or political subdivision thereof.

“**Significant Subsidiary**” has the meaning set forth in Rule 1-02(w) of Regulation S-X under the Securities Act of 1933, as amended.

“**subsidiary**” means, with respect to any person (the “**parent**”) at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the

ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of that date, owned, controlled or held by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

Modification and Waiver

Subject to certain exceptions, the indenture may be amended with the consent of the holders of a majority in principal amount of the outstanding debt securities of all series affected by such amendment (including consents obtained in connection with a tender offer or exchange for the debt securities of such series). Broadridge and the trustee may, without the consent of any holders, change the indenture for any of the following purposes:

- to evidence the succession of another person to Broadridge and the assumption by any such successor of the covenants of Broadridge under the indenture and the debt securities;
- to add to the covenants of Broadridge for the benefit of holders of the debt securities or to surrender any right or power conferred upon Broadridge;
- to add any additional events of default for the benefit of holders of the debt securities;
- to add to or change any of the provisions of the indenture as necessary to permit or facilitate the issuance of debt securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of debt securities in uncertificated form;
- to secure the debt securities;
- to add or appoint a successor or separate trustee;
- to cure any ambiguity, defect or inconsistency;
- to supplement any of the provisions of the indenture as necessary to permit or facilitate the defeasance and discharge of any series of debt securities, provided that the interests of the holders of such debt securities are not adversely affected in any material respect;
- to make any other change that would not adversely affect the holders of the debt securities of such series;
- to make any change necessary to comply with any requirement of the SEC in connection with the qualification of the Base Indenture or any supplemental indenture under the Trust Indenture Act of 1939, as amended (the “**Trust Indenture Act**”);
- to conform the Base Indenture to the Description of Debt Securities included in the applicable registration statement filed by the Company with the SEC; and
- to reflect the issuance of additional debt securities of a particular series as permitted by the indenture.

- Notwithstanding the foregoing, no modification, supplement, waiver or amendment may, without the consent of the holder of each outstanding debt security affected thereby:
- make any change to the percentage of principal amount of debt securities the holders of which must consent to an amendment, modification, supplement or waiver;
- reduce the rate of or extend the time of payment for interest on any debt securities;
- reduce the principal amount or extend the stated maturity of any debt securities;
- reduce the redemption or repurchase price of any series of debt securities, change the date on which any series of debt securities is subject to redemption or repurchase or add redemption provisions to the debt securities;
- make any debt securities payable in money other than that stated in the indenture or the debt securities;
- impair the right to institute suit for the enforcement of any payment on or with respect to the debt securities; or
- make any change in the ranking or priority of any debt securities that would adversely affect the holder of such debt securities.

The holders of at least a majority in principal amount of the outstanding debt securities may waive compliance by Broadridge with certain restrictive provisions of the Base Indenture with respect to the debt securities. The holders of at least a majority in principal amount of the outstanding debt securities may waive any past default under the indenture, except a default not theretofore cured in the payment of principal or interest and certain covenants and provisions of the indenture which cannot be amended without the consent of the holder of each outstanding debt security.

Defeasance

Broadridge at any time may terminate all its obligations with respect to the debt securities of any series and the indenture (such termination, “**legal defeasance**”), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the debt securities of such series, to replace mutilated, destroyed, lost or stolen debt securities and to maintain a registrar and paying agent in respect of the debt securities of such series. Broadridge at any time may also terminate its obligations with respect to the debt securities of any series under the covenants described under “—*Certain Covenants—Limitation on Liens*,” “—*Certain Covenants—Limitation on Sale and Leaseback Transactions*,” and under clause (6) under “—*Events of Default*,” and under the provisions described under “—Purchase of Notes upon a Change of Control Repurchase Event,” which termination is referred to herein as “**covenant defeasance**.” Broadridge may exercise its legal defeasance option with respect to any series of debt securities notwithstanding its prior exercise of its covenant defeasance option with respect to such series of debt securities.

If Broadridge exercises its legal defeasance option with respect to the debt securities of any series, payment of the debt securities of such series may not be accelerated because of an event of default with respect thereto. If Broadridge exercises its covenant defeasance option with respect to the debt securities of any series, payment of the debt securities of such series may not

be accelerated because of an event of default specified in clauses (2), (6) and (7) under “—*Events of Default*” with respect to the covenants described under “—*Certain Covenants*” and Broadridge will no longer be obligated to make an offer under the “—*Purchase of Notes upon a Change of Control Repurchase Event*” provision upon the occurrence of a change of control.

The legal defeasance option or the covenant defeasance option with respect to the debt securities of any series may be exercised only if:

- a. Broadridge irrevocably deposits in trust with the trustee money or U.S. government securities or a combination thereof, which through the payment of interest thereon and principal thereof in accordance with their terms, will provide money in an amount sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay principal and interest when due on all the debt securities being defeased to maturity;
- b. no default or event of default with respect to the debt securities of such series has occurred and is continuing on the date of such deposit, or, with respect to an event of default involving bankruptcy, at any time in the period ending on the 91st day after the date of deposit;
- c. in the case of the legal defeasance option, Broadridge delivers to the trustee an opinion of counsel stating that:
 - i. Broadridge has received from the Internal Revenue Service a ruling, or
 - ii. since the date of the indenture there has been a change in the applicable U.S. federal income tax law, to the effect, in either case, that and based thereon such opinion of counsel shall confirm that the holders of the debt securities of such series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same time as would have been the case if such defeasance has not occurred;
- d. in the case of the covenant defeasance option, Broadridge delivers to the trustee an opinion of counsel to the effect that the holders of the debt securities of such series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such covenant defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred; and
- e. Broadridge delivers to the trustee an officer’s certificate and an opinion of counsel, each stating that all conditions precedent to the defeasance and discharge of the debt securities of any series have been complied with as required by the indenture.

Discharge

When (i) Broadridge delivers to the trustee all outstanding debt securities of any series (other than debt securities replaced because of mutilation, loss, destruction or wrongful taking)

for cancellation or (ii) all outstanding debt securities of any series have become due and payable, or are by their terms due and payable within one year whether at maturity or are to be called for redemption within one year under arrangements reasonably satisfactory to the trustee, and in the case of clause (ii) Broadridge irrevocably deposits with the trustee funds sufficient to pay at maturity or upon redemption all outstanding debt securities of such series, including interest thereon, and if in either case Broadridge pays all other sums related to the debt securities of such series payable under the Base Indenture by Broadridge, then the Base Indenture shall, subject to certain surviving provisions, cease to be of further effect with respect to such series. The trustee shall acknowledge satisfaction and discharge of the indenture with respect to the debt securities of such series on demand of Broadridge accompanied by an officer's certificate and an opinion of counsel of Broadridge.

Governing Law

The indenture and the debt securities will be governed by, and construed in accordance with, the laws of the State of New York.

The Notes

Selected provisions of the Notes are summarized below. This summary supplements and, to the extent it is inconsistent, replaces the description of the debt securities under the caption “*Description of Debt Securities – General*” above. The following summary of provisions of the 2031 Notes Indenture, 2029 Notes Indenture, and the 2026 Notes Indenture (each as defined below and collectively the “**Notes Indentures**”) and the Notes does not purport to be complete and is subject to, and qualified in its entirety by reference to, all of the provisions of the Notes Indentures, including definitions therein of certain terms and provisions made a part of the applicable Notes Indenture by reference to the Trust Indenture Act. Capitalized terms used and not defined in this section have the meanings specified in the applicable Notes Indenture.

General

The 2026 Notes were issued under the Base Indenture, as supplemented, and as further supplemented to reflect certain terms of the 2026 Notes by a third supplemental indenture dated as of June 27, 2016 (the “**third supplemental indenture**” and, together with the Base Indenture, the “**2026 Notes Indenture**”). As of June 30, 2021, approximately \$500 million principal amount of the 2026 Notes were outstanding.

The 2029 Notes were issued under the Base Indenture, as supplemented, and as further supplemented to reflect certain terms of the 2029 Notes by a fourth supplemental indenture dated as of December 9, 2019 (the “**fourth supplemental indenture**” and, together with the Base Indenture, the “**2029 Notes Indenture**”). As of June 30, 2021, approximately \$750 million principal amount of the 2029 Notes were outstanding.

The 2031 Notes were issued under the Base Indenture, as supplemented, and as further supplemented to reflect certain terms of the 2031 Notes by a fifth supplemental indenture dated as of May 17, 2021 (the “**fifth supplemental indenture**” and, together with the Base Indenture, the “**2031 Notes Indenture**”). As of June 30, 2021, approximately \$1 billion principal amount of the 2031 Notes were outstanding.

The Notes have the following basic terms:

- the Notes are senior unsecured obligations of Broadridge and rank equally in right of payment with all other existing and future unsecured and unsubordinated debt obligations of Broadridge;
- the Notes are obligations exclusively of Broadridge and are not guaranteed by any of its subsidiaries;
- the 2026 Notes are initially limited to \$500.0 million aggregate principal amount, the 2029 Notes are initially limited to \$750.0 million aggregate principal amount and the 2031 Notes are initially limited to \$1 billion aggregate principal amount (each series is subject to the rights of Broadridge to issue additional Notes as described under “—*Further Issuances*” below);
- the 2026 Notes accrue interest at a rate of 3.400% per year, the 2029 Notes accrue interest at a rate of 2.900% per year and the 2031 Notes accrue interest at a rate of 2.600% per year;
- interest accrues on the 2026 Notes from the most recent interest payment date to or for which interest has been paid or duly provided for (or if no interest has been paid or duly provided for, from the issue date of the 2026 Notes), payable semiannually in arrears on June 27 and December 27 of each year, beginning on December 27, 2016;
- interest accrues on the 2029 Notes from the most recent interest payment date to or for which interest has been paid or duly provided for (or if no interest has been paid or duly provided for, from the issue date of the 2029 Notes), payable semiannually in arrears on June 1 and December 1 of each year, beginning on June 1, 2020;
- interest accrues on the 2031 Notes from the most recent interest payment date to or for which interest has been paid or duly provided for (or if no interest has been paid or duly provided for, from the issue date of the 2031 Notes), payable semiannually in arrears on May 1 and November 1 of each year, beginning on November 1, 2021;
- the 2026 Notes will mature on June 27, 2026, the 2029 Notes will mature on December 1, 2029 and the 2031 Notes will mature on May 1, 2031, unless, in each case, redeemed or repurchased prior to the applicable maturity date;
- Broadridge may redeem the Notes, in whole or in part, at any time at its option as described under “—*Optional Redemption*” below;
- Broadridge may be required to repurchase the Notes in whole or in part at the option of the applicable holders in connection with the occurrence of a “change of control repurchase event” as described under “—*Purchase of Notes Upon a Change of Control Repurchase Event*” below;
- the Notes are issued in registered form in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof;

- the Notes are represented by one or more global notes registered in the name of a nominee of DTC (as defined below), but in certain circumstances may be represented by Notes in definitive form (see “—*Book-entry; Delivery and Form; Global Notes*” below); and
- the Notes are exchangeable and transferable at the office or agency of Broadridge maintained for such purposes (which initially will be the corporate trust office of the trustee).

Interest on each 2026 Notes will be paid to the person in whose name that note is registered at the close of business on June 12 or December 12, as the case may be, immediately preceding the relevant interest payment date. Interest on each 2029 Notes will be paid to the person in whose name that note is registered at the close of business on May 15 or November 15, as the case may be, immediately preceding the relevant interest payment date. Interest on each 2031 Notes will be paid to the person in whose name that note is registered at the close of business on April 15 or October 15, as the case may be, immediately preceding the relevant interest payment date. Interest on the Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months.

If any interest or other payment date of a Note falls on a day that is not a business day, the required payment of principal, premium, if any, or interest will be due on the next succeeding business day as if made on the date that the payment was due, and no interest will accrue on that payment for the period from and after that interest or other payment date, as the case may be, to the date of that payment on the next succeeding business day. The term “business day” means, with respect to any Note, any day other than a Saturday, a Sunday or a day on which banking institutions or trust companies in New York City are authorized or required by law, regulation or executive order to close.

The Notes are not subject to any sinking fund.

Broadridge may, subject to compliance with applicable law, at any time purchase Notes in the open market or otherwise.

Payment and Transfer or Exchange

Principal of and premium, if any, and interest on the Notes will be payable, and the Notes may be exchanged or transferred, at the office or agency maintained by Broadridge for such purpose (which initially will be the corporate trust office of the trustee located at 333 Thornall Street, 4th Floor, Edison, New Jersey 08837). Payment of principal of and premium, if any, and interest on a global note registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such global note. If any of the Notes are no longer represented by a global note, payment of interest on certificated notes in definitive form may, at the option of Broadridge, be made by (i) check mailed directly to holders at their registered addresses or (ii) upon request of any holder of at least \$1,000,000 principal amount of Notes, wire transfer to an account located in the United States maintained by the payee. See “—*Book-Entry; Delivery and Form; Global Notes*” below.

A holder may transfer or exchange any certificated notes in definitive form at the office or agency of Broadridge maintained for such purposes (which initially will be at the same location set forth in the preceding paragraph). No service charge will be made for any

registration of transfer or exchange of Notes, but Broadridge may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith. Broadridge is not required to transfer or exchange any Note selected for redemption during a period of 15 days before mailing of a notice of redemption of Notes to be redeemed.

The registered holder of a Note will be treated as the owner of that Note for all purposes under the indenture.

All amounts of principal of and premium, if any, and interest on the Notes paid by Broadridge that remain unclaimed two years after such payment was due and payable will be repaid to Broadridge, and the holders of such Notes will thereafter look solely to Broadridge for payment.

Ranking

The Notes are senior unsecured obligations of Broadridge and rank equally in right of payment with all existing and future unsecured and unsubordinated obligations of Broadridge and any amounts outstanding under the Company's revolving credit facility (the "**Credit Facility**") and term credit agreement (the "**Term Credit Agreement**"). As of June 30, 2021, Broadridge had approximately \$1.7 billion of senior unsecured indebtedness outstanding.

The Notes effectively rank junior in right of payment to all existing and future secured indebtedness of Broadridge to the extent of the assets securing such indebtedness, and to all existing and future liabilities of its subsidiaries, including indebtedness and trade payables. As of June 30, 2021, Broadridge did not have any outstanding secured indebtedness.

Broadridge is a holding company with no material assets and derives substantially all of its operating income and cash flow from its subsidiaries. Therefore, Broadridge's ability to make payments when due to the holders of the Notes is dependent upon the receipt of sufficient funds from its subsidiaries. In addition, Broadridge Business Process Outsourcing, LLC, a wholly owned subsidiary of Broadridge, is a registered broker-dealer and is therefore subject to the SEC's net capital rule, which specifies minimum net capital requirements for registered broker-dealers and prohibits payments of dividends if such payment would reduce the broker-dealer's net capital below required levels. The net capital rule could restrict Broadridge's ability to withdraw capital from its broker-dealer subsidiary which in turn could limit its ability to make payments when due to holders of the Notes. Further, claims of creditors of Broadridge's subsidiaries generally will have priority with respect to the assets and earnings of such subsidiaries over the claims of Broadridge's creditors, including holders of the Notes. Accordingly, the Notes will be effectively subordinated to creditors, including trade creditors and preferred stockholders, if any, of Broadridge's subsidiaries. As of June 30, 2021, the Company's subsidiaries had approximately \$6.3 billion in liabilities and no outstanding preferred stock.

Optional Redemption

Prior to March 27, 2026 (three months prior to the maturity date of the 2026 Notes) (the "**2026 Par Call Date**"), Broadridge may redeem the 2026 Notes at its option at any time, either in whole or in part upon at least 30 days, but not more than 60 days, prior notice given by mail to the registered address of each Holder of the 2026 Notes to be redeemed. With respect to the 2029 Notes, prior to September 1, 2029 (three months prior to the maturity date of the 2029 Notes) (the "**2029 Par Call Date**"), Broadridge may redeem the 2029 Notes at its option at any

time, either in whole or in part upon at least 15 days, but not more than 60 days, prior notice given by mail to the registered address of each holder of the 2029 Notes to be redeemed. With respect to the 2031 Notes, prior to February 1, 2031 (three months prior to the maturity date of the 2031 Notes) (the “**2031 Par Call Date**”), Broadridge may redeem the 2031 Notes at its option at any time, either in whole or in part upon at least 15 days, but not more than 60 days, prior notice given by mail to the registered address of each holder of the 2031 Notes to be redeemed.

If Broadridge elects to redeem the Notes prior to the applicable Par Call Date, it will pay a redemption price equal to the greater of the following amounts, plus, in each case, accrued and unpaid interest thereon to, but not including, the redemption date:

- 100% of the aggregate principal amount of the applicable Notes to be redeemed on the redemption date; or
- the sum of the present values of the Remaining Scheduled Payments, as determined by Broadridge.

In determining the present values of the Remaining Scheduled Payments, Broadridge will discount such payments to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus 0.30% for the 2026 Notes and Treasury Rate plus 0.20% for the 2029 Notes and 2031 Notes.

In addition, at any time and from time to time, on or after the applicable Par Call Date, Broadridge may redeem the Notes at its option, either in whole or in part, at a redemption price equal to 100% of the aggregate principal amount of the applicable Notes to be redeemed on the redemption date, plus accrued and unpaid interest on such Notes to, but excluding, the redemption date.

The following terms are relevant to the determination of the redemption price.

“**Treasury Rate**” means, with respect to any redemption date for a series of the Notes:

- with respect to the 2026 Notes only, the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15(519)” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue; provided that if no maturity is within three months before or after the maturity date for such series of Notes, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from those yields on a straight line basis rounding to the nearest month; or
- with respect to the 2029 Notes and 2031 Notes, the arithmetic mean (rounded to the nearest 1/100th of a percentage point) of the yields for the immediately preceding full week published in the most recent Federal Reserve Statistical Release H.15 (or if such statistical release is no longer published, any such other reasonably comparable index published weekly by the Board of Governors of the Federal Reserve System) that has

become publicly available prior to the date of determination and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue; provided that if no maturity is within three months before or after the maturity date for such notes, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from those yields on a straight line basis rounding to the nearest month; or

- if that release, or any successor release, is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date.

The Treasury Rate will be calculated on the third business day preceding the redemption date.

“**Comparable Treasury Issue**” means the United States Treasury security selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

“**Independent Investment Banker**” means, with respect to the 2026 Notes, one of J.P. Morgan Securities LLC, Mitsubishi UFJ Securities (USA), Inc., Morgan Stanley & Co. LLC, Wells Fargo Securities, LLC or their respective successors, as may be appointed from time to time by Broadridge and, with respect to the 2029 Notes and 2031 Notes, means one of J.P. Morgan Securities LLC, BofA Securities, Inc., Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC or their respective successors, as may be appointed from time to time by Broadridge.

“**Comparable Treasury Price**” means, with respect to any redemption date, (1) the arithmetic average of three Reference Treasury Dealer Quotations for such redemption date after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the trustee, in the case of the 2026 Notes, or Broadridge, in the case of the 2029 Notes and 2031 Notes, obtains fewer than five Reference Treasury Dealer Quotations, the arithmetic average of all Reference Treasury Dealer Quotations for such redemption date.

“**Reference Treasury Dealer Quotations**” means, with respect to each Reference Treasury Dealer and any redemption date, the arithmetic average, as determined by the trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed, in each case, as a percentage of its principal amount) quoted in writing to the trustee by such Reference Treasury Dealer as of 5:00 p.m., New York City time, on the third business day preceding such redemption date.

“**Reference Treasury Dealer**” means, with respect to the 2029 Notes and 2031 Notes, each of (1) J.P. Morgan Securities LLC, BofA Securities, Inc., Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC, or their affiliates, and their respective successors and (2) one other primary U.S. Government securities dealer in New York City (a “primary treasury dealer”)

selected by Broadridge and its successors; provided, however, that if any of the foregoing shall cease to be a primary treasury dealer, we shall substitute therefor another primary treasury dealer; and with respect to the 2026 Notes, each of (1) J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC, or their affiliates, and their respective successors, (2) one primary U.S. Government securities dealer in New York City (a “**primary treasury dealer**”) selected by Mitsubishi UFJ Securities (USA), Inc. and its successors and (3) one other primary treasury dealer selected by Broadridge and its successors.

“**Remaining Scheduled Payments**” means, with respect to any Note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date but for such redemption; provided, however, that, if such redemption date is not an interest payment date with respect to such note, the amount of the next scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

A partial redemption of the Notes may be effected by such method as the trustee may deem fair and appropriate and may provide for the selection for redemption of portions (equal to the minimum authorized denomination for the Notes or any integral multiple thereof) of the principal amount of Notes of a denomination larger than the minimum authorized denomination for the Notes.

Notice of any redemption will be mailed, with respect to the 2026 Notes, at least 30 days but not more than 60 days before the redemption date to each holder of the 2026 Notes to be redeemed and, with respect to the 2029 Notes and the 2031 Notes, at least 15 days but not more than 60 days before the redemption date to each holder of the 2029 Notes or the the 2031 Notes, as applicable, to be redeemed. Once notice of redemption is mailed, the Notes called for redemption will become due and payable on the redemption date and at the applicable redemption price, plus accrued and unpaid interest to the redemption date.

Unless Broadridge defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the Notes, or portions thereof, called for redemption. On or before the redemption date, Broadridge will deposit with a paying agent (or the trustee) money sufficient to pay the redemption price of and accrued interest on the Notes to be redeemed on that date. If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected by the trustee by a method the trustee deems to be fair and appropriate.

Purchase of Notes Upon a Change of Control Repurchase Event

If a change of control repurchase event occurs, unless Broadridge has redeemed Notes as described above, Broadridge will be required to make an offer to each holder of Notes to repurchase all or any part (in excess of \$2,000 and in integral multiples of \$1,000) of that holder's Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus any accrued and unpaid interest on Notes repurchased to, but not including, the date of repurchase. Within 30 days following any change of control repurchase event or, at the option of Broadridge, prior to any change of control, but after the public announcement of the change of control, Broadridge will mail a notice to each holder, with a copy to the trustee, describing the transaction or transactions that constitute or may constitute the change of control repurchase event and offering to repurchase Notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from

the date such notice is mailed. The notice shall, if mailed prior to the date of consummation of the change of control, state that the offer to purchase is conditioned on a change of control repurchase event occurring on or prior to the payment date specified in the notice. Broadridge will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a change of control repurchase event. To the extent that the provisions of any securities laws or regulations conflict with the change of control repurchase event provisions of the Notes, Broadridge will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the change of control repurchase event provisions of Notes by virtue of compliance with such securities laws or regulations.

On the repurchase date following a change of control repurchase event, Broadridge will, to the extent lawful:

1. accept for payment all the applicable Notes or portions of applicable Notes properly tendered pursuant to its offer;
2. deposit with the paying agent an amount equal to the aggregate purchase price in respect of all the applicable Notes or portions of applicable Notes properly tendered; and
3. deliver or cause to be delivered to the trustee Notes properly accepted, together with an officers' certificate stating the aggregate principal amount of Notes being purchased by Broadridge.

The paying agent will promptly mail to each holder of Notes properly tendered the purchase price for Notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered.

Broadridge will not be required to make an offer to repurchase Notes upon a change of control repurchase event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by Broadridge and such third party purchases all Notes properly tendered and not withdrawn under its offer.

The change of control repurchase event feature of Notes may in certain circumstances make more difficult or discourage a sale or takeover of Broadridge. The change of control repurchase event feature is a result of negotiations between Broadridge and the underwriters. Broadridge has no present intention to engage in a transaction involving a change of control, although it is possible that Broadridge could decide to do so in the future. Subject to the limitations discussed below, Broadridge could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a change of control under the indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect the capital structure of Broadridge or credit ratings of the Notes. Restrictions on the ability of Broadridge to incur liens, enter into sale and leaseback transactions and consolidate, merge or sell assets are contained in the covenants as described under "*—Certain covenants—Limitation on Liens*", "*—Certain Covenants—Limitation on Sale and Leaseback Transactions*" and "*—Certain Covenants—Limitation on Consolidation, Merger and Sale of Assets.*" Except for the limitations contained in such covenants and the covenant relating to repurchases upon the occurrence of a change of control repurchase event, the indenture will

not contain any covenants or provisions that may afford holders of the Notes protection in the event of a decline in the credit quality of Broadridge or a highly leveraged or similar transaction involving Broadridge.

Broadridge may not have sufficient funds to repurchase all the applicable Notes upon a change of control repurchase event. In addition, even if it has sufficient funds, Broadridge may be prohibited from repurchasing the applicable Notes under the terms of its future debt instruments.

For purposes of the foregoing discussion of a repurchase at the option of holders, the following definitions are applicable:

“change of control” means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Broadridge and its subsidiaries taken as a whole to any “person” (as that term is used in Section 13(d) and Section 14(d) of the Exchange Act) other than Broadridge or one of its subsidiaries; (2) the adoption of a plan relating to Broadridge's liquidation or dissolution; (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as those terms are used in Section 13(d)(3) of the Exchange Act), other than Broadridge or its subsidiaries, becomes the beneficial owner (as defined in Rules 13(d)(3) and 13(d)(5) of the Exchange Act), directly or indirectly, of more than 50% of the combined voting power of Broadridge's voting stock or other voting stock into which Broadridge's voting stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (4) with respect to the 2020 Notes only, the first day on which a majority of the members of the Board are not continuing directors; or (5) Broadridge consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into Broadridge, in any such event pursuant to a transaction in which any of the outstanding voting stock of Broadridge or such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the voting stock of Broadridge outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the voting stock of the surviving person immediately after giving effect to such transaction.

“change of control repurchase event” means the occurrence of both a change of control and a ratings event.

“Fitch” means Fitch Ratings Inc., or any successor to the rating agency business thereof.

“investment grade” means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's); a rating of BBB– or better by S&P (or its equivalent under any successor rating categories of S&P); a rating of BBB– or better by Fitch (or its equivalent under any successor rating categories of Fitch); and the equivalent investment grade credit rating from any additional rating agency or rating agencies selected by Broadridge.

“Moody's” means Moody's Investors Service Inc. or any successor to the rating agency business thereof.

“rating agency” means (1) each of Moody's, S&P and Fitch; and (2) if any of Moody's, S&P and Fitch ceases to rate the Notes or fails to make a rating of the Notes publicly available

for reasons outside of the control of Broadridge, a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) of the Exchange Act, selected by Broadridge (as certified by a resolution of the board of directors of Broadridge) as a replacement for such rating agency.

“**ratings event**” means the rating of the Notes is lowered by at least two of the three rating agencies and the Notes are rated below investment grade by at least two of the three rating agencies on any day during the period (which period will be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by any of the rating agencies) commencing on the earlier of the date of the first public occurrence of a change of control or the date of public notice of an agreement that, if consummated, would result in a change of control and ending 60 days following consummation of such change of control.

“**S&P**” means Standard & Poor’s Ratings Group, Inc., or any successor to the rating agency business thereof.

“**voting stock**” of any specified person as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

Further Issuances

Broadridge may from time to time, without notice to or the consent of the holders of the 2026 Notes, create and issue additional 2026 Notes having the same terms as, and ranking equally and ratably with, the 2026 Notes in all respects (except for the issue date and, if applicable, the payment of interest accruing prior to the issue date of such additional 2026 Notes and the first payment of interest following the issue date of such additional 2026 Notes). Such additional 2026 Notes may be consolidated and form a single series with, and will have the same terms as to ranking, redemption, waivers, amendments or otherwise, as the 2026 Notes and will vote together as one class on all matters with respect to the 2026 Notes.

Broadridge may from time to time, without notice to or the consent of the holders of the 2029 Notes or the 2031 Notes, as applicable, create and issue additional notes having the same terms as, and ranking equally and ratably with, the applicable Notes in all respects (except for the issue date and, if applicable, the issue price, first interest payment date and interest accrual date and the amount of interest payable on the first interest payment date). Such additional Notes may be consolidated and form a single series with, and will have the same terms as to ranking, redemption, waivers, amendments or otherwise, as the applicable Notes and will vote together as one class on all matters with respect to the applicable Notes.

Same-day Settlement and Payment

The Notes will trade in the same-day funds settlement system of DTC until the applicable maturity or until Broadridge issues the Notes in certificated form. DTC will therefore require secondary market trading activity in the Notes to settle in immediately available funds. Broadridge can give no assurance as to the effect, if any, of settlement in immediately available funds on trading activity in the Notes.

Book-entry; Delivery and Form; Global Notes

The Notes will be represented by one or more global notes in definitive, fully registered form without interest coupons. Each global note will be deposited with the trustee as custodian for DTC and registered in the name of a nominee of DTC in New York, New York for the accounts of participants in DTC.

Investors may hold their interests in a global note directly through DTC if they are DTC participants, or indirectly through organizations that are DTC participants. Except in the limited circumstances described below, holders of Notes represented by interests in a global note will not be entitled to receive their Notes in fully registered certificated form.

DTC has advised as follows: DTC is a limited-purpose trust company organized under New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities of institutions that have accounts with DTC (“**participants**”) and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC’s participants include securities brokers and dealers (which may include the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC’s book-entry system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, whether directly or indirectly.

Ownership of Beneficial Interests

Upon the issuance of each global note, DTC will credit, on its book-entry registration and transfer system, the respective principal amount of the individual beneficial interests represented by the global note to the accounts of participants. Ownership of beneficial interests in each global note will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in each global note will be shown on, and the transfer of those ownership interests will be effected only through, records maintained by DTC (with respect to participants’ interests) and such participants (with respect to the owners of beneficial interests in the global note other than participants).

So long as DTC or its nominee is the registered holder and owner of a global note, DTC or such nominee, as the case may be, will be considered the sole legal owner of the Notes represented by the global note for all purposes under the applicable Note Indenture, the applicable Notes and applicable law. Except as set forth below, owners of beneficial interests in a global note will not be entitled to receive certificated notes and will not be considered to be the owners or holders of any Notes under the global note. Broadridge understands that under existing industry practice, in the event an owner of a beneficial interest in a global note desires to take any actions that DTC, as the holder of the global note, is entitled to take, DTC would authorize the participants to take such action, and that participants would authorize beneficial owners owning through such participants to take such action or would otherwise act upon the instructions of beneficial owners owning through them. No beneficial owner of an interest in a global note will be able to transfer the interest except in accordance with DTC’s applicable procedures, in addition to those provided for under the indenture. Because DTC can only act on behalf of participants, who in turn act on behalf of others, the ability of a person having a beneficial interest in a global note to pledge that interest to persons that do not participate in the

DTC system, or otherwise to take actions in respect of that interest, may be impaired by the lack of physical certificate of that interest.

All payments on the Notes represented by a global note registered in the name of and held by DTC or its nominee will be made to DTC or its nominee, as the case may be, as the registered owner and holder of the global note.

Broadridge expects that DTC or its nominee, upon receipt of any payment of principal, premium, if any, or interest in respect of a global note, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global note as shown on the records of DTC or its nominee. Broadridge also expects that payments by participants to owners of beneficial interests in the global note held through such participants will be governed by standing instructions and customary practices as is now the case with securities held for accounts for customers registered in the names of nominees for such customers. These payments, however, will be the responsibility of such participants and indirect participants, and neither Broadridge, the underwriters, the trustee nor any paying agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in any global note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or for any other aspect of the relationship between DTC and its participants or the relationship between such participants and the owners of beneficial interests in the global note.

Unless and until it is exchanged in whole or in part for certificated notes, each global note may not be transferred except as a whole by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC. Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds.

Broadridge expects that DTC will take any action permitted to be taken by a holder of Notes (including the presentation of Notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in a global note are credited and only in respect of such portion of the aggregate principal amount of the applicable Notes as to which such participant or participants has or have given such direction.

Although Broadridge expects that DTC will agree to the foregoing procedures in order to facilitate transfers of interests in each global note among participants of DTC, DTC is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither Broadridge, the underwriters, nor the trustee will have any responsibility for the performance or nonperformance by DTC or their participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Certificated securities may be issued in exchange for beneficial interests in the global notes under certain circumstances, including (i) if an event of default shall have occurred and be continuing with respect to the applicable Notes, (ii) if DTC is at any time unwilling or unable to continue as a depository for the global notes and a successor depository is not appointed by us within 90 days or (iii) at any time Broadridge determines, in its sole discretion, that the applicable Notes or portions thereof issued or issuable in the form of one or more global notes shall no longer be represented by such global note. These certificated notes will be registered in such name or names as DTC shall instruct the trustee. It is expected that such instructions may be

based upon directions received by DTC from participants with respect to ownership of beneficial interests in global securities.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Broadridge believes to be reliable, but Broadridge does not take responsibility for its accuracy.

Euroclear and Clearstream, Luxembourg

If the depositary for a global security is DTC, you may hold interests in the global notes through Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") or Euroclear Bank SA/NV, as operator of the Euroclear System ("**Euroclear**,"") in each case, as a participant in DTC. Euroclear and Clearstream, Luxembourg will hold interests, in each case, on behalf of their participants through customers' securities accounts in the names of Euroclear and Clearstream, Luxembourg on the books of their respective depositaries, which in turn will hold such interests in customers' securities in the depositaries' names on DTC's books.

Payments, deliveries, transfers, exchanges, notices and other matters relating to the Notes made through Euroclear or Clearstream, Luxembourg must comply with the rules and procedures of those systems. Those systems could change their rules and procedures at any time. Broadridge has no control over those systems or their participants, and it takes no responsibility for their activities. Transactions between participants in Euroclear or Clearstream, Luxembourg, on the one hand, and other participants in DTC, on the other hand, would also be subject to DTC's rules and procedures.

Investors will be able to make and receive through Euroclear and Clearstream, Luxembourg payments, deliveries, transfers, exchanges, notices and other transactions involving any securities held through those systems only on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States.

In addition, because of time-zone differences, U.S. investors who hold their interests in the Notes through these systems and wish, on a particular day, to transfer their interests, or to receive or make a payment or delivery or exercise any other right with respect to their interests, may find that the transaction will not be effected until the next business day in Luxembourg or Brussels, as applicable. Thus, investors who wish to exercise rights that expire on a particular day may need to act before the expiration date. In addition, investors who hold their interests through both DTC and Euroclear or Clearstream, Luxembourg may need to make special arrangements to finance any purchase or sales of their interests between the U.S. and European clearing systems, and those transactions may settle later than transactions within one clearing system.



Non-Qualified
[GRANT DATE]

**BROADRIDGE FINANCIAL SOLUTIONS, INC.
2018 OMNIBUS AWARD PLAN
STOCK OPTION GRANT AWARD AGREEMENT
FOR U.S. NON-EMPLOYEE DIRECTORS**

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

1. **Non-Qualified Option.** The number of options granted is equal to the number shown on the Participant’s Online Grant Acceptance page which is accessed through the Morgan Stanley StockPlan Connect website. The applicable number of options is shown with the grant type “NQ” and a grant date of [DATE]. No part of the option granted hereby is intended to qualify as an “incentive stock option” under Section 422 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”).
 2. **Vesting.** Subject to the terms and conditions herein, the option herein granted shall be vested in full upon grant and exercisable in its entirety.
 3. **Termination of Option.** The unexercised portion of the option herein granted shall automatically and without notice terminate and become null and void at the time of the earliest of the following to occur:
 - (a) the expiration of ten (10) years from the date on which the option was granted; or
 - (b) the expiration of three (3) years from the date of termination of the Participant’s service with the Company.
 4. **Exercise Price.** The full price for each of the shares purchased pursuant to the option granted herein shall be [SINSERT DOLLAR AMOUNT].
 5. **Method of Exercise.** Full payment for shares purchased by the Participant shall be made at the time of the exercise of the option in whole or in part, following which uncertificated book-entry shares shall be deposited in the Participant’s account at the Company’s transfer agent promptly thereafter. No shares shall be transferred to the Participant until full payment therefor has been made in accordance with a form of payment provided in Section 7(b)(i) of the Plan, and the Participant shall have none of the rights of a stockholder with respect to any shares subject to this option until such deposit shall have occurred. A cash form of payment under Section 7(b)(i) of the Plan includes, without limitation, cashless exercise whereby the Participant delivers irrevocable instructions to a Company-approved broker to promptly deliver to the Company an amount equal to the purchase price for the shares purchased pursuant to the option herein granted and to satisfy any statutorily required withholding obligations, as applicable.
 6. **Non-Transferability.** The option herein granted is non-assignable and non-transferable, other than by will or by the laws of descent and distribution, and during the Participant’s lifetime shall be exercisable only by the Participant. Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, permit the transfer of the option to the extent such transfer is allowed under the Plan.
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7. **Adjustment.** The option shall be subject to adjustment to the extent provided in Section 13 of the Plan.
8. **Stockholder Rights.** The Participant shall have no rights as a stockholder with respect to any shares of Stock covered by the option unless and until the Participant has become the holder of record of the shares of Stock, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any such shares of Stock, except as otherwise specifically provided for in the Plan.
9. **Plan Controls.** This Award Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Compensation Committee and as may be in effect from time to time. The Plan is incorporated herein by reference. By accepting this Award Agreement, the Participant acknowledges having received or otherwise having been given access to, and read a copy of the Plan and agrees to comply with it, this Award Agreement and all applicable laws and regulations. If and to the extent that this Award Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Award Agreement shall be deemed to be modified accordingly. This Award Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements between the Company and the Participant with respect to the subject matter hereof.
10. **Data Privacy.**
- (a) **Data Collection and Usage.** *The Company collects, processes and uses certain personal information about the Participant, and persons closely associated with the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the legitimate purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is the Participant's consent. Where required under applicable law, Data may also be disclosed to certain securities or other regulatory authorities where the Company's securities are listed or traded or regulatory filings are made.*
 - (b) **Stock Plan Administration Service Providers.** *The Company transfers Data to Morgan Stanley Smith Barney LLC, an independent service provider, which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Data with such other provider serving in a similar manner. The Participant may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.*
 - (c) **International Data Transfers.** *The Company and its service providers are based in the United States. The Participant's country or jurisdiction may have different data privacy laws and protections than the United States. The Company's legal basis, where required, for the transfer of Data is the Participant's consent.*
 - (d) **Data Retention.** *The Company will hold and use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws.*
 - (e) **Voluntariness and Consequences of Consent Denial or Withdrawal.** *Participation in the Plan is voluntary and the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the*

Participant's consent, the Participant's salary from or employment and career with the Company will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant this option or other awards to the Participant or administer or maintain such awards.

*(f) **Declaration of Consent.** By accepting the options and indicating consent via the Company's online acceptance procedure, the Participant is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned above, including recipients located in countries which do not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described above.*

*(g) **Alternative Basis for Data Processing and Transfer.** The Participant understands that the Company may rely on a different legal basis for the processing or transfer of Data in the future and/or request that the Participant provide another data privacy consent form. If applicable and upon request of the Company, the Participant agrees to provide an executed acknowledgement or data privacy consent form to the Company (or any other acknowledgements, agreements or consents that may be required by the Company) that the Company may deem necessary to obtain under the data privacy laws in the Participant's country, either now or in the future. The Participant understands that he or she will not be able to participate in the Plan if he or she fails to execute any such acknowledgement, agreement or consent requested by the Company.*

11. **Uncertificated Book Entry.** Notwithstanding anything else herein, to the extent permitted under applicable federal, state or local law, the Company may issue the shares of Stock pursuant to this option in the form of uncertificated shares. Such uncertificated shares of Stock shall be credited to a book entry account maintained by the Company (or its designee) on behalf of the Participant.
12. **Section 409A.** Although the Company does not guarantee to the Participant any particular tax treatment relating to the option, the option provided hereunder is intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.
13. **Governing Law; Amendment; Venue.** It is understood and agreed that this option has been granted pursuant to the Plan, which shall be governed by, and construed in accordance with, the laws of the State of New York. The Compensation Committee may amend, suspend or terminate this Award Agreement subject to and in accordance with the terms of the Plan. For purposes of litigating any dispute concerning the grant of the option or the Award Agreement, the Participant and the Company agree and consent to the exclusive jurisdiction of the State of New York, and agree that such litigation shall be conducted exclusively in the courts of Nassau County, New York or the federal courts for the United States for the Eastern District of New York, where this grant is made and/or to be performed.
14. **Severability.** Whenever feasible, each provision of this Award Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Award Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Award Agreement.
15. **Successors and Assigns.** Except as otherwise provided herein, this Award Agreement will bind and inure to the benefit of the respective successors and permitted assigns and heirs and legal representatives of the parties hereto whether so expressed or not.
16. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the option and on any shares of Stock acquired under

the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

17. **Compliance with Laws and Regulations.** Notwithstanding any other provisions of the Plan or this Award Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Participant understands that the Company will not be obligated to issue any shares of Stock pursuant to the exercise of the option if the issuance of such shares of Stock shall constitute a violation by the Participant or the Company of any provision of law or regulation of any governmental authority. Further, the Company may amend, suspend or terminate the Plan and the Stock Option Grant Award Agreement subject to and in accordance with the terms of the Plan, including but not limited to, the unilateral authority to amend the Plan and the Stock Option Grant Award Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to the option or the issuance of shares of Stock. Any determination by the Company in this regard shall be final, binding and conclusive.
18. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
19. **Insider Trading Restrictions/Market Abuse Laws.** The Participant acknowledges that, depending on his or her country, the broker's country, or the country in which the shares of Stock are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to directly or indirectly, accept, acquire, sell, or attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (*e.g.*, options), or rights linked to the value of shares of Stock during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws and/or regulations in the applicable jurisdictions or the Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before possessing the insider information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Participant is advised to speak to his or her personal advisor on this matter.
20. **Waivers.** The Participant acknowledges that a waiver by the Company of breach of any provision of the Stock Option Grant Award Agreement shall not operate or be construed as a waiver of any other provision of the Stock Option Grant Award Agreement, or of any subsequent breach by the Participant or any other Participant.
21. **Acceptance of Award.** The Participant shall indicate his or her acceptance of the option in writing below.

By:

Accepted By:

[NAME OF DIRECTOR]

Date: _____



**BROADRIDGE FINANCIAL SOLUTIONS, INC.
2018 OMNIBUS AWARD PLAN
DEFERRED STOCK UNIT AWARD AGREEMENT
FOR U.S. NON-EMPLOYEE DIRECTORS**

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

1. **Number of Units.** The number of Units granted is [GRANT AMOUNT] Units. The number of Units granted is equal to the number shown on the Participant’s Online Grant Acceptance page which is accessed through the Morgan Stanley StockPlan Connect website.
 2. **Value of the Unit.** On any date, the value of each Unit shall equal the Fair Market Value of a share of the Company’s Common Stock, par value \$0.01 per share (“Stock”).
 3. **Vesting.** The Units herein granted shall be vested in full upon grant.
 4. **Delivery of Stock.** Subject to the terms and conditions herein, upon the Participant’s Separation From Service with the Company (within the meaning of Treas. Reg. Section 1.409A-1(h)), the Company shall issue and deliver, through an uncertificated book entry or similar method, to the Participant a number of shares of Stock without restrictions equal to the aggregate number of vested Units credited to the Participant. These shares will be registered in the name of the Participant for such Stock and subject to any applicable withholding.
 5. **Purchase Price.** The full price for each of the shares of Stock subject to the Units granted herein shall be **\$0.00**.
 6. **Dividend Equivalents.** As of each date on which a cash dividend is paid on the Stock, the number of Units subject to this Deferred Stock Unit award shall be increased by that number of Units (with fractional Units rounded down to the nearest whole Unit) determined by (i): multiplying the amount of such dividend (per share) by the number of unpaid Units subject to this Deferred Stock Unit Award immediately before the payment of the dividend; and (ii) dividing the total so determined by the Fair Market Value as defined in the Plan of a share of Stock on the date of payment of such cash dividend. Such additional Units shall have the same terms and conditions, including, without limitation, vesting and distribution terms and conditions, as the Units in respect of which they were awarded.
 7. **No Stockholder Rights.** The Participant will have no rights as a stockholder with regard to the Units prior to distribution of the Stock subject to the Units.
 8. **Non-Transferability.** The Units herein granted are non-assignable and non-transferable, other than by will or by the laws of descent and distribution. Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, permit the transfer of the Units to the extent such transfer is allowed under the Plan.
 9. **Adjustment.** The Units shall be subject to adjustment to the extent provided in Section 13 of the Plan.
 10. **Plan Controls.** This Award Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Compensation Committee and as may be in effect
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from time to time. The Plan is incorporated herein by reference. By accepting this Award Agreement, the Participant acknowledges having received or otherwise having been given access to, and read a copy of the Plan and agrees to comply with it, this Award Agreement and all applicable laws and regulations. If and to the extent that this Award Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Award Agreement shall be deemed to be modified accordingly. This Award Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements between the Company and the Participant with respect to the subject matter hereof.

11. **Data Privacy.**

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

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

12. **Uncertificated Book Entry.** Notwithstanding anything else herein, to the extent permitted under applicable federal, state or local law, the Company may issue the shares of Stock pursuant to the Units in the form of uncertificated shares. Such uncertificated shares of Stock shall be credited to a book entry account maintained by the Company (or its designee) on behalf of the Participant.
13. **Section 409A.** Although the Company does not guarantee to the Participant any particular tax treatment relating to the Units, the Units provided hereunder are intended to comply with the applicable requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), to the extent subject thereto, and shall be limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. Notwithstanding any provision to the contrary in this Agreement, if the Participant is deemed on the date of his or her Separation From Service with the Company to be a "specified employee" (within the meaning of Treas. Reg. Section 1.409A-1(i)), then with regard to any distribution of Stock that is considered deferred compensation under Section 409A of the Code payable on account of a Separation From Service that is required to be delayed pursuant to Section 409A(a)(2)(B) of the Code (after taking into account any applicable exceptions to such requirement), such distribution shall be made on the date that is the earlier of (i) the expiration of the six-month period measured from the date of the Participant's Separation From Service, or (ii) the date of the Participant's death (the "Delay Period"). Upon the expiration of the Delay Period, all distributions delayed pursuant to this Section 13 shall be made to the Participant in a lump sum.
14. **Governing Law; Amendment, Venue.** It is understood and agreed that these Units have been granted pursuant to the Plan which shall be governed by, and construed in accordance with, the laws of the State of New York. The Compensation Committee may amend, suspend or terminate this Award Agreement subject to and in accordance with the terms of the Plan. For purposes of litigating any dispute concerning the grant of the Units or the Award Agreement, the Participant and the Company agree and consent to the exclusive jurisdiction of the State of New York, and agree that such litigation shall be conducted exclusively in the courts of Nassau County, New York or the federal courts for the United States for the Eastern District of New York, where this grant is made and/or to be performed.
15. **Severability.** Whenever feasible, each provision of this Award Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Award Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Award Agreement.
16. **Successors and Assigns.** Except as otherwise provided herein, this Award Agreement will bind and inure to the benefit of the respective successors and permitted assigns and heirs and legal representatives of the parties hereto whether so expressed or not.
17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Units and on any shares of Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
18. **Compliance with Laws and Regulations.** Notwithstanding any other provisions of the Plan or this Award Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Participant understands that the Company will not be obligated to issue

any shares of Stock pursuant to the Units if the issuance of such shares of Stock shall constitute a violation by the Participant or the Company of any provision of law or regulation of any governmental authority. Further, the Company may amend, suspend or terminate the Plan and the Award Agreement subject to and in accordance with the terms of the Plan, including but not limited to, the unilateral authority to amend the Plan and the Award Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to the Units or the issuance of shares of Stock. Any determination by the Company in this regard shall be final, binding and conclusive.

19. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
20. **Insider Trading Restrictions/Market Abuse Laws.** The Participant acknowledges that, depending on his or her country, the broker's country, or the country in which the shares of Stock are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to directly or indirectly, accept, acquire, sell, or attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Units), or rights linked to the value of shares of Stock during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws and/or regulations in the applicable jurisdictions or the Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before possessing the insider information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Participant is advised to speak to his or her personal advisor on this matter.
21. **Waivers.** The Participant acknowledges that a waiver by the Company of breach of any provision of the Award Agreement shall not operate or be construed as a waiver of any other provision of the Award Agreement, or of any subsequent breach by the Participant or any other Participant.
22. **Acceptance of Award.** The Participant shall indicate his or her acceptance of the Units in writing below.

By:

Accepted By:

[NAME OF DIRECTOR]

Date: _____



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

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

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

(i) If the Retirement occurs after the end of the Performance Period, the Units shall vest in full on ____ at the percentage of Target calculated as set forth in Section 4(h) below (or calculated as set forth in Section 4(f) below, if Retirement occurs after a Change in Control).

(ii) If the Retirement occurs during the Performance Period, the Target shall be prorated based on the portion of the Performance Period completed as of the date of Termination of Employment, rounded to the nearest full fiscal quarter, and the Units shall vest on ____ at the percentage of the prorated Target calculated as set forth in Section 4(h) below for the full Performance Period (or calculated as set forth in Section 4(f) below, if Retirement occurs after a Change in Control).

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

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

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

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

(ii) If the Termination of Employment occurs during the Performance Period, the Target shall be prorated based on the portion of the Performance Period completed as of the date of Termination, rounded to the nearest full fiscal quarter, and, so long as the Participant's Severance Period (as defined below) ends on or after [VEST DATE], shall vest on [VEST DATE] at the percentage of the prorated Target calculated as set forth in Section 4(h) below for the full Performance Period.

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

(f) If a Change in Control (as defined in the Plan) occurs during the first year of the Performance Period, the Performance Goal will be treated as earned at 100% of Target and such Units will vest as otherwise set forth above; provided, however, that if, within two years after the Change in Control, the Participant experiences a Termination of Employment without CIC Plan Cause (as defined below) or by the Participant

for Good Reason that is not followed by an immediate re-hire by the Company or any of its Affiliates, then the Units (at Target) will vest at the time of such Termination of Employment.

If a Change in Control occurs during the second year of the Performance Period, the Performance Goal will be calculated based on Company performance through the last completed fiscal quarter prior to the Change in Control (by annualizing any part year earnings, as determined by the Compensation Committee) and any such earned Units will vest as otherwise set forth above; provided, however, that if, within two years after the Change in Control, the Participant experiences a Termination of Employment without CIC Plan Cause or by the Participant for Good Reason that is not followed by an immediate re-hire by the Company or any of its Affiliates, then any such earned Units will vest at the time of such Termination of Employment.

If a Change in Control occurs following the end of the Performance Period and, within two years after the Change in Control, the Participant experiences a Termination of Employment without CIC Plan Cause or by the Participant for Good Reason that is not followed by an immediate re-hire by the Company or any of its Affiliates, then any Units earned for the Performance Period under Section 4(h) below will vest at the time of such Termination of Employment.

For purposes hereof, "CIC Plan Cause" means "Cause" as defined in the Company's Change in Control Severance Plan for Corporate Officers, as amended from time to time.

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

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

- (g) Except as provided in Section 4(d) or 4(e) above, no Units shall vest following the Participant's Termination of Employment and any Units that are unvested immediately following Termination of Employment will be forfeited.
- (h) The Performance Goals are based on the following two-year average Broadridge fully-diluted earnings per share targets:

[]

"EPS" is defined as the average diluted earnings per share from continuing operations as reported in the Company's financial statements for the 2021 and 2022 fiscal years, as adjusted by the Compensation Committee to exclude amortization of acquired intangibles and purchased intellectual property, and acquisition and integration costs, and as further adjusted by the Compensation Committee pursuant to the Plan to exclude the impact of the amount of all items of gain, loss, charge or expense relating to the items set forth on Exhibit A hereto for the 2021 and 2022 fiscal years.

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

Participant of, the applicable tax withholding amount by any other method the Compensation Committee deems acceptable and in accordance with the Plan.

14. **Data Privacy**

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

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

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

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

By:

Date: [GRANT DATE]



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

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

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

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

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

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

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

- (e) If a Change in Control (as defined in the Plan) occurs and, within two years thereafter, the Participant experiences a Termination of Employment without CIC Plan Cause (as defined below) or by the Participant for Good Reason that is not followed by an immediate re-hire by the Company or any of its Affiliates, then the Units will vest in full at the time of such Termination of Employment. For purposes hereof, "Good Reason" means the occurrence of any of the following after a Change in Control without the Participant's written consent: (i) material diminution with respect to the Participant's position, duties, responsibilities, or authority as of the date immediately prior to the Change in Control; (ii) a material reduction in the Participant's aggregate compensation and benefits; (iii) a failure of any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) of the Company to assume in writing the obligations hereunder; or (iv) a change in the location of the Participant's primary worksite by more than fifty (50) miles from the location immediately prior to the Change in Control. A termination for Good Reason shall mean a termination by the Participant effected by written notice given by the Participant to the Employer within 30 days after the occurrence of the Good Reason event, unless the Employer shall, within 15 days after receiving such notice, take such action as is necessary to fully remedy such Good Reason event in which case the Good Reason event shall be deemed to have not occurred.

For purposes hereof, "CIC Plan Cause" means "Cause" as defined in the Company's Change in Control Severance Plan for Corporate Officers, as amended from time to time.

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

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

- (f) Except as provided in Section 3(c) or 3(d) above, no Units shall vest following the Participant's Termination of Employment and any Units that are unvested immediately following Termination of Employment will be forfeited.

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

Participant of, the applicable tax withholding amount by any other method the Compensation Committee deems acceptable and in accordance with the Plan.

13. **Data Privacy**

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

either now or in the future. The Participant understands that he or she will not be able to participate in the Plan if he or she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.

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

Clawback. As a condition to the grant of these Units, the Participant agrees that he or she will be subject to, and comply with the terms of, the Company's Clawback Policy as in effect from time to time as it applies to any compensation, including equity awards, bonus and other incentive awards. By accepting this Award Agreement, the Participant hereby acknowledges having received, or otherwise having been given access to, and read a copy of the Clawback Policy, as in effect on the Date of Grant.
17. **Severability.** Whenever feasible, each provision of this Award Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Award Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Award Agreement.

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

By:

Date: [GRANT DATE]



[GRANT DATE]

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

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

1. **Non-Qualified Option.** The number of options granted is equal to the number shown on the Participant’s Online Grant Acceptance page which is accessed through the Morgan Stanley StockPlan Connect website. The applicable number of options is shown with the grant type “NQ” and a grant date of [DATE]. No part of the option granted hereby is intended to qualify as an “incentive stock option” under Section 422 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”).
2. **Vesting.**
 - (a) Subject to the terms and conditions herein, the option herein granted shall become exercisable in whole or in part as follows; provided (except as specifically provided below) that the Participant is continuously employed by the Company or any of its Affiliates through the applicable vesting date:
 - (i) Exercisable as to **25% of the shares** on and after [VESTING DATE];
 - (ii) Exercisable as to an additional **25% of the shares** on and after [VESTING DATE];
 - (iii) Exercisable as to an additional **25% of the shares** on and after [VESTING DATE];
 - (iv) Exercisable as to an additional **25% of the shares** on and after [VESTING DATE]; and
 - (v) Exercisable in full upon the Participant experiencing a Termination of Employment due to his or her death or Disability. For purposes of this Award Agreement, “Disability” shall mean qualification for long-term disability benefits under the long-term disability plan or policy, as it may be amended from time to time, of the Company or, if different, the Affiliate which employs the Participant (the “Employer”), regardless of whether the Participant is covered by such policy. If the Company or the Employer does not have a long-term disability policy, “Disability” means that a Participant is unable to carry out the responsibilities and functions of the positions held by the Participant by reason of any medically determined physical or mental impairment for a period of not less than one hundred and eighty (180) consecutive days. A Participant shall not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Company in its discretion.
 - (b) Notwithstanding Section 2(a) above, if the Participant experiences a Termination of Employment due to his or her Retirement (as defined below) or due to the termination of his or her employment without Cause (as defined below), in each case, that is not followed by an immediate re-hire by the Company or any of its Affiliates, this option will vest as follows:

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

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

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

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

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

- (c) Notwithstanding Section 2(a) above, if a Change in Control (as defined in the Plan) occurs and, within two years thereafter, the Participant experiences a Termination of Employment by the Company without CIC Plan Cause (as defined below) or by the Participant for Good Reason that is not followed by an immediate re-hire by the Company or any of its Affiliates, then this option will become vested and exercisable in full at the time of such Termination of Employment. For purposes hereof, "Good Reason" means the occurrence of any of the following after a Change in Control without the Participant's written consent: (i) material diminution with respect to the Participant's position, duties, responsibilities, or authority as of the date immediately prior to the Change in Control; (ii) a material reduction in the Participant's aggregate compensation and benefits; (iii) a failure of any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) of the Company to assume in writing the obligations hereunder; or (iv) a change in the location of the Participant's primary worksite by more than fifty (50) miles from the location immediately prior to the Change in Control. A termination for Good Reason shall mean a termination by the Participant effected by written notice given by the Participant to the Employer within 30 days after the occurrence of the Good Reason event, unless the Employer shall, within 15 days after receiving such notice, take such action as is necessary to fully remedy such Good Reason event in which case the Good Reason event shall be deemed to have not occurred.

For purposes hereof, "CIC Plan Cause" means "Cause" as defined in the Company's Change in Control Severance Plan for Corporate Officers, as amended from time to time.

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

- (d) Except as otherwise set forth in sub-paragraph (b) above, no shares shall become exercisable following the Participant's Termination of Employment.
 - (e) There shall be no proportionate or partial vesting in the periods prior to each vesting date and all vesting shall occur only on the appropriate vesting date, provided, except as otherwise set forth in sub-paragraph (b) above, that the Participant has not experienced a Termination of Employment at any time prior to such vesting date.
3. **Termination of Option.** The unexercised portion of the option herein granted shall automatically and without notice terminate and become null and void at the time of the earliest of the following to occur:
- (a) the expiration of ten years from the date on which the option was granted;
 - (b) the expiration of 60 days from the date of the Participant's Termination of Employment; *provided, however*, that (i) if the Participant's Termination of Employment is due to the Disability of the Participant, the provisions of sub-paragraph (c) below shall apply, (ii) if the Participant's Termination of Employment is due to his or her death during employment by the Employer or an Affiliate or the Participant dies during the 60-day period following the date of the Participant's Termination of Employment, the provisions of sub-paragraph (d) below shall apply; (iii) if the Participant experiences a Termination of Employment due to his or her Retirement, the provisions of sub-paragraph (e) below shall apply; (iv) if the Participant experiences a Termination of Employment due to his or her "Early Retirement" (defined as at least 55 years of age at the time of termination with at least five credited years of service with the Company or an Affiliate) at the time of the Participant's Termination of Employment, the provisions of sub-paragraph (f) below shall apply; and (v) if the Participant experiences a Termination of Employment without Cause, and not due to the Participant's Retirement or as described in Section 2(c) above that is not followed by an immediate re-hire by the Company or any of its Affiliates, and provided the Participant is entitled to continued vesting through the Severance Period pursuant to Section 2(b)(ii), the provisions of sub-paragraph (g) below shall apply.
 - (c) if Section 3(b)(i) applies, the expiration of 12 months after the Participant's Termination of Employment because of Disability of the Participant; *provided, however*, that if such Participant shall die during such 12 month period, then the unexercised portion shall become null and void 12 months after the death of the Participant;
 - (d) if Section 3(b)(ii) applies, the expiration of 12 months after the death of the Participant;
 - (e) if Section 3(b)(iii) applies, the expiration of 36 months after the Retirement of the Participant; *provided, however*, that if such Participant shall die during the 36 month period following the date of such Participant's Retirement, then the unexercised portion shall become null and void on the later of (i) the expiration of 36 months after the Retirement of Participant, and (ii) 12 months after the death of the Participant;
 - (f) if Section 3(b)(iv) applies, the expiration of 12 months after the Participant's Termination of Employment; *provided, however*, that if such Participant shall die during such 12 month period, then the unexercised portion shall become null and void on the later of (i) the expiration of 12 months after the Participant's Termination of Employment, and (ii) 12 months after the death of the Participant; and

- (g) if Section 3(b)(v) applies, the expiration of 60 days following the Severance Period; *provided, however*, that if such Participant shall die during such Severance Period, then the unexercised portion shall become null and void on the later of (i) the expiration of 60 days following the Severance Period, and (ii) 12 months after the death of the Participant.
4. **Term of Option.** For the avoidance of doubt, and notwithstanding any provision or interpretation of Section 3 to the contrary, the unexercised portion of the option herein granted shall automatically and without notice terminate and become null and void upon the expiration of ten years from the date on which the option was granted.
 5. **Exercise Price.** The full price for each of the shares purchased pursuant to the option granted herein shall be \$[INSERT DOLLAR AMOUNT].
 6. **Method of Exercise.** Full payment for shares purchased by the Participant shall be made at the time of the exercise of the option in whole or in part, following which uncertificated book entry shares shall be deposited in the Participant's account at the Company's transfer agent promptly thereafter. No shares shall be transferred to the Participant until full payment therefor has been made in accordance with a form of payment provided in Section 7(b)(i) of the Plan, and the Participant shall have none of the rights of a stockholder with respect to any shares subject to this option until such deposit shall have occurred. A cash form of payment under Section 7(b)(i) of the Plan includes, without limitation, cashless exercise whereby the Participant delivers irrevocable instructions to a Company-approved broker to promptly deliver to the Company an amount equal to the purchase price for the shares purchased pursuant to the option herein granted and to satisfy any statutorily required withholding obligations, as applicable.
 7. **Non-Transferability.** The option herein granted is non-assignable and non-transferable, other than by will or by the laws of descent and distribution, and during the Participant's lifetime shall be exercisable only by the Participant. Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, permit the transfer of the option to the extent such transfer is allowed under the Plan.
 8. **Adjustment.** The option shall be subject to adjustment to the extent provided in Section 13 of the Plan.
 9. **Restrictive Covenants.** The option granted hereunder shall be immediately forfeited and all rights hereunder shall be cancelled immediately unless (i) the Participant had accepted and delivered to the Company in connection with previous option grants a restrictive covenant substantially in the form enclosed with this Award Agreement, or (ii) the Participant accepts and delivers the restrictive covenant enclosed herewith within six months of the Grant Date of the option set forth above and returns one to Broadridge Financial Solutions, Inc., 5 Dakota Drive, Suite 300, Lake Success, New York 11042, United States of America, Attention: Compensation Department. If the Company does not receive confirmation of acceptance of the restrictive covenant within such six-month period, this grant shall be canceled and forfeited in its entirety.
 10. **Stockholder Rights.** The Participant shall have no rights as a stockholder with respect to any shares of Stock covered by the option unless and until the Participant has become the holder of record of the shares of Stock, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any such shares of Stock, except as otherwise specifically provided for in the Plan.
 11. **Plan Controls.** This Award Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Compensation Committee and as may be in effect from time to time. The Plan is incorporated herein by reference. By accepting this Award Agreement, the Participant acknowledges having received or otherwise having been given access to, and read a copy of the Plan and agrees to comply with it, this Award Agreement and all applicable laws and regulations. If and to the extent that this Award Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Award Agreement shall be deemed to be modified accordingly. Subject to Section 9 above and Section 18 below, this

Award Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements between the Company and the Participant with respect to the subject matter hereof.

12. **No Guarantee of Employment.** This Award Agreement is not an agreement of employment or other services. This grant of the option does not guarantee that the Employer will employ the Participant for any specific time period, nor does it modify in any respect the Employer's right to terminate or modify the Participant's employment or compensation at any time.
13. **Withholding.** Pursuant to such procedures as the Compensation Committee may establish from time to time, the Company shall withhold, or shall require payment by or on behalf of the Participant of, the amount of all applicable U.S. and non-U.S. federal, state or local taxes in connection with the option that the Company is required to withhold in accordance with applicable law; provided that the Compensation Committee, in its sole discretion and pursuant to such procedures as it may establish from time to time, may permit the Participant to satisfy such taxes, in whole or in part, by withholding from the shares of Stock otherwise deliverable to the Participant under the option a number of shares of Stock with a value not to exceed the amount of such taxes determined at the maximum individual rate applicable in the relevant jurisdiction.

14. **Data Privacy.**

*(a) **Data Collection and Usage.** The Company and the Employer collects, processes and uses certain personal information about the Participant, and persons closely associated with the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the legitimate purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is the Participant's consent. Where required under applicable law, Data may also be disclosed to certain securities or other regulatory authorities where the Company's securities are listed or traded or regulatory filings are made.*

*(b) **Stock Plan Administration Service Providers.** The Company transfers Data to Morgan Stanley Smith Barney LLC, an independent service provider, which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Data with such other provider serving in a similar manner. The Participant may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.*

*(c) **International Data Transfers.** The Company and its service providers are based in the United States. The Participant's country or jurisdiction may have different data privacy laws and protections than the United States. The Company's legal basis, where required, for the transfer of Data is the Participant's consent.*

*(d) **Data Retention.** The Company will hold and use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws.*

*(e) **Voluntariness and Consequences of Consent Denial or Withdrawal.** Participation in the Plan is voluntary and the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing the*

Participant's consent is that the Company would not be able to grant this option or other awards to the Participant or administer or maintain such awards.

*(f) **Declaration of Consent.** By accepting the option and indicating consent via the Company's online acceptance procedure, the Participant is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned above, including recipients located in countries which do not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described above.*

*(g) **Alternative Basis for Data Processing and Transfer.** The Participant understands that the Company may rely on a different legal basis for the processing or transfer of Data in the future and/or request that the Participant provide another data privacy consent form. If applicable and upon request of the Company, the Participant agrees to provide an executed acknowledgement or data privacy consent form to the Employer or the Company (or any other acknowledgements, agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Participant's country, either now or in the future. The Participant understands that he or she will not be able to participate in the Plan if he or she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.*

15. **Uncertificated Book Entry.** Notwithstanding anything else herein, to the extent permitted under applicable federal, state or local law, the Company may issue the shares of Stock pursuant to this option in the form of uncertificated shares. Such uncertificated shares of Stock shall be credited to a book entry account maintained by the Company (or its designee) on behalf of the Participant.
16. **Section 409A.** Although the Company does not guarantee to the Participant any particular tax treatment relating to the option, the option provided hereunder is intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.
17. **Governing Law; Amendment; Dispute Resolution; Venue.** It is understood and agreed that this option has been granted pursuant to the Plan, which shall be governed by, and construed in accordance with, the laws of the State of New York. The Compensation Committee may amend, suspend or terminate this Award Agreement subject to and in accordance with the terms of the Plan. For purposes of litigating any dispute concerning the grant of the option, the Award Agreement or the restrictive covenants referred to in Section 9 above, the Participant and the Company agree and consent to the exclusive jurisdiction of the State of New York, and agree that such litigation shall be conducted exclusively in the courts of Nassau County, New York or the federal courts for the United States for the Eastern District of New York, where this grant is made and/or to be performed; provided, however, that, notwithstanding the foregoing, (except for any matters related to restrictive covenants) if the Participant is also eligible to participate in the Company's Officer Severance Plan or the Company's Management Severance Plan, then the dispute resolution provisions of the Officer Severance Plan or the Management Severance Plan, as applicable to the Participant, shall also apply to disputes between the Company and the Participant concerning the grant of the option, this Award Agreement and any other award agreement between the Company and the Participant.
18. **Clawback.** As a condition to the grant of this option, the Participant agrees that he or she will be subject to, and comply with the terms of, the Company's Clawback Policy as in effect from time to time as it applies to any compensation, including equity awards, bonus and other incentive awards. By accepting this Award Agreement, the Participant hereby acknowledges having received, or otherwise having been given access to, and read a copy of the Clawback Policy, as in effect on the Date of Grant.

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

By:

Date: [GRANT DATE]



Broadridge Financial Solutions, Inc. Code of Business Conduct and Ethics

Updated as of August 6, 2021

Who is this code for?

- This Code of Business Conduct and Ethics (the “Code”) outlines how we conduct ourselves: the policies, expectations and high standards everyone must follow at all times. Our Code is global, mandatory and applies to everyone at Broadridge (from Directors to new hires); associates in every role, at every level and in all locations must adhere to it.
- As an associate, you have a responsibility to accomplish your job with the highest level of integrity. Your work must always be carried out in compliance with law and this Code. You are also obligated to speak up when you have a question or concern, and if you become aware of a potential violation of the Code, you must report it. There are no exceptions to these expectations.
- The performance of our services consistent with our values enables many of the world’s leading global institutions to rely on us. Their confidence depends on our uncompromising honesty and integrity.

Our Values

Honesty & Integrity

- Honesty and integrity are essential to every aspect of our business: every activity, every interaction and every communication. Our reputation and success are built on uncompromising honesty and integrity that must never be jeopardized. It is our personal responsibility to maintain the trust and loyalty of others by what we say and do as individuals.
- The importance of honesty and integrity applies to Broadridge officers, directors, associates, business partners, independent contractors, consultants and others who conduct business on our behalf.

Reliability

- We keep our promises, we meet our obligations and we do the right thing in every situation.
- Acting with integrity is a shared commitment. We must all be alert for situations that violate our Code, our policies, our procedures or the law. We are not only personally accountable for complying with our Code, but we also have a responsibility to discuss ethical concerns, ask questions and report misconduct. Ignoring unethical behavior and Code violations can result in serious consequences.
- Your conduct reinforces an ethical atmosphere and positively influences the conduct of fellow associates. If you are powerless to stop suspected misconduct or discover it after it has occurred, you must still report it to the appropriate level of management at your location.

Trust

- By speaking up, you assure that we protect our reputation as well as the interests of our clients. Every concern you raise will receive our prompt and conscientious attention, ensuring that we are lawful, ethical and honest in everything we do.
-

- Trust is built on each of us feeling valued and heard. Consequently, we always cooperate with inquiries or investigations that result from a concern raised or a report made, knowing that calls, detailed notes and/or emails will be dealt with on a “need to know” basis.

Respect

- The way we engage with each other sets the tone for all our business relationships. It is crucial that we treat each other with dignity and respect. By being courteous and fair in our interactions, and taking pride in creating a positive environment, we ensure that our congenial spirit of cooperation continues to thrive.

Managers: Leaders in Broadridge Values

- Managers are critical in promoting and implementing this Code. They must model ethical behavior and promote a workplace where associates feel comfortable coming forward with concerns and questions. If you are a Broadridge manager, look to our values which are the pillars of our business ethics as your guide. Managers lead by example and reinforce ethical behavior. Managers communicate expectations clearly and foster a positive work environment, free from harassment, retaliation and unfair treatment. They encourage transparency, respect and confidentiality, and avoid conflicts of interest.

Workplace Environment

Diversity & Inclusion

- We believe that diversity and inclusion in our workforce are central to business excellence. As associates, we are part of a global network of talented, client-centric, forward-thinking people. We know that every associate matters and that we all benefit from diversity and inclusion. We are sensitive to cultural differences and respect individual attributes, customs and viewpoints, knowing they contribute to our performance and enhance our productivity. Our goal is to create an inclusive work environment that brings out the best in all of us. Please see the [Broadridge Inclusiveness Pledge](#).

Non-discrimination

- Unlawful discrimination is never acceptable, and decisions cannot be based on prejudices of any kind. We follow employment laws that prohibit discrimination based on age, race, gender, religion, national origin, non-job related physical or mental disability, sexual orientation, marital status, gender identity or expression, genetic predisposition or carrier status and other protected characteristics. Making employment-related decisions based on any of these traits is not allowed; such decisions must be based on an individual’s skills, knowledge, performance, talent and capabilities. For more on prohibiting discrimination, please see our policies, including [Equal Employment Opportunity and Policy Against Discrimination and Harassment \(U.S.\)](#) and [Equal Opportunities Policy \(UK\)](#).

Harassment

- We do not tolerate conduct that contributes to a hostile work environment. Any conduct toward associates, clients, contractors, business partners or others that is unwelcome, offensive or intimidating is prohibited, including:
 - Conversations or images of a sexual, crude or obscene nature
 - Jokes or teasing comments concerning sex, sexual orientation, gender, age, race, disability or other protected traits
 - Demeaning remarks
 - Touching others inappropriately

- Indecent gestures

More information on this topic, including company policies, is available for associates on My Broadridge, the local employee handbook or from their HR business partner.

Safe Workplace

- We are committed to a non-violent working environment that is free of threats and physical harm. We can never intentionally harm another person or damage property. Acts or threats of violence directed toward another person or Broadridge property must always be reported. We can never bring weapons or other dangerous devices on Broadridge property, including our parking lots and company-owned vehicles, or on our clients' property. We follow workplace safety rules and obey posted warning signs and restrictions. We also practice good physical security habits, never allowing unauthorized individuals into secure areas.

Abusive Conduct and Bullying

- A workplace free of abusive behavior and bullying keeps us safe and able to concentrate fully on our jobs. We are polite, respectful and resolve disagreements calmly. We can never bully, threaten, intimidate or harm another person through writing, speaking or non-verbal behavior, such as gestures, expressions or physical conduct.

Alcohol and Drug Abuse

- Substance abuse negatively affects job performance, creates safety hazards and puts everyone at risk. We can never be under the influence of alcohol, illegal drugs or any other controlled substance while on the job and their use or possession is prohibited at work. Medications are permitted when used as a doctor prescribes, or in accordance with directions for over-the-counter medications, and if they do not impact safety or job performance. Smoking – including cigarettes, e-cigarettes, cigars or pipes – is only allowed in designated areas. Our substance-free workplace policy applies to our associates, vendors, clients and visitors.

Social Media

- As individuals, we are responsible in our use of social media. Harassing a coworker, commenting about clients or sharing confidential business information are only a few examples of unacceptable activities that can have a negative or damaging impact on you, Broadridge and our stakeholders. Our policies apply to our use of social media in the same way they would apply to other communications.
- Broadridge supports an associate's right to speak out publicly about matters of public concern or to participate in concerted activities related to the terms and conditions of employment. Nothing in this section of our Code or in any of our policies is intended to limit or interfere with that right.
- We do not hold ourselves out as representing Broadridge unless authorized. Only certain individuals are authorized to speak on behalf of Broadridge.

For more on social media, please see our [Public Communications and Social Media Policy](#).

Respect for Associate Privacy

- We protect our associates' personal information from unauthorized use and disclosure, limiting access to those who need it for the legitimate conduct of company business. Personal information must be kept safe from improper or illegal use or transfer. We take appropriate measures to protect personal information consistent with applicable privacy laws.

Broadridge and Third-Party Property

We protect all property owned by Broadridge from loss, damage, waste and misuse. This includes financial assets such as cash and bank accounts; physical assets including our facilities, equipment and vehicles;

technology such as computers, software and information systems; and intellectual property such as company strategies and financial projections.

Physical Company Assets

- We take care of Broadridge's assets, including equipment, office space and electronics, always securing them against loss, theft or damage. We recognize that all communications sent or received on our equipment (such as e-mail, instant messaging, text messaging, voicemail, conference equipment, company cell phones and handheld devices) are company assets, and Broadridge has the right to monitor them, unless prohibited by local laws.

Software

- We only distribute and disclose Broadridge and third-party software to associates authorized to use it, and to clients in accordance with terms of a Broadridge agreement. We do not copy software without authorization and only use it to perform assigned responsibilities. All third-party software must be properly licensed, and we abide by the terms and conditions of the license agreements, including various restrictions on the disclosure, use and copying of software.

Intellectual Property

- Our products, ideas and logos are all examples of intellectual property that must be protected. We can never disclose confidential information about our company or a client unless specifically authorized by management. We all have responsibility to protect proprietary information, even when we no longer work at Broadridge.
- If you are involved in the design, development, testing, modification or maintenance of Broadridge software, you must not tarnish or undermine the legitimacy and "cleanliness" of Broadridge products by copying or using unauthorized third-party software or confidential information. We do not possess, use or discuss proprietary computer code, output, documentation or trade secrets of a non-Broadridge party, unless authorized. Intentional duplication or copying of the "look and feel" of others' software is not permitted.

For more on intellectual property, please see our [Intellectual Property Policy](#).

Conflicts of Interest

We are impartial and objective when making business decisions, never allowing a conflict of interest – or even the appearance of a conflict – that could affect our judgment. We avoid personal relationships, investments and associations that could interfere with Broadridge's business interests and our independent exercise of judgment in Broadridge's best interests. We strive to never exploit our position at Broadridge for personal gain.

Conflicts of interest can exist when we:

- Engage in Broadridge business transactions with relatives or friends
- Use Broadridge property, non-public Broadridge, client or vendor information, or Broadridge position for personal gain or for the benefit of our relatives or friends (including using such information for securities transactions)
- Have more than a modest financial interest in Broadridge's vendors, clients or competitors
- Receive a loan, or guarantee of obligations, from Broadridge or a third party as a result of our position at Broadridge
- Compete, or prepare to compete, with Broadridge while still employed here

These are only a few of the situations describing a conflict of interest. Whenever you have concerns about a situation, or even the way the situation appears, report it immediately.

Family Relationships

We recognize that supervising or working closely with a family member can interfere with the ability to make objective decisions. If a relative or close friend has a business relationship with Broadridge, we disclose the relationship to our supervisor.

Board Service

Engaging in volunteer activities and the outside business community helps us contribute to personal causes. However, we know that taking on an advisory role – such as a board member, consultant, officer or partner – for a Broadridge business partner, competitor or professional organization requires authorization in order to avoid a potential conflict of interest.

Gifts and Entertainment

- Exchanging gifts can strengthen business relationships, but it can also create conflicts of interest. Other than modest gifts exchanged in the normal course of business – including travel or entertainment – we do not give gifts to, or receive gifts from, Broadridge's clients and vendors. This restriction applies to our family members as well. If a gift is substantial, prior approval from senior management or the Director of Compliance is required before giving or receiving the gift.
- Refusing a gift or invitation is not always easy, especially if it might damage a business relationship. By asking your supervisor before accepting, you can respond appropriately.
- Any associate who pays or receives bribes or kickbacks will be immediately terminated and reported, as warranted, to the appropriate authorities. This includes the offer or acceptance of anything of value intended to improperly obtain favorable treatment.

More information on this topic, including company policies, is available for associates on My Broadridge, the local employee handbook or from their HR business partner.

Dealing with Government Officials

- Government employee interactions are different than other business relationships. Many governmental bodies strictly prohibit the receipt of any gratuities by their employees, including meals and entertainment. We are aware of and strictly follow these prohibitions.

Investments

- Investing or having more than a modest financial interest in one of Broadridge's clients, vendors or competitors could result in a conflict of interest. We avoid these investments and all other financial involvement as do our family members.

Political Activity

- As members of our communities, we may voluntarily engage in the political process on our own time with our own personal resources. This includes money as well as equipment such as computers, phones and printers. No company funds may be given directly to political candidates without the prior approval of the CEO, or in his absence, the General Counsel.
- When we make politically-related comments, we state them as our own views and not those of Broadridge. We are respectful of our colleagues, never pressuring them to get involved in the causes we support.

For more on this topic, please see our Political Contributions Policy.

Fair Business Practices

Bribery and Corruption

- We conduct business ethically with zero tolerance for corruption or bribery. We succeed because we work hard and are committed to our clients. We can never accept, request or offer anything of value (tangible or intangible), such as cash, gifts, discounts, contributions or promise of a job offer to obtain or retain business, influence a decision or gain an advantage.
- Bribery and corruption have serious consequences for us and our company. We comply with anti-bribery and anti-corruption laws wherever we do business. Because we can be held responsible if a third party offers a bribe on our behalf, we are careful when selecting business partners and hold them to these standards as well.

For more on this topic, please see our [Anti-Bribery Policy](#).

Fair Dealings and Prevention of Fraud

- We are always fair in our dealings with fellow associates, vendors and clients. We can never take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice. The act of deception intended to result in financial or personal gain or a benefit for the company is fraud and must be prevented or stopped.

Antitrust Laws

- We compete fairly and support open and honest competition. We comply with all applicable fair competition and antitrust laws, knowing these laws help businesses compete fairly and honestly and prohibit conduct that reduces or restrains competition.
- We can never use information that was improperly obtained, such as confidential information from clients or other third parties. We do not share our pricing information with competitors or agree with competitors to set pricing or allocate territories or market share.
- We communicate carefully, as casual conversations, emails or social media exchanges can be misinterpreted and viewed as anti-competitive. When we are uncertain whether a contemplated action raises unfair competition or antitrust issues, we contact the [Legal Department](#) for assistance.

Anti-Money Laundering

- We watch for the crime of money laundering, vigilantly monitoring financial transactions and taking care to know our customers. To prevent illegally generated funds from moving through Broadridge, we look for suspicious transactions, use good judgment when dealing with third parties and only do business with reputable individuals and legitimate companies.
- Money laundering occurs when funds generated from criminal activity, such as drug trafficking, fraud and terrorism, are processed – and consequently their source is hidden – by a legitimate business. We have a duty to prevent these funds from moving through Broadridge. We should be suspicious when transactions involve:
 - Invoices paid with cash or money orders
 - Payments in a different currency than invoiced
 - Payments from an uninvolved third party
 - Over-payments
 - Suspicious fund transfers
- If you have concerns about a transaction or a potential transaction, contact the [Legal Department](#) immediately.

Competitive Information

- We do not accept, use or disclose confidential information about our competitors. When obtaining competitive information, we can never violate our competitors' rights. We take particular care when dealing with competitors' clients, ex-clients and ex-employees. We can never ask for confidential or proprietary information, and can never ask anyone to violate a non-compete or non-disclosure agreement.
- Aggressive selling should not include misstatements, innuendo or rumors about our competition or their products and financial condition. We also do not make unsupportable promises concerning our products. If you are uncertain about a communication, please contact the [Legal Department](#) for assistance.

Insider Trading

- We take U.S. securities law very seriously: trading based on confidential or “inside” information is unethical and illegal. Through our work, we may learn material information about our company or a client that is not available to the public; however, using that information to trade securities is against the law.
- We can never trade based on material inside information about our company or about our clients, vendors, subcontractors, business partners or competitors. It is illegal to buy or sell securities using material information not available to the public.
- “Tipping” others to trade or not trade is also illegal and could lead to serious criminal or civil penalties. If we improperly give undisclosed material information to others, we are as liable as those who trade securities using the information. Always exercise caution when dealing with inside information and avoid even the appearance of improper transactions.
- We can never buy or sell stock based on material nonpublic information, such as involving:
 - Financial results
 - Known but unannounced future earnings, profits or losses
 - Write-downs of assets or increases in reserves
 - News of a pending or proposed merger, acquisition or disposition
 - Impending bankruptcy or financial liquidity problems
 - Gain or loss of a significant client
 - Stock splits or changes in dividend policy
 - Equity or debt offerings
 - Exposure due to actual or threatened litigation
 - Changes in debt ratings
 - Cybersecurity risks or incidents, including breaches
 - Changes in senior management
- After this information becomes public through a press release, government filing or an official communication, you may use it; provided that certain “Covered Persons” as defined in our Pre-Clearance and Insider Trading Policy may be required to seek pre-clearance to trade in securities. If you are ever uncertain, contact the [Legal Department](#) for assistance.

For more on this topic, please see our [Pre-Clearance and Insider Trading Policy](#).

Speaking on Behalf of Broadridge

We protect Broadridge’s reputation and ensure consistent and accurate information by only authorizing certain associates to speak on our behalf. While we may have good intentions or think we are speaking off the record, comments can be easily misunderstood, and we may:

- Misinform customers, investors or the public
- Disclose confidential information or intellectual property
- Damage our credibility

This also applies when we are asked to publish articles, white papers or speak publicly as a representative of Broadridge.

As a publicly traded company, we follow regulatory and legal obligations that govern when and how we share news and events about our company with stakeholders. We can never provide information unless we are authorized to speak on behalf of the company. When we are authorized to speak on behalf of Broadridge, the information we provide is accurate and complete.

Media and other requests should be referred to the appropriate person at Broadridge as provided in the [Public Communications and Social Media Policy](#).

Only the Authorized Officers identified in Broadridge's [Regulation Fair Disclosure Policy](#) or their designees may make any public statements on behalf of Broadridge to investors, securities analysts, ratings agencies, regulatory bodies or other securities market professionals. For more information, please see our [Regulation Fair Disclosure Policy](#).

Financial Integrity

We present an accurate and transparent view of our company's finances. Complete and timely records demonstrate our integrity, and our integrity is critical to maintaining the trust of our clients, vendors and other stakeholders. Therefore, we are careful and honest when recording or handling our business and financial records.

Maintaining accurate financial records is also essential to meeting our obligations as a company. We are committed to recording our financial transactions honestly and according to generally accepted accounting principles. We are also committed to managing our business records appropriately to meet our legal, tax and regulatory requirements.

We all have a responsibility to maintain accurate records and retain important documents according to our policies. We can never falsify or alter any record, no matter how small. Fraud will not be tolerated. Remember that records include:

- Timesheets
- Expense forms
- Invoices or purchase orders
- Performance evaluations
- Statements of earnings or losses
- Payroll or tax records
- Benefit claims

Accurate Periodic Reports

Broadridge is required to make full and accurate disclosure of information in its periodic reports. This is essential to the success of our business. We exercise a high standard of care in preparing such reports in accordance with the following guidelines:

- All Broadridge accounting records, as well as reports produced from those records, must be in accordance with the laws of each applicable jurisdiction.
- All records must fairly and accurately reflect the transactions or occurrences to which they relate.
- All records must fairly and accurately reflect, in reasonable detail, Broadridge's assets, liabilities, revenues and expenses.
- Broadridge's accounting records must not contain any intentionally false or misleading entries.
- No transactions should be intentionally misclassified as to accounts, departments or accounting periods.
- All transactions must be supported by accurate documentation in reasonable detail and recorded in the proper account and in the proper accounting period.
- No information should be concealed from the internal auditors or the independent auditors.
- Compliance with Broadridge's system of internal accounting controls is required.

Confidential Information

- We not only guard private information about our fellow associates, but we also protect the proprietary information that drives our business – i.e. information that we know about because we work for Broadridge. We do not reveal Broadridge, client or vendor confidential or proprietary information to others.
- We also take appropriate security steps to prevent unauthorized access to such information. Proprietary and/or confidential information includes:
 - Business methods
 - Pricing and marketing data
 - Strategy
 - Computer code
 - Computer screens
 - Paper and online forms
 - Experimental research
 - Information about or received from our current, former and prospective clients, vendors and associates
 - Transactions not publicly disclosed
 - Client and vendor files
 - Customer lists

Before disclosing confidential information, we confirm there are legitimate business reasons for doing so, and if sharing with anyone outside of Broadridge, we obtain an approved confidentiality agreement or nondisclosure agreement in advance. We also comply with obligations we have with others under their contracts or nondisclosure agreements.

Data Security

- We are proud of our reputation for information protection and security – data security is fundamental to our success. We can never use or reveal Broadridge, client or vendor confidential or proprietary information to anyone unless they are authorized and need the information to do their jobs. To prevent unauthorized access to sensitive information, we practice good physical, technical and administrative security, protecting documents, limiting access to facilities, systems and data centers and following proper disposal methods.
- Only share confidential information with those who are authorized to know the information, need it to perform their jobs and are obligated to protect it.
- Be vigilant in protecting information about Broadridge, clients, and vendors.
- Immediately report any data security breaches.

More information on this topic, including company policies, is available for associates on My Broadridge under [Information Security](#).

Records Management

- Records management is essential to the successful operation of our company, as well as to our ability to meet our legal and regulatory obligations. We properly organize, manage and store our business records, including email, print, text, voice or hand-written documents, as outlined in our [Records Management Policy](#).
- We maintain Broadridge business records for the periods specified in the Broadridge Records Management Policy OR the more specific policies of our business unit. We destroy records only at the expiration of the pertinent period. Documents involved in pending or threatened litigation, government inquiry, or under subpoena or other information request, may never be discarded or destroyed, regardless of the periods specified in the Record Retention Policy. We also can never destroy, alter or conceal – with an improper purpose – any record, and we can never impede an official proceeding, either personally or in conjunction with or by attempting to influence another person.

Compliance with Government Regulations

In every country where Broadridge operates, we conduct our affairs consistent with the applicable laws and regulations. We build and maintain honest and ethical government relationships.

Government Procurement

- We know and comply with the requirements that relate to the government procurement process and meet all terms and conditions of our government contracts. We understand that interactions with government employees and officials are controlled by very strict regulations – we can never provide gifts, meals, entertainment or anything of value to government officials without consulting in advance with the [Legal Department](#).

Audits

- We cooperate with government investigations and audits. We cooperate and respond in an honest and truthful manner and provide complete and accurate information. We can never conceal, destroy or alter documents, make misleading statements or interfere with a government inspection or investigation.

Trade Restrictions

- Broadridge complies with all applicable trade restrictions, export controls, trade embargoes, economic sanctions and boycotts imposed by the U.S. government and any other government with authority over its business. This involves avoiding participation in certain business activities in specified countries, and with specified individuals and entities. Broadridge does not participate in any international boycott that is not sanctioned by the U.S. government.

Corporate Citizenship

Broadridge has a long history of supporting our communities and strives to be an engaged stakeholder where we work and live. To help improve our communities, the company seeks to make social investments with lasting impact for future generations.

Broadridge, its Foundation and associates all give our time, talent and resources to a number of causes. Broadridge associates globally are making a difference in the lives of others.

Sustainability and Environmental Stewardship

- We are committed to sustainable practices by recycling, conserving resources and producing less waste. Through the Broadridge Environmental Committee, comprised of representatives from multiple departments throughout the organization, we are focused on reducing Broadridge's impact on our environment.
- We are also dedicated to further decreasing our carbon footprint through researching, piloting and implementing innovative, environmentally friendly solutions, including the use of paper products certified by the Forestry Stewardship Council ("FSC").
- We respect the environment and are committed to making a positive impact. We follow all environmental laws, regulations and client requirements and immediately report potential environmental concerns.
- Broadridge also helps our clients reduce their carbon footprints through e-delivery and e-voting. We also partner with American Forests to protect and restore forests, helping to preserve the health of our planet for the benefit of its inhabitants.

Human Rights and Supply Chain

Broadridge recognizes the importance of maintaining and promoting fundamental human rights in our operations and supply chain. We expect our suppliers and business partners to adhere to these principles as well.

Broadridge requires that all of its associates, in all business activities, regardless of location, and all of its vendors:

- Promote a workplace free of discrimination and harassment
- Prohibit child labor, forced labor and human trafficking
- Provide fair and equitable wages, benefits and other conditions of employment
- Recognize associates' right to freedom of association and collective bargaining

Waivers; Modifications; Compliance

In certain limited circumstances and upon written request to the Director of Compliance, we may find it appropriate to waive a provision of our Code. A waiver of our Code for an executive officer or director may be made only by the Board of Directors or a committee of the Board. Any waiver of our Code will be publicly disclosed when required by applicable rule or law.

We reserve the right to make unilateral changes at any time to our Code or any company policy or procedure. Any material changes to this Code will be approved by the Board of Directors. Any amendment of our Code will be publicly disclosed when required by applicable rule or law.

Corporate Audit will audit compliance with the Code annually.

Closing Thoughts

Protecting Broadridge's reputation as an ethical company is up to each of us.

When in doubt about taking certain actions, ask yourself:

- Could my actions be considered unethical or violate the Broadridge Code, policies or the law?
- Could my actions have the appearance of impropriety?
- Could my actions be questioned by my supervisors, associates, clients, family or the general public?
- Am I trying to fool anyone, including myself, as to the propriety of my actions?

If you answer "yes," to any question, stop and discuss it with your local management before proceeding. If you are still uncomfortable, seek guidance from one of the [Ethics Resources](#) listed below.

Any associate who ignores or violates any of Broadridge's ethical standards, and any manager who penalizes a subordinate for trying to follow these ethical standards, will be subject to corrective action, up to and including dismissal. Please refer to Broadridge's [Corrective Action Policy](#). Certain activities prohibited under the Code are also violations of law, such as antitrust, anti-bribery and anti-money laundering laws, and can also subject you to personal liability and criminal prosecution.

Keep in mind, it is not the threat of discipline that should govern your actions. We hope you share our belief that a dedicated commitment to ethical behavior is the right thing to do, is good business, and is the surest way for Broadridge to become and remain a World Class Service company.

How do I raise a concern?

- Start with your manager. He or she is in the best position to understand and address your concern.
- If you are still concerned after speaking with your local management or feel uncomfortable speaking with them (for whatever reason), you have other resources available to help you, including the [Broadridge Ethics Hotline](#).
- All reports raising a concern of a violation of this Code will be promptly investigated. The investigation will be managed as confidentially as is practical given the situation and the action taken in response will depend on the facts identified from the investigation. An associate who has violated the Code will be accountable for his or her behavior consistent with the [Corrective Action Policy](#).

Non-retaliation Policy

Broadridge is committed to fostering a workplace conducive to open communication regarding the company's business practices. As such, Broadridge is committed to protecting from discrimination or retaliation individuals who report activities believed to be illegal, dishonest, unethical, or otherwise improper (in some cases referred to as a "whistleblowers"). Any retaliation – including harassment, demotion, transfer or dismissal – against anyone who speaks up and makes an honest, good-faith report is never tolerated. Threats of retaliation, and even the suspicion of retaliation, must be reported.

Ethics Resources

If you ever have a question or wish to report a concern, you may contact:

Your manager, any member of management, or your HR business partner

Ethics and Compliance:

Mark DiGidio, Associate General Counsel &
Director of Compliance
mark.digidio@broadridge.com
201-714-3095

The Legal Department

2 Gateway Center
Newark, New Jersey 07102
(201) 714-8811
Keir Gumbs, General Counsel
keir.gumbs@broadridge.com

The Broadridge Ethics Hotline

(201) 714-3500 or (800) 669-0661

Available 24/7

You may contact the Ethics Hotline anonymously, where permitted by local law. The hotline phone number is administered by a third party.
ethics@broadridge.com

The hotline e-mail is monitored by the Broadridge Director of Compliance.

The Audit Committee of our Board of Directors

72 Van Reipen Avenue, PMB #340

Jersey City, NJ 07306-2806

(201) 714-3399

Broadridge.AuditCommittee@broadridge.com.

Updated as of August 6, 2021

Subsidiary List
As of June 30, 2021

EXHIBIT 21

Name:	State or other Jurisdiction of Incorporation:
Access Data Corp.	Delaware
ActivePath Solutions Ltd.	Israel
AdvisorStream Ltd.	Canada
Bonaire Software Solutions, LLC	Massachusetts
Broadridge Analytics Solutions Limited	United Kingdom
Broadridge Asia Pacific Limited	Hong Kong
Broadridge (Australia) Pty. Ltd.	Australia
Broadridge BPO Holding LLC	Delaware
Broadridge Business Process Outsourcing, LLC	Delaware
Broadridge Business Process Outsourcing (Canada), Inc.	Canada
Broadridge City Networks (UK) Limited	United Kingdom
Broadridge Corporate Issuer Solutions, Inc.	Pennsylvania
Broadridge Customer Communications Canada, ULC	British Columbia
Broadridge Czech Republic s.r.o.	Czech Republic
Broadridge (Deutschland) GmbH	Germany
Broadridge Financial Solutions International, Ltd.	United Kingdom
Broadridge Financial Solutions (India) Private Limited	India
Broadridge Financial Solutions Ltd.	United Kingdom
Broadridge Financial Solutions (Canada) Corp.	Canada
Broadridge Financial Solutions Limited (South Africa) Branch	South Africa
Branch	
Broadridge Fixed Income Liquidity Solutions, LLC (1)	Delaware
Broadridge Fluent Solutions, LLC	Delaware
Broadridge France SAS	France
Broadridge FX and Liquidity Solutions, LLC	Delaware
Broadridge Holdings, LLC	Delaware
Broadridge Investor Communications Corporation	Canada
Broadridge Investor Communication Solutions, Inc.	Delaware
Broadridge Ireland Limited	Ireland
Broadridge (Japan) Ltd.	Japan
Broadridge Mail, LLC	Delaware
Broadridge Managed Solutions, Inc.	Delaware
Broadridge Nederland II B.V.	Netherlands

Name:	State or other Jurisdiction of Incorporation:
Broadridge Output Solutions, Inc.	Delaware
Broadridge Poland sp. z o.o.	Poland
Broadridge RPM Technologies Corporation	Canada
Broadridge Rus LLC	Russia
Broadridge Securities Processing Solutions, LLC	Delaware
Broadridge (Singapore) Private Limited	Singapore
Broadridge Software Limited	Canada
Broadridge SPS, LLC	Delaware
Broadridge (Suisse) S.A.	Switzerland
Broadridge Sweden Holdings AB	Sweden
Broadridge Trading Trf. Corp.	Delaware
BR ICS (Canada) ULC	Nova Scotia
BR REC, LLC	New York
BR (Canada) Holdings Inc.	Ontario
BR NYC Solutions, Inc.	Delaware
Fund Buyer Focus Limited	United Kingdom
Funds Library Limited	United Kingdom
Fi360, Inc.	Delaware
ICJ Inc. (1)	Japan
Investigo Corporation	Minnesota
Itiviti USA Holding Inc.	Delaware
Matrix Trust Company	Colorado
Matrix Settlement & Clearance Services, LLC	New York
Matrix Financial Solutions, Inc.	Delaware
QED Financial Systems, Inc.	New Jersey
Ullink UK Holdco 1 Limited	UK

(1)(1) Less than 100% owned

Exhibit 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-233075 and 333-212143 on Form S-3, and Registration Statement Nos. 333-141673, No. 333-157105, No. 333-163401, No. 333-172126, No. 333-192734 and No. 333-228443 on Form S-8 of our report dated August 12, 2021, relating to the consolidated financial statements and financial statement schedule of Broadridge Financial Solutions, Inc. (the “Company”) and the effectiveness of the Company’s internal control over financial reporting, appearing in this Annual Report on Form 10-K for the year ended June 30, 2021.

/s/ DELOITTE & TOUCHE LLP

New York, New York
August 12, 2021

SECTION 302 CERTIFICATION

I, Timothy C. Gokey, certify that:

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

/s/Timothy C. Gokey

Timothy C. Gokey
Chief Executive Officer

Date: August 12, 2021

SECTION 302 CERTIFICATION

I, Edmund Reese, certify that:

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

/s/Edmund Reese

Edmund Reese
Corporate Vice President and
Chief Financial Officer

Date: August 12, 2021

**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 Annual Report of Broadridge Financial Solutions, Inc. (the “Company”) on Form 10-K for the fiscal year ended June 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Timothy C. Gokey, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

August 12, 2021

/s/Timothy C. Gokey

Timothy C. Gokey
Chief Executive Officer

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

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

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Broadridge Financial Solutions, Inc. (the “Company”) on Form 10-K for the fiscal year ended June 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Edmund Reese, Corporate Vice President, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

August 12, 2021

/s/ Edmund Reese

Edmund Reese

Corporate Vice President and Chief Financial Officer

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

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