

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended May 31, 2021

OR

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

For the transition period from _____ to _____

Commission file number 001-36495

IHS MARKET LTD.

(Exact name of registrant as specified in its charter)

Bermuda
(State or Other Jurisdiction of Incorporation or
Organization)

001-36495
(Commission File Number)

98-1166311
(IRS Employer Identification Number)

**4th Floor, Ropemaker Place
25 Ropemaker Street
London, England
EC2Y 9LY**
(Address of Principal Executive Offices)

+44 20 7260 2000
(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 Shares, \$0.01 par value per share	INFO	New York Stock Exchange

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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

Large accelerated filer 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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of May 31, 2021, there were 398,612,292 Common Shares outstanding (excluding 25,219,470 outstanding common shares held by the Markit Group Holdings Limited Employee Benefit Trust).

TABLE OF CONTENTS

	<u>Page</u>
<u>PART I. Financial Information</u>	
Item 1. Financial Statements	4
Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations	22
Item 3. Quantitative and Qualitative Disclosures About Market Risk	31
Item 4. Controls and Procedures	32
<u>PART II. Other Information</u>	
Item 1. Legal Proceedings	32
Item 1A. Risk Factors	32
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	32
Item 5. Other Information	33
Item 6. Exhibits	33
<u>SIGNATURE</u>	34

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. These statements, which express management’s current views concerning future business, events, trends, contingencies, financial performance, or financial condition, appear at various places in this report and use words like “aim,” “anticipate,” “assume,” “believe,” “continue,” “could,” “estimate,” “expect,” “forecast,” “future,” “goal,” “intend,” “likely,” “may,” “might,” “plan,” “potential,” “predict,” “project,” “see,” “seek,” “should,” “strategy,” “strive,” “target,” “will,” and “would” and similar expressions, and variations or negatives of these words. Examples of forward-looking statements include, among others, statements we make regarding: the completion of the merger with S&P Global Inc. (“S&P Global”) on anticipated terms and timing, including unforeseen liabilities, future capital expenditures, revenues, expenses, earnings, synergies, economic performance, indebtedness, financial condition, losses, future prospects, business and management strategies for the management, expansion, and growth of the combined company’s operations and other conditions to the completion of the merger; the ability of S&P Global and IHS Markit to integrate the business successfully and to achieve anticipated synergies; potential litigation relating to the proposed transaction that could be instituted against S&P Global, IHS Markit, or their respective directors; the risk that disruptions from the proposed transaction will harm S&P Global’s and IHS Markit’s business, including current plans and operations; potential adverse reactions or changes to business relationships resulting from the announcement or completion of the merger; rating agency actions; potential business uncertainty, including changes to existing business relationships, during the pendency of the merger that could affect IHS Markit’s financial performance; certain restrictions during the pendency of the merger that may impact IHS Markit’s ability to pursue certain business opportunities or strategic transactions; guidance and predictions relating to expected operating results, such as revenue growth and earnings; strategic actions such as acquisitions, joint ventures, and dispositions, the anticipated benefits therefrom, and our success in integrating acquired businesses; anticipated levels of capital expenditures in future periods; anticipated levels of indebtedness, capital allocation, dividends, and share repurchases in future periods; our belief that we have sufficient liquidity to fund our ongoing business operations; expectations of the effect on our financial condition of claims, litigation, environmental costs, contingent liabilities, and governmental and regulatory investigations and proceedings; and our strategy for customer retention, growth, product development, market position, financial results, and reserves. Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on management’s current beliefs, expectations, and assumptions regarding the future of our business, future plans and strategies, projections, anticipated events and trends, the economy, and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks, and changes in circumstances that are difficult to predict and many of which are outside of our control. Important factors that could cause our actual results and financial condition to differ materially from those indicated in the forward-looking statements include, among others, the following: operating in competitive markets, economic and financial conditions, including volatility in interest and exchange rates; our ability to develop new products and services; our ability to manage system failures or capacity constraints; our ability to manage fraudulent or unpermitted data access or other cyber-security or privacy breaches; our ability to successfully manage risks associated with changes in demand for our products and services; our ability to manage our relationships with third-party service providers; legislative, regulatory,

and economic developments, including any new or proposed U.S. Treasury rule changes; the extent to which we are successful in gaining new long-term relationships with customers or retaining existing ones and the level of service failures that could lead customers to use competitors' services; the anticipated tax treatment, unforeseen liabilities, future capital expenditures, revenues, expenses, earnings, synergies, economic performance, indebtedness, financial condition, losses, future prospects, business and management strategies for the management, expansion, and growth of our operations; our ability to retain and hire qualified personnel; our ability to satisfy our debt obligations and our other ongoing business obligations; the occurrence of any catastrophic events, including acts of terrorism or outbreak of war or hostilities; and risks related to public health and safety issues, including the COVID-19 pandemic, on our operations and the operations of our customers and suppliers. These risks, as well as other risks which would cause actual results to be significantly different from those expressed or implied by these forward-looking statements, are more fully discussed under the caption "Risk Factors" in our Annual Report on Form 10-K, along with our other filings with the U.S. Securities and Exchange Commission ("SEC"). While the list of factors presented here is considered representative, no such list should be considered to be a complete statement of all potential risks and uncertainties. Unlisted factors may present significant additional obstacles to the realization of forward-looking statements. Consequences of material differences in results as compared with those anticipated in the forward-looking statements could include, among other things, business disruption, operational problems, financial loss, legal liability to third parties and similar risks, any of which could have a material adverse effect on our consolidated financial condition, results of operations, credit rating, or liquidity. Therefore, you should not rely on any of these forward-looking statements. Any forward-looking statement made by us in this Quarterly Report on Form 10-Q is based only on information currently available to our management and speaks only as of the date of this report. We do not assume any obligation to publicly provide revisions or updates to any forward-looking statements, whether as a result of new information, future developments or otherwise, should circumstances change, except as otherwise required by securities and other applicable laws.

Website and Social Media Disclosure

We use our website (www.ihsmarket.com) and corporate Twitter account (@IHSMakit) as routine channels of distribution of company information, including news releases, analyst presentations, and supplemental financial information, as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD. Accordingly, investors should monitor our website and our corporate Twitter account in addition to following press releases, SEC filings and public conference calls and webcasts. Additionally, we provide notifications of news or announcements as part of our investor relations website. Investors and others can receive notifications of new information posted on our investor relations website in real time by signing up for email alerts.

None of the information provided on our website, in our press releases, public conference calls, and webcasts, or through social media channels is incorporated into, or deemed to be a part of, this quarterly report on Form 10-Q or in any other report or document we file with the SEC, and any references to our website or our social media channels are intended to be inactive textual references only.

PART I. FINANCIAL INFORMATION
Item 1. Financial Statements

IHS MARKIT LTD.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except par value)

	As of May 31, 2021 (Unaudited)	As of November 30, 2020 (Audited)
Assets		
Current assets:		
Cash and cash equivalents	\$ 217.4	\$ 125.6
Accounts receivable, net	870.9	891.7
Deferred subscription costs	99.7	84.3
Assets held for sale	865.3	—
Other current assets	129.5	131.7
Total current assets	2,182.8	1,233.3
Non-current assets:		
Property and equipment, net	683.0	724.8
Operating lease right-of-use assets, net	280.1	296.8
Intangible assets, net	3,389.6	3,846.1
Goodwill	9,778.5	9,908.7
Deferred income taxes	27.1	27.1
Other	253.5	98.4
Total non-current assets	14,411.8	14,901.9
Total assets	\$ 16,594.6	\$ 16,135.2
Liabilities and equity		
Current liabilities:		
Short-term debt	\$ 333.1	\$ 268.1
Accounts payable	34.6	48.2
Accrued compensation	143.6	206.1
Other accrued expenses	389.3	477.6
Income tax payable	19.4	29.1
Deferred revenue	1,009.5	886.2
Operating lease liabilities	59.9	63.5
Liabilities held for sale	103.1	—
Total current liabilities	2,092.5	1,978.8
Long-term debt, net	4,643.8	4,641.7
Deferred income taxes	467.0	543.4
Operating lease liabilities	284.5	297.7
Other liabilities	178.0	130.4
Commitments and contingencies		
Redeemable noncontrolling interests	13.1	13.8
Shareholders' equity:		
Common shares, \$0.01 par value, 3,000.0 authorized, 483.5 and 480.4 issued, and 398.6 and 396.5 outstanding at May 31, 2021 and November 30, 2020, respectively	4.8	4.8
Additional paid-in capital	7,918.4	7,830.2
Treasury shares, at cost: 84.9 and 83.9 at May 31, 2021 and November 30, 2020, respectively	(3,139.0)	(3,039.8)
Retained earnings	3,988.7	3,842.1
Accumulated other comprehensive income (loss)	142.8	(107.9)
Total shareholders' equity	8,915.7	8,529.4
Total liabilities and equity	\$ 16,594.6	\$ 16,135.2

See accompanying notes.

IHS MARKIT LTD.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(In millions, except for per-share amounts)

	Three months ended May 31,		Six months ended May 31,	
	2021	2020	2021	2020
Revenue	\$ 1,181.4	\$ 1,026.6	\$ 2,301.3	\$ 2,107.4
Operating expenses:				
Cost of revenue	425.8	388.3	841.0	804.1
Selling, general and administrative	283.3	258.1	585.5	574.3
Depreciation and amortization	150.5	149.4	302.1	294.7
Restructuring and impairment charges	7.7	81.3	8.7	85.8
Acquisition-related costs	33.3	6.6	46.4	7.5
Other expense (income), net	5.2	(1.2)	8.6	(374.0)
Total operating expenses	905.8	882.5	1,792.3	1,392.4
Operating income	275.6	144.1	509.0	715.0
Interest income	—	0.2	0.1	0.6
Interest expense	(55.4)	(60.0)	(110.9)	(121.2)
Net periodic pension and postretirement expense	—	(8.9)	—	(30.4)
Non-operating expense, net	(55.4)	(68.7)	(110.8)	(151.0)
Income from continuing operations before income taxes and equity in income of equity method investees	220.2	75.4	398.2	564.0
Provision for income taxes	(57.6)	(4.7)	(87.9)	(9.0)
Equity in (loss) income of equity-method investees	(3.7)	0.1	(2.7)	(0.2)
Net income	158.9	70.8	307.6	554.8
Net loss attributable to noncontrolling interest	0.1	0.9	0.7	1.9
Net income attributable to IHS Markit Ltd.	\$ 159.0	\$ 71.7	\$ 308.3	\$ 556.7
Basic earnings per share attributable to IHS Markit Ltd.	\$ 0.40	\$ 0.18	\$ 0.77	\$ 1.40
Weighted average shares used in computing basic earnings per share	398.8	397.0	398.1	396.4
Diluted earnings per share attributable to IHS Markit Ltd.	\$ 0.40	\$ 0.18	\$ 0.77	\$ 1.38
Weighted average shares used in computing diluted earnings per share	400.7	400.1	400.8	402.1

See accompanying notes.

IHS MARKIT LTD.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited, in millions)

	Three months ended May 31,		Six months ended May 31,	
	2021	2020	2021	2020
Net income	\$ 158.9	\$ 70.8	\$ 307.6	\$ 554.8
Other comprehensive income (loss), net of tax:				
Net hedging activities ⁽¹⁾	—	0.3	—	0.4
Net pension liability adjustment ⁽²⁾	—	10.7	—	15.6
Foreign currency translation adjustment	97.0	(131.0)	250.7	(166.6)
Total other comprehensive income (loss)	97.0	(120.0)	250.7	(150.6)
Comprehensive income (loss)	\$ 255.9	\$ (49.2)	\$ 558.3	\$ 404.2
Comprehensive loss attributable to noncontrolling interest	0.1	0.9	0.7	1.9
Comprehensive income (loss) attributable to IHS Markit Ltd.	\$ 256.0	\$ (48.3)	\$ 559.0	\$ 406.1

⁽¹⁾ Net of tax expense of \$0.1 million and \$0.1 million for the three and six months ended May 31, 2020, respectively.

⁽²⁾ Net of tax expense of \$2.9 million and \$5.0 million for the three and six months ended May 31, 2020, respectively.

See accompanying notes.

IHS MARKIT LTD.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited, in millions)

	Six months ended May 31,	
	2021	2020
Operating activities:		
Net income	\$ 307.6	\$ 554.8
Reconciliation of net income to net cash provided by operating activities:		
Depreciation and amortization	302.1	294.7
Stock-based compensation expense	115.7	153.8
Gain on sale of assets, net	(0.2)	(370.9)
Impairment of assets	3.9	—
Payments for acquisition-related performance compensation	—	(75.9)
Net periodic pension and postretirement expense	—	30.4
Undistributed earnings of affiliates, net	2.7	0.5
Pension and postretirement contributions	—	(31.1)
Deferred income taxes	(20.4)	(10.8)
Change in assets and liabilities:		
Accounts receivable, net	(0.3)	7.0
Other current assets	(19.9)	(51.2)
Accounts payable	(8.4)	(22.5)
Accrued expenses	(177.0)	(119.9)
Income tax	(7.4)	(70.1)
Deferred revenue	119.5	78.7
Other assets and liabilities	(1.4)	30.2
Net cash provided by operating activities	616.5	397.7
Investing activities:		
Capital expenditures on property and equipment	(143.2)	(147.6)
Acquisitions of businesses, net of cash acquired	(46.9)	(3.2)
Payments to acquire equity investments	(156.3)	(7.2)
Proceeds from sale of assets	—	466.2
Change in other assets	0.6	(0.9)
Settlements of forward contracts	11.8	(20.0)
Net cash (used in) provided by investing activities	(334.0)	287.3
Financing activities:		
Proceeds from borrowings	565.0	541.4
Repayment of borrowings	(500.0)	(283.9)
Contingent consideration payments	(1.0)	—
Dividends paid	(159.0)	(135.3)
Repurchases of common shares	—	(750.0)
Proceeds from the exercise of employee stock options	2.2	177.2
Payments related to tax withholding for stock-based compensation	(110.3)	(111.7)
Net cash used in financing activities	(203.1)	(562.3)
Foreign exchange impact on cash balance	12.4	(26.4)
Net increase in cash and cash equivalents	91.8	96.3
Cash and cash equivalents at the beginning of the period	125.6	111.5
Cash and cash equivalents at the end of the period	\$ 217.4	\$ 207.8

See accompanying notes.

IHS MARKIT LTD.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(Unaudited, in millions)

	Common Shares		Additional Paid-In Capital	Treasury Shares	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity	Redeemable Noncontrolling Interests
	Shares Outstanding	Amount						
Balance at February 28, 2021	398.5	\$ 4.8	\$ 7,870.8	\$ (3,140.6)	\$ 3,910.6	\$ 45.8	\$ 8,691.4	\$ 13.2
Share-based award activity	0.1	—	46.0	1.6	—	—	47.6	—
Option exercises	—	—	1.6	—	—	—	1.6	—
Dividends and dividend equivalents	—	—	—	—	(80.9)	—	(80.9)	—
Net income (loss)	—	—	—	—	159.0	—	159.0	(0.1)
Other comprehensive income	—	—	—	—	—	97.0	97.0	—
Balance at May 31, 2021	398.6	\$ 4.8	\$ 7,918.4	\$ (3,139.0)	\$ 3,988.7	\$ 142.8	\$ 8,915.7	\$ 13.1

	Common Shares		Additional Paid-In Capital	Treasury Shares	Retained Earnings	Accumulated Other Comprehensive Loss	Total Shareholders' Equity	Redeemable Noncontrolling Interests
	Shares Outstanding	Amount						
Balance at February 29, 2020	398.9	\$ 4.8	\$ 7,724.5	\$ (2,757.5)	\$ 3,689.4	\$ (292.2)	\$ 8,369.0	\$ 14.1
Repurchases of common shares	(4.0)	—	—	(250.0)	—	—	(250.0)	—
Share-based award activity	0.2	—	(10.9)	85.6	(14.5)	—	60.2	—
Option exercises	1.7	—	46.3	—	—	—	46.3	—
Dividends and dividend equivalents	—	—	—	—	(68.8)	—	(68.8)	—
Net income (loss)	—	—	—	—	71.7	—	71.7	(0.9)
Other comprehensive loss	—	—	—	—	—	(120.0)	(120.0)	—
Balance at May 31, 2020	396.8	\$ 4.8	\$ 7,759.9	\$ (2,921.9)	\$ 3,677.8	\$ (412.2)	\$ 8,108.4	\$ 13.2

	Common Shares		Additional Paid-In Capital	Treasury Shares	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity	Redeemable Noncontrolling Interests
	Shares Outstanding	Amount						
Balance at November 30, 2020 (Audited)	396.5	\$ 4.8	\$ 7,830.2	\$ (3,039.8)	\$ 3,842.1	\$ (107.9)	\$ 8,529.4	\$ 13.8
Share-based award activity	2.1	—	86.0	(99.2)	(0.1)	—	(13.3)	—
Option exercises	—	—	2.2	—	—	—	2.2	—
Dividends and dividend equivalents	—	—	—	—	(161.6)	—	(161.6)	—
Net income (loss)	—	—	—	—	308.3	—	308.3	(0.7)
Other comprehensive income	—	—	—	—	—	250.7	250.7	—
Balance at May 31, 2021	398.6	\$ 4.8	\$ 7,918.4	\$ (3,139.0)	\$ 3,988.7	\$ 142.8	\$ 8,915.7	\$ 13.1

	Common Shares		Additional Paid-In Capital	Treasury Shares	Retained Earnings	Accumulated Other Comprehensive Loss	Total Shareholders' Equity	Redeemable Noncontrolling Interests
	Shares Outstanding	Amount						
Balance at November 30, 2019 (Audited)	398.3	\$ 4.8	\$ 7,769.4	\$ (2,391.8)	\$ 3,295.0	\$ (261.6)	\$ 8,415.8	\$ 15.1
Repurchases of common shares	(10.5)	—	—	(750.0)	—	—	(750.0)	—
Share-based award activity	2.4	—	(186.7)	219.9	(36.1)	—	(2.9)	—
Option exercises	6.6	—	177.2	—	—	—	177.2	—
Dividends and dividend equivalents	—	—	—	—	(137.8)	—	(137.8)	—
Net income (loss)	—	—	—	—	556.7	—	556.7	(1.9)
Other comprehensive loss	—	—	—	—	—	(150.6)	(150.6)	—
Balance at May 31, 2020	396.8	\$ 4.8	\$ 7,759.9	\$ (2,921.9)	\$ 3,677.8	\$ (412.2)	\$ 8,108.4	\$ 13.2

See accompanying notes.

IHS MARKIT LTD.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Basis of Presentation and Significant Accounting Policies

The accompanying unaudited condensed consolidated financial statements of IHS Markit have been prepared on substantially the same basis as our annual consolidated financial statements and should be read in conjunction with our Annual Report on Form 10-K for the year ended November 30, 2020. In our opinion, these condensed consolidated financial statements reflect all adjustments necessary for a fair presentation of the financial position, results of operations, and cash flows for the periods presented, and such adjustments are of a normal, recurring nature.

Our business has seasonal aspects. Our first quarter generally has our lowest quarterly levels of revenue and profit. We also experience event-driven seasonality in our business. For instance, CERAWEEK, an annual energy conference, is typically held in the second quarter of each year; however, this event was cancelled in 2020 due to the COVID-19 pandemic, and we held this conference virtually in March 2021. Another example is the biennial release of the Boiler Pressure Vessel Code (“BPVC”) engineering standard, which generates revenue for us predominantly in the third quarter of every other year. The most recent BPVC release was in the third quarter of 2019.

The preparation of financial statements in conformity with U.S. GAAP requires that we make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well the reported amounts of revenue and expense during the reporting period. We have considered the impact of the COVID-19 pandemic in determining our estimates. Actual results could differ from those estimates.

Recent Accounting Pronouncements

In December 2019, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2019-12, which enhances and simplifies various aspects of the income tax accounting guidance, including requirements such as tax basis step-up in goodwill obtained in a transaction that is not a business combination, ownership changes in investments, and interim-period accounting for enacted changes in tax law. The standard will be effective for us in the first quarter of our fiscal year 2022, although early adoption is permitted. We do not expect that the adoption of this ASU will have a significant impact on our consolidated financial statements.

2. Business Combinations and Divestitures

S&P Global Inc. On November 29, 2020, we, S&P Global Inc., a New York corporation (“S&P Global”), and Sapphire Subsidiary, Ltd., a Bermuda exempted company limited by shares and a wholly-owned subsidiary of S&P Global (“Merger Sub”), entered into an agreement and plan of merger, which was subsequently amended on January 20, 2021, pursuant to which Merger Sub will merge with and into IHS Markit, with IHS Markit surviving such merger as a wholly-owned, direct subsidiary of S&P Global (the “merger”). The merger intends to bring together a unique portfolio of highly complementary assets, as well as innovation and technology capability to accelerate growth and enhance value creation. At the completion of the merger, each IHS Markit share that is issued and outstanding (other than dissenting shares and shares held by IHS Markit in treasury) will be converted into the right to receive 0.2838 fully paid and nonassessable shares of S&P Global common stock, and, if applicable, cash in lieu of fractional shares, without interest, and less any applicable withholding taxes. If the merger is completed, IHS Markit shares will cease to be listed on the New York Stock Exchange and IHS Markit shares will be deregistered under the Securities Exchange Act. The merger was approved by IHS Markit and S&P Global shareholders on March 11, 2021, but is still subject to antitrust and regulatory approval requirements, as well as other customary closing conditions.

CME joint venture. In January 2021, we signed an agreement to enter into a 50/50 joint venture arrangement with shared control with CME Group to combine our post-trade services into a new joint venture. The new company will include trade processing and risk mitigation operations and will incorporate CME’s optimization businesses (Traiana, TriOptima, and Reset) and our MarkitSERV business. Through the combination, we intend to increase operating efficiencies and be better able to service clients with enhanced platforms and services for OTC markets across interest rate, FX, equity, and credit asset classes. We expect the deal to close in the summer of 2021, subject to customary antitrust and regulatory approvals and other customary closing conditions. The following table provides the components of MarkitSERV assets and liabilities (previously included in our Financial Services segment) treated as held for sale as of May 31, 2021 (in millions):

Current assets	\$	32.4
Property and equipment		67.7
Intangible assets		402.6
Goodwill		362.6
Assets held for sale	\$	865.3
Deferred revenue	\$	(8.3)
Other current liabilities		(14.4)
Deferred income taxes		(80.4)
Liabilities held for sale	\$	(103.1)

Gen II. In December 2020, we acquired a 13 percent interest in Gen II Fund Services for \$150 million as part of a joint venture with General Atlantic and Hg Capital. We expect that this investment will drive revenue synergies between the joint venture and our Private Markets solutions across private credit, private equity, and data and analytics businesses. We are accounting for this investment using the equity method of accounting.

Cappitech. In December 2020, we acquired Cappitech Regulation Ltd., a Tel Aviv-based technology company providing regulatory reporting solutions on behalf of its clients to regulators, trade repositories, and affiliates, allowing customers to efficiently monitor the transaction reporting taking place across multiple jurisdictions. Cappitech’s advanced technology provides a scalable platform that we expect to combine with our other offerings in the Financial Services segment. We acquired Cappitech for upfront consideration of \$47 million, net of cash acquired, with an additional earnout based on a three-year performance period, which we currently estimate at \$57 million. The earnout liability is recorded within other accrued expenses and other liabilities in the condensed consolidated balance sheets. The purchase price allocation for this acquisition is still preliminary and may change upon completion of the determination of fair value of assets acquired and liabilities assumed.

Aerospace & Defense divestiture. In December 2019, we completed the sale of our Aerospace & Defense (“A&D”) business line to Montagu Private Equity for approximately \$466 million. The A&D assets were previously included in our Transportation segment. We recognized a gain of approximately \$372 million on the sale in the first quarter of 2020. The gain is included in other expense (income), net, in the condensed consolidated statements of operations.

automotiveMastermind equity interests acquisition. In September 2017, we acquired automotiveMastermind (“aM”), a leading provider of predictive analytics and marketing automation software for the automotive industry. We purchased approximately 78 percent of aM at that time. In exchange for the remaining 22 percent of aM, we issued equity interests in aM’s immediate parent holding company to aM’s founders and certain employees. We agreed to pay cash to acquire the interests over the next five years based on put/call provisions that tie the valuation to underlying adjusted EBITDA performance of aM. Since the purchase of the remaining 22 percent of the business requires continued service of the founders and employees, we are accounting for the arrangement as compensation expense that is remeasured based on changes in the fair value of the equity interests. We have classified this expense as acquisition-related costs within the condensed consolidated statements of operations and we have classified the associated accrued liability within other liabilities in the condensed consolidated balance sheets. In November 2019, the option holders exercised the put provision on 62.5 percent of their remaining 22 percent interest in the business for \$75.9 million in cash, which we paid in December 2019. We estimate the compensation expense associated with the remaining equity interests to be approximately \$60 to \$65 million, of which approximately \$44.7 million has been recognized as of May 31, 2021, with the remaining amount to be recognized through September 2022.

3. Revenue

We disaggregate our revenue by segment (as described in Note 16) and by transaction type according to the following categories:

- *Recurring fixed revenue* represents revenue generated from contracts specifying a relatively fixed fee for services delivered over the life of the contract. The initial term of these contracts is typically annual (with some longer-term arrangements) and non-cancellable for the term of the subscription, and may contain provisions for minimum monthly payments. The fixed fee is typically paid annually or more periodically in advance. These contracts typically consist of subscriptions to our various information offerings and software maintenance, which provide continuous access to our platforms and associated data over the contract term. Subscription revenue is usually recognized ratably over the contract term or, for term-based software license arrangements, annually on renewal.
- *Recurring variable revenue* represents revenue from contracts that specify a fee for services, which is typically not fixed. The variable fee is usually paid monthly in arrears. Recurring variable revenue is based on, among other factors, the number of trades processed, assets under management, or the number of positions we value, and revenue is recognized based on the specific factor used (e.g., for usage-based contracts, we recognize revenue in line with usage in the period). Most of these contracts have an initial term ranging from one to five years, with auto-renewal periods thereafter. Recurring variable revenue was derived entirely from the Financial Services segment for all periods presented.
- *Non-recurring revenue* represents consulting, services, single-document product sales, perpetual license sales and associated services, conferences and events, and advertising. Revenue for services and other non-recurring revenue is recognized upon completion of the associated performance obligation.

The following table presents our revenue by transaction type (in millions):

	Three months ended May 31,		Six months ended May 31,	
	2021	2020	2021	2020
Recurring fixed revenue	\$ 836.0	\$ 755.2	\$ 1,661.6	\$ 1,559.3
Recurring variable revenue	182.6	158.0	355.5	304.8
Non-recurring revenue	162.8	113.4	284.2	243.3
Total revenue	<u>\$ 1,181.4</u>	<u>\$ 1,026.6</u>	<u>\$ 2,301.3</u>	<u>\$ 2,107.4</u>

Our customer contracts may include multiple performance obligations; for example, we typically sell software licenses with maintenance and other associated services. For these transactions, we recognize revenue based on the relative fair value to the customer of each performance obligation as each performance obligation is completed.

We record a receivable when a customer is billed or when revenue is recognized prior to billing a customer. Contract assets include unbilled amounts for multi-year customer contracts where payment is not yet due and where services have been provided up-front but have not yet been billed. Contract assets were approximately \$10.3 million as of May 31, 2021 and \$19.3 million as of November 30, 2020, and are recorded in accounts receivable, net, in the condensed consolidated balance sheets.

Contract liabilities primarily include our obligations to transfer goods or services for which we have received consideration (or an amount of consideration is due) from the customer. Billings represent amounts that were paid in advance or due from customers. We record our contract liabilities as deferred revenue in the condensed consolidated balance sheets.

The following table provides a reconciliation of our contract liabilities as of May 31, 2021 (in millions):

Balance at November 30, 2020	\$ 886.2
Billings	1,863.6
Revenue recognized	(1,732.0)
Divestiture activity	(8.3)
Balance at May 31, 2021	<u>\$ 1,009.5</u>

We recognize an asset for the incremental costs of obtaining a contract with a customer if we expect the benefit of those costs to exceed one year. Certain sales commission programs are designed to promote the sale of products and services to new customers, and we therefore defer the incremental costs related to these programs over the expected customer life related to those products underlying the contracts. We record these expenses as selling, general and administrative expense within the condensed consolidated statements of operations.

4. Leases

We utilize operating leases for our various workplaces worldwide, and we also utilize operating leases for our data centers. These leases have remaining terms ranging from one to 12 years, many of which include renewal and early termination options. As of May 31, 2021, we have not considered extension and early termination options in our calculation of the right-of-use (“ROU”) assets and lease liabilities because we do not believe that it is reasonably certain that we will exercise those options. We do not have any significant finance leases.

We determine if an arrangement is a lease at inception. We consider any contract where there is an identified asset that we have the right to control in determining whether the contract contains a lease. ROU assets represent our right to use the underlying assets for the lease term, and lease liabilities represent our obligation to make lease payments arising from the lease. Operating lease ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As our operating leases do not provide an implicit rate, we use an incremental borrowing rate based on the information available on the commencement date in determining the present value of lease payments. We calculate our incremental borrowing rates by extrapolating our current unsecured bond portfolio across the maturity ladder and adjusting the resultant corporate rate for the estimated spread for a secured borrowing and for foreign currencies, as appropriate. Lease expense for lease payments is recognized on a straight-line basis over the lease term. Operating lease transactions are included in operating lease right-of-use assets, net, and current and non-current operating lease liabilities in the condensed consolidated balance sheets.

The following table presents lease cost, cash paid for amounts included in the measurement of lease liabilities, the weighted-average remaining lease term, and the weighted-average discount rate for our operating leases for the three and six months ended May 31, 2021 and May 31, 2020 (in millions):

	Three months ended May 31,		Six months ended May 31,	
	2021	2020	2021	2020
Lease cost:				
Operating lease cost	\$ 14.8	\$ 16.3	\$ 29.7	\$ 32.4
Variable lease cost	\$ 1.7	\$ 1.5	\$ 3.7	\$ 3.2
Other information:				
Cash paid for amounts included in the measurement of lease liabilities:				
Operating cash outflows from operating leases	\$ 16.7	\$ 15.9	\$ 34.5	\$ 31.4
Weighted-average remaining lease term	7.6 years	8.2 years	7.6 years	8.2 years
Weighted-average discount rate	1.9 %	2.0 %	1.9 %	2.0 %

As of May 31, 2021, maturities of operating lease liabilities under non-cancellable arrangements were as follows (in millions):

Year	Amount
Remainder of 2021	\$ 36.0
2022	58.8
2023	52.0
2024	46.7
2025	39.5
Thereafter	137.5
Total future minimum operating lease payments	370.5
Imputed interest	(26.1)
Total operating lease liability	\$ 344.4

5. Intangible Assets

The following table presents details of our intangible assets, other than goodwill, as of May 31, 2021 and November 30, 2020 (in millions):

	As of May 31, 2021			As of November 30, 2020		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Intangible assets subject to amortization:						
Customer relationships	\$ 3,236.5	\$ (832.5)	\$ 2,404.0	\$ 3,507.0	\$ (805.1)	\$ 2,701.9
Developed technology	854.9	(283.5)	571.4	965.9	(290.1)	675.8
Information databases	602.6	(399.4)	203.2	597.1	(368.2)	228.9
Trademarks	491.3	(285.7)	205.6	490.2	(258.6)	231.6
Developed computer software	70.2	(67.6)	2.6	68.9	(62.9)	6.0
Other	7.0	(4.2)	2.8	4.1	(2.2)	1.9
Total intangible assets	<u>\$ 5,262.5</u>	<u>\$ (1,872.9)</u>	<u>\$ 3,389.6</u>	<u>\$ 5,633.2</u>	<u>\$ (1,787.1)</u>	<u>\$ 3,846.1</u>

Intangible assets amortization expense was \$91.2 million and \$186.7 million for the three and six months ended May 31, 2021, compared to \$93.0 million and \$187.2 million for the three and six months ended May 31, 2020. The following table presents the estimated future amortization expense related to intangible assets held as of May 31, 2021 (in millions):

Year	Amount
Remainder of 2021	\$ 180.6
2022	\$ 348.0
2023	\$ 335.1
2024	\$ 315.5
2025	\$ 285.4
Thereafter	\$ 1,925.0

Goodwill, gross intangible assets, and net intangible assets are all subject to foreign currency translation effects. The change in net intangible assets from November 30, 2020 to May 31, 2021 was primarily due to current year amortization and the reclassification of MarkitSERV intangible assets to held-for-sale, as well as foreign currency translation effects.

6. Debt

The following table summarizes total indebtedness, including unamortized premiums, as of May 31, 2021 and November 30, 2020 (in millions):

	Maturity Date	May 31, 2021		November 30, 2020	
		Carrying Amount	Fair Value	Carrying Amount	Fair Value
Credit Facilities:					
2019 revolving facility	November 2024	\$ 332.0	332.0	\$ 17.0	\$ 17.0
2019 credit agreement	April 2021	—	—	250.0	250.0
Senior Unsecured Notes:					
5.00% senior notes due 2022	November 1, 2022	748.2	786.3	748.2	802.6
4.125% senior notes due 2023	August 1, 2023	499.3	536.1	499.2	545.2
3.625% senior notes due 2024	May 1, 2024	399.3	430.0	399.3	436.8
4.75% senior notes due 2025	February 15, 2025	808.7	899.0	809.7	916.2
4.00% senior notes due 2026	March 1, 2026	500.0	555.4	500.0	573.9
4.75% senior notes due 2028	August 1, 2028	748.0	874.2	747.9	906.8
4.25% senior notes due 2029	May 1, 2029	970.3	1,083.7	971.4	1,135.5
Debt issuance costs		(33.9)		(38.5)	
Finance leases		5.0		5.6	
Total debt		\$ 4,976.9		\$ 4,909.8	
Current portion		(333.1)		(268.1)	
Total long-term debt		\$ 4,643.8		\$ 4,641.7	

2019 revolving facility. On November 29, 2019, we entered into a \$1.25 billion senior unsecured revolving credit agreement (“2019 revolving facility”). Subject to certain conditions, the 2019 revolving facility may be expanded by up to an aggregate of \$750 million in additional commitments. Borrowings under the 2019 revolving facility mature in November 2024. The interest rates for borrowings under the 2019 revolving facility are the applicable LIBOR plus a spread of 1.00 percent to 1.625 percent, depending upon our corporate credit rating. A commitment fee on any unused balance is payable periodically and ranges from 0.10 percent to 0.25 percent based upon our corporate credit rating. We had approximately \$1.1 million of outstanding letters of credit under the 2019 revolving facility as of May 31, 2021, which reduced the available borrowing under the facility by an equivalent amount.

2019 credit agreement. In September 2019, we entered into a 364-day credit agreement (the “2019 credit agreement”) for a term loan credit facility in an aggregate principal amount of \$250.0 million. In April 2020, we amended the 2019 credit agreement to extend the term through April 2021. In April 2021, we repaid the 2019 credit agreement using borrowings under the 2019 revolving facility. The interest rate for borrowing under the 2019 credit agreement was the applicable LIBOR plus a spread of 1.00 percent.

The 2019 revolving facility and the 2019 credit agreement are subject to certain financial and other covenants, including a maximum Leverage Ratio and a minimum Interest Coverage Ratio, which is defined as the ratio of Consolidated EBITDA to Consolidated Interest Expense, as such terms are defined in the agreements.

As of May 31, 2021, we had approximately \$332.0 million of outstanding borrowings under the 2019 revolving facility at a current annual interest rate of 1.36 percent.

Senior Unsecured Notes. All of our senior unsecured notes (“Senior Notes”) are unsecured and bear interest at a fixed rate payable semiannually. The Senior Notes were issued in registered offerings under the Securities Act or in offerings not subject to the registration requirements of the Securities Act, and all the Senior Notes have been admitted for trading to the official list of The International Stock Exchange in the Channel Islands. The indentures governing the Senior Notes all provide that, at the option of the respective holders of the Senior Notes, we may be required to purchase all or a portion of such Senior Notes upon occurrence of a change of control triggering event as defined in the respective indentures, at a price equal to 101 percent of the principal amount thereof, plus accrued and unpaid interest to the date of purchase. All the indentures also contain (i) covenants that limit our ability to, among other things, incur or create liens and enter into sale and leaseback transactions, (ii) covenants that

limit our ability to consolidate or merge with another entity or to sell all or substantially all of our assets to another entity, and (iii) customary default provisions.

As of May 31, 2021, we were in compliance with all of our debt covenants. We have classified short-term debt based on scheduled loan payments and intended repayments on our revolving facility based on expected cash availability over the next 12 months.

The carrying value of our variable rate debt instruments approximate their fair value because of the variable interest rates associated with those instruments. The fair values of the senior notes were measured using observable inputs in markets that are not active; consequently, we have classified those notes within Level 2 of the fair value hierarchy.

7. Derivatives

Our business is exposed to various market risks, primarily foreign currency risk. We utilize derivative instruments to help us manage this risk. We do not hold or issue derivatives for speculative purposes.

To mitigate foreign currency exposure, we utilize short-term foreign currency forward contracts that manage market risks associated with fluctuations in balances that are denominated in currencies other than the local functional currency. We account for these forward contracts at fair value and recognize the associated realized and unrealized gains and losses in other expense (income), net, since we have not designated these contracts as hedges for accounting purposes. The notional amount of these outstanding foreign currency forward contracts was \$349.2 million and \$342.3 million as of May 31, 2021 and November 30, 2020, respectively.

Since our derivative instruments are not listed on an exchange, we have evaluated fair value by reference to similar transactions in active markets; consequently, we have classified all of our derivative instruments within Level 2 of the fair value measurement hierarchy. As of May 31, 2021 and November 30, 2020, we had assets of \$5.6 million and \$2.5 million, respectively, which were classified within other current assets, and we had liabilities of \$0.2 million and \$0.4 million, respectively, which were classified within other accrued expenses and other liabilities.

8. Restructuring and Impairment Charges

The following table provides a reconciliation of our restructuring liability, recorded in other accrued expenses, as of May 31, 2021 (in millions):

	Employee Severance and Other Termination Benefits	Contract Termination and Other Costs	Total
Balance at November 30, 2020	\$ 54.3	\$ 10.8	\$ 65.1
Add: Restructuring costs incurred	7.3	(0.2)	7.1
Revision to prior estimates	(1.9)	(0.3)	(2.2)
Less: Amount paid	(43.7)	(2.2)	(45.9)
Balance at May 31, 2021	<u>\$ 16.0</u>	<u>\$ 8.1</u>	<u>\$ 24.1</u>

As of May 31, 2021, approximately \$6.9 million of the remaining restructuring liability was in Resources, \$3.9 million in Transportation, \$9.8 million in Shared Services, \$2.3 million in CMS, and the remainder in Financial Services.

As part of our effort to moderate the impact of the COVID-19 pandemic, we continue to evaluate our office facilities to determine where we can exit, consolidate, or otherwise optimize our use of office space throughout the company. For the six months ended May 31, 2021, we recorded approximately \$3.9 million of impairment charges.

9. Acquisition-Related Costs

During the six months ended May 31, 2021, we incurred approximately \$46.4 million in costs associated with acquisitions and divestitures, primarily related to legal, consulting, and other professional services associated with recently announced merger and divestiture activities, as well as aM acquisition-related performance compensation.

The following table provides a reconciliation of the acquisition-related costs accrued liability, recorded in other accrued expenses and other liabilities, as of May 31, 2021 (in millions):

	Contract Termination Costs	Other	Total
Balance at November 30, 2020	\$ 1.3	\$ 67.0	\$ 68.3
Add: Costs incurred	—	46.4	46.4
Less: Amount paid	(0.2)	(26.0)	(26.2)
Balance at May 31, 2021	<u>\$ 1.1</u>	<u>\$ 87.4</u>	<u>\$ 88.5</u>

As of May 31, 2021, approximately \$44.7 million of the remaining liability is associated with the aM acquisition-related performance compensation liability described in Note 2, with the remainder primarily related to costs associated with the S&P Global merger and acquisition and divestiture activity within the Financial Services segment.

10. Stock-Based Compensation

Stock-based compensation expense for the three and six months ended May 31, 2021 and May 31, 2020 was as follows (in millions):

	Three months ended May 31,		Six months ended May 31,	
	2021	2020	2021	2020
Cost of revenue	\$ 15.5	\$ 20.6	\$ 35.9	\$ 44.6
Selling, general and administrative	34.4	50.6	79.8	109.2
Total stock-based compensation expense	<u>\$ 49.9</u>	<u>\$ 71.2</u>	<u>\$ 115.7</u>	<u>\$ 153.8</u>

No stock-based compensation cost was capitalized during the three and six months ended May 31, 2021 and May 31, 2020.

As of May 31, 2021, there was \$290.1 million of unrecognized stock-based compensation cost, adjusted for estimated forfeitures, related to unvested stock-based awards that will be recognized over a weighted-average period of approximately 1.8 years. Total unrecognized stock-based compensation cost will be adjusted for future changes in estimated forfeitures and expected performance achievement.

Restricted Stock Units (RSUs). The following table summarizes RSU activity, including awards with performance and market conditions, during the six months ended May 31, 2021:

	Shares	Weighted- Average Grant Date Fair Value
	(in millions)	
Balance at November 30, 2020	6.8	\$ 61.57
Granted	2.3	\$ 89.93
Vested	(3.3)	\$ 54.23
Forfeited	(0.1)	\$ 79.32
Balance at May 31, 2021	<u>5.7</u>	<u>\$ 76.61</u>

The total fair value of RSUs that vested during the six months ended May 31, 2021 was \$289.8 million.

11. Income Taxes

Our effective tax rate for the three and six months ended May 31, 2021 was 26 percent and 22 percent, compared to 6 percent and 2 percent for the three and six months ended May 31, 2020. The higher 2021 tax rates are primarily due to U.S. minimum tax impacts of approximately \$15 million and \$34 million for the three and six months ended May 31, 2021, respectively, partially offset by excess tax benefits on stock-based compensation of approximately \$1 million and \$24 million for the same respective periods. The low tax rates for the three and six months ended May 31, 2020 are primarily due to tax benefits associated with the tax-efficient divestiture of the A&D business line (U.K. share sales are exempt from tax) of approximately \$9 million and \$38 million, respectively, and excess tax benefits on stock-based compensation of approximately \$12 million and \$76 million, partially offset by U.S. minimum tax impacts of approximately \$20 million and \$31 million, respectively.

On June 10, 2021, the U.K. enacted an increase in corporation tax rate from the current 19 percent to 25 percent, effective from April 1, 2023. Due to our fiscal year end, the higher tax rate will be phased in, resulting in a U.K. statutory rate of 23 percent for our fiscal year ending November 30, 2023 and 25 percent for subsequent fiscal years. Accounting Standards Codification (“ASC”) Topic 740, “Income Taxes,” requires that we remeasure our deferred tax assets and liabilities and recognize the effect of the tax law change in the period of enactment. We estimate a tax expense of approximately \$35 million to remeasure U.K. deferred taxes to account for the tax rate change. We will finalize and record the remeasurement in our fiscal quarter ending August 31, 2021.

12. Pensions and Postretirement Benefits

During the first quarter of 2020, we incurred settlement expense of approximately \$11.6 million related to lump-sum distributions to participants in our U.S. Retirement Income Plan (“U.S. RIP”), Supplemental Income Plan, and U.K. Retirement Income Plan (“U.K. RIP”) plans. We also converted to termination accounting for our U.K. RIP at the end of the first quarter, which resulted in an expense recognition of actuarial loss in excess of corridor of approximately \$9.6 million.

During the second quarter of 2020, we transferred our U.S. RIP annuity liability and our U.K. RIP liability to third-party insurers, which resulted in additional settlement expense of approximately \$8.9 million.

13. Commitments and Contingencies

From time to time, in the ordinary course of our business, we are involved in various legal, regulatory or administrative proceedings, lawsuits, government investigations, and other claims, including employment, commercial, intellectual property, and environmental, safety, and health matters. In addition, we may receive routine requests for information from governmental agencies in connection with their regulatory or investigatory authority or from private third parties pursuant to valid court orders or subpoenas. We review such proceedings, lawsuits, investigations, claims, and requests for information and take appropriate action as necessary. At the present time, we can give no assurance as to the outcome of any such pending proceedings, lawsuits, investigations, claims, or requests for information and we are unable to determine the ultimate resolution of or provide a reasonable estimate of the range of possible loss attributable to these matters or the effect they may have on us. However, we do not expect the outcome of such proceedings, lawsuits, claims, or requests for information to have a material adverse effect on our results of operations or financial condition. We have defended and will continue to vigorously defend ourselves in all matters.

As of June 22, 2021, nine complaints had been filed by purported shareholders of IHS Markit or S&P Global relating to our proposed merger with S&P Global. All of these actions have been voluntarily dismissed or discontinued.

14. Common Shares and Earnings per Share

Weighted-average shares outstanding for the three and six months ended May 31, 2021 and May 31, 2020 were calculated as follows (in millions):

	Three months ended May 31,		Six months ended May 31,	
	2021	2020	2021	2020
Weighted-average shares outstanding:				
Shares used in basic EPS calculation	398.8	397.0	398.1	396.4
Effect of dilutive securities:				
RSUs/RSAs	1.6	1.2	2.4	2.5
Stock options	0.3	1.9	0.3	3.2
Shares used in diluted EPS calculation	400.7	400.1	400.8	402.1

Share Repurchase Programs

In October 2019, our Board of Directors authorized a share repurchase program of up to \$2.5 billion of IHS Markit common shares from October 17, 2019 through November 30, 2021, to be funded using our existing cash, cash equivalents, marketable securities, and future cash flows, or through the incurrence of short- or long-term indebtedness, at management's discretion. This October 2019 share repurchase program does not obligate us to repurchase any set dollar amount or number of shares and may be modified, suspended, or terminated at any time without prior notice. Under the repurchase program, we are authorized to repurchase our common shares on the open market from time to time, in privately negotiated transactions, or through accelerated share repurchase agreements, subject to availability of common shares, price, market conditions, alternative uses of capital, and applicable regulatory requirements, at management's discretion. As of May 31, 2021, we had \$1.6 billion remaining available to repurchase under the program. The merger agreement with S&P Global restricts our ability to purchase our shares and therefore our share repurchase program is currently suspended through November 2021, other than for the repurchase of shares associated with tax withholding requirements for share-based compensation.

In August 2016, our Board of Directors separately authorized, subject to applicable regulatory requirements, the repurchase of our common shares surrendered by employees in an amount equal to the exercise price, if applicable, and statutory tax liability associated with the vesting of their equity awards, for which we pay the statutory tax on behalf of the employee and forgo receipt of the exercise price of the award from the employee, if applicable.

In December 2019, we funded a \$500 million accelerated share repurchase ("ASR") agreement, which terminated in February 2020. We received a total of 6.491 million shares in connection with the ASR.

Dividends

Our Board of Directors approved a quarterly cash dividend of \$0.20 per share in each of the first and second quarters of 2021, compared to a quarterly cash dividend of \$0.17 per share in each of the first and second quarters of 2020.

Employee Benefit Trust (EBT) Shares

We have approximately 25.2 million outstanding common shares that are held by the Markit Group Holdings Limited Employee Benefit Trust. The trust is under our control using the variable interest entity model criteria; consequently, we have consolidated and classified the trust shares as treasury shares within our condensed consolidated balance sheets.

15. Accumulated Other Comprehensive Income (Loss)

The following table summarizes the changes in AOCI by component (net of tax) for the three months ended May 31, 2021 and May 31, 2020 (in millions):

	Foreign currency translation	Net pension and OPEB liability	Unrealized losses on hedging activities	Total
Balance at February 28, 2021	\$ 45.8	\$ —	\$ —	\$ 45.8
Other comprehensive income	97.0	—	—	97.0
Balance at May 31, 2021	<u>\$ 142.8</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 142.8</u>
	Foreign currency translation	Net pension and OPEB liability	Unrealized losses on hedging activities	Total
Balance at February 29, 2020	\$ (277.9)	\$ (10.7)	\$ (3.6)	\$ (292.2)
Other comprehensive (loss) income before reclassifications	(131.0)	0.8	(0.7)	(130.9)
Reclassifications from AOCI to income	—	9.9	1.0	10.9
Balance at May 31, 2020	<u>\$ (408.9)</u>	<u>\$ —</u>	<u>\$ (3.3)</u>	<u>\$ (412.2)</u>

The following table summarizes the changes in AOCI by component (net of tax) for the six months ended May 31, 2021 and May 31, 2020 (in millions):

	Foreign currency translation	Net pension and OPEB liability	Unrealized losses on hedging activities	Total
Balance at November 30, 2020	\$ (107.9)	\$ —	\$ —	\$ (107.9)
Other comprehensive income	250.7	—	—	250.7
Balance at May 31, 2021	<u>\$ 142.8</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 142.8</u>
	Foreign currency translation	Net pension and OPEB liability	Unrealized losses on hedging activities	Total
Balance at November 30, 2019	\$ (242.3)	\$ (15.6)	\$ (3.7)	\$ (261.6)
Other comprehensive (loss) income before reclassifications	(166.6)	0.8	(1.4)	(167.2)
Reclassifications from AOCI to income	—	14.8	1.8	16.6
Balance at May 31, 2020	<u>\$ (408.9)</u>	<u>\$ —</u>	<u>\$ (3.3)</u>	<u>\$ (412.2)</u>

16. Segment Information

We prepare our financial reports and analyze our business results within our four operating segments: Financial Services, Transportation, Resources, and CMS. We evaluate revenue performance at the segment level and by transaction type. No single customer accounted for 10 percent or more of our total revenue for the three and six months ended May 31, 2021 and May 31, 2020. There are no material inter-segment revenues for any period presented. Our shared services function includes corporate transactions that are not allocated to the reportable segments, including net periodic pension and postretirement expense, as well as certain corporate functions such as investor relations, procurement, corporate development, and portions of finance, legal, and marketing.

We evaluate segment operating performance at the Adjusted EBITDA level for each of our four segments. We define Adjusted EBITDA as net income before net interest, provision for income taxes, depreciation and amortization, stock-based compensation expense, restructuring charges, acquisition-related costs and performance compensation, exceptional litigation, net other gains and losses, pension mark-to-market and settlement expense, the impact of equity-method investments and noncontrolling interests, and discontinued operations. Information about the operations of our four segments is set forth below (in millions).

	Three months ended May 31,		Six months ended May 31,	
	2021	2020	2021	2020
Revenue				
Financial Services	\$ 493.4	\$ 443.5	\$ 977.9	\$ 879.5
Transportation	344.1	243.2	655.8	540.4
Resources	220.8	219.0	423.5	444.6
CMS	123.1	120.9	244.1	242.9
Total revenue	\$ 1,181.4	\$ 1,026.6	\$ 2,301.3	\$ 2,107.4
Adjusted EBITDA				
Financial Services	\$ 237.8	\$ 231.3	\$ 470.7	\$ 436.7
Transportation	170.7	101.6	317.4	219.6
Resources	91.4	96.2	165.6	186.4
CMS	28.7	35.0	54.8	64.4
Shared services	(11.2)	(10.1)	(24.3)	(21.5)
Total Adjusted EBITDA	\$ 517.4	\$ 454.0	\$ 984.2	\$ 885.6
Reconciliation to the condensed consolidated statements of operations:				
Interest income	—	0.2	0.1	0.6
Interest expense	(55.4)	(60.0)	(110.9)	(121.2)
Provision for income taxes	(57.6)	(4.7)	(87.9)	(9.0)
Depreciation	(59.3)	(56.4)	(115.4)	(107.5)
Amortization related to acquired intangible assets	(91.2)	(93.0)	(186.7)	(187.2)
Stock-based compensation expense	(49.9)	(71.2)	(115.7)	(153.8)
Restructuring and impairment charges	(7.7)	(81.3)	(8.7)	(85.8)
Acquisition-related costs	(29.4)	(2.1)	(38.6)	(2.8)
Acquisition-related performance compensation	(3.9)	(4.5)	(7.8)	(4.7)
Gain on sale of assets	0.1	(1.4)	0.2	370.9
Pension mark-to-market and settlement expense	—	(8.8)	—	(30.0)
Adjusted EBITDA impacts from equity-method investments and noncontrolling interest	(4.1)	0.9	(4.5)	1.6
Net income attributable to IHS Markit Ltd.	\$ 159.0	\$ 71.7	\$ 308.3	\$ 556.7

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

The following Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”) is intended to help the reader understand the financial condition and results of operations of IHS Markit Ltd. (“IHS Markit,” “we,” “us,” or “our”) as of and for the periods presented. The following discussion should be read in conjunction with our 2020 Annual Report on Form 10-K and the Condensed Consolidated Financial Statements and accompanying notes included in this Quarterly Report on Form 10-Q. References to 2021 are to our fiscal year 2021, which began on December 1, 2020 and ends on November 30, 2021.

Executive Summary

Business Overview

We are a world leader in critical information, analytics, and solutions for the major industries and markets that drive economies worldwide. We deliver next-generation information, analytics, and solutions to customers in business, finance, and government, improving their operational efficiency and providing deep insights that lead to well-informed, confident decisions. We have more than 50,000 business and government customers, including 80 percent of the Fortune Global 500 and the world’s leading financial institutions. Headquartered in London, we are committed to sustainable, profitable growth.

To best serve our customers, we are organized into the following four industry-focused segments:

- *Financial Services*, which includes our financial Information, Solutions, and Processing product offerings;
- *Transportation*, which includes our Automotive and Maritime & Trade product offerings;
- *Resources*, which includes our Upstream and Downstream product offerings; and
- *Consolidated Markets & Solutions*, which includes our Product Design, Economics & Country Risk, and TMT benchmarking product offerings.

Our recurring revenue streams represented approximately 88 percent of our total revenue for the six months ended May 31, 2021. Our recurring revenue is generally stable and predictable, and we have long-term relationships with many of our customers.

For the six months ended May 31, 2021, we focused our efforts on the following actions:

- *Increase in geographic, product, and customer penetration.* We believe there are continued opportunities to add new customers and to increase the use of our products and services by existing customers. We plan to add new customers and build our relationships with existing customers by leveraging our existing sales channels, broad product portfolio, global footprint, and industry expertise to anticipate and respond to the changing demands of our end markets.
- *Introduce innovative offerings and enhancements.* In recent years, we have launched several new product offerings addressing a wide array of customer needs, and we expect to continue innovating using our existing data sets and industry expertise, converting core information to higher value advanced analytics. We also intend to continue to invest across our business to increase our customer value proposition.
- *Improve efficiency, productivity, and financial strength.* We are striving to strengthen our operational excellence by consistently improving productivity and efficiency, particularly as we continue to work through the effects of the COVID-19 pandemic. We also continue to build on our strong financial foundation, balancing capital allocation between returning capital to shareholders (targeting an annual capital return of 50 to 75 percent of our annual capital capacity through share repurchases and cash dividends) and completing mergers and acquisitions, focused primarily on targeted transactions in our core end markets that will allow us to continue to build out our strategic position. We intend to continue to operate at the high end of our capital policy target leverage ratio of 2.0-3.0x.

On November 29, 2020, we, S&P Global Inc., and Merger Sub entered into an agreement and plan of merger, which was subsequently amended on January 20, 2021, pursuant to which Merger Sub will merge with and into IHS Markit, with IHS Markit surviving such merger as a wholly-owned, direct subsidiary of S&P Global. The merger intends to bring together a unique portfolio of highly complementary assets, as well as innovation and technology capability to accelerate growth and enhance value creation. At the completion of the merger, each IHS Markit share that is issued and outstanding (other than dissenting shares and shares held by IHS Markit in treasury) will be converted into the right to receive 0.2838 fully paid and nonassessable shares of S&P Global common stock, and, if applicable, cash in lieu of fractional shares, without interest, and less any applicable withholding taxes. If the merger is completed, IHS Markit shares will cease to be listed on the New York Stock Exchange and IHS Markit shares will be deregistered under the Securities Exchange Act. The merger was approved by IHS Markit and S&P Global shareholders on March 11, 2021, but is still subject to antitrust and regulatory approval requirements, as well as other customary closing conditions. Following recent feedback from regulators, we have decided to explore a divestiture of our Oil Price Information Services (“OPIS”) business, as well as our Coal, Metals, and Mining business. We made this decision in an effort to ensure the pending merger of our companies closes on a timely basis, which we currently anticipate to occur during the calendar fourth quarter of 2021.

Key Performance Indicators

We believe that revenue growth, Adjusted EBITDA (both in dollars and margin), and free cash flow are key financial measures of our success. Adjusted EBITDA and free cash flow are financial measures that are not prepared in accordance with U.S. generally accepted accounting principles (“non-GAAP”).

Revenue growth. We review year-over-year revenue growth in our segments as a key measure of our success in addressing customer needs. We measure revenue growth in terms of organic, acquisitive, and foreign currency impacts. We define these components as follows:

- *Organic* – We define organic revenue growth as total revenue growth from continuing operations for all factors other than acquisitions and foreign currency movements. We drive this type of revenue growth through value realization (pricing), expanding wallet share of existing customers through up-selling and cross-selling efforts, securing new customer business, and the sale of new or enhanced product offerings.
- *Acquisitive* – We define acquisitive revenue as the revenue generated from acquired products and services from the date of acquisition to the first anniversary date of that acquisition. This type of growth comes as a result of our strategy to purchase, integrate, and leverage the value of assets we acquire. We also include the impact of divestitures in this metric.
- *Foreign currency* – We define the foreign currency impact on revenue as the difference between current revenue at current exchange rates and current revenue at the corresponding prior period exchange rates. Due to the significance of revenue transacted in foreign currencies, we believe that it is important to measure the impact of foreign currency movements on revenue.

In addition to measuring and reporting revenue by segment, we also measure and report revenue by transaction type. Understanding revenue by transaction type helps us identify and address broad changes in product mix. We summarize our transaction type revenue into the following three categories:

- *Recurring fixed revenue* represents revenue generated from contracts specifying a relatively fixed fee for services delivered over the life of the contract. The initial term of these contracts is typically annual (with some longer-term arrangements) and non-cancellable for the term of the subscription, and may contain provisions for minimum monthly payments. The fixed fee is typically paid annually or more periodically in advance. These contracts typically consist of subscriptions to our various information offerings and software maintenance, which provide continuous access to our platforms and associated data over the contract term. Subscription revenue is usually recognized ratably over the contract term or, for term-based software license arrangements, annually on renewal.
- *Recurring variable revenue* represents revenue from contracts that specify a fee for services, which is typically not fixed. The variable fee is usually paid monthly in arrears. Recurring variable revenue is based on, among other factors, the number of trades processed, assets under management, or the number of positions we value. Most of these contracts have an initial term ranging from one to five years, with auto-renewal periods thereafter. Recurring variable revenue was derived entirely from the Financial Services segment for all periods presented.

- *Non-recurring revenue* represents consulting, services, single-document product sales, perpetual license sales and associated services, conferences and events, and advertising. Our non-recurring products and services are an important part of our business because they complement our recurring business in creating strong and comprehensive customer relationships.

Non-GAAP measures. We use non-GAAP financial measures such as EBITDA, Adjusted EBITDA, and free cash flow in our operational and financial decision-making. We believe that such measures allow us to focus on what we deem to be more reliable indicators of ongoing operating performance (Adjusted EBITDA) and our ability to generate cash flow from operations (free cash flow). We also believe that investors may find these non-GAAP financial measures useful for the same reasons, although we caution readers that non-GAAP financial measures are not a substitute for U.S. GAAP financial measures or disclosures. None of these non-GAAP financial measures are recognized terms under U.S. GAAP and do not purport to be an alternative to net income or operating cash flow as an indicator of operating performance or any other U.S. GAAP measure. Throughout this MD&A, we provide reconciliations of these non-GAAP financial measures to the most directly comparable U.S. GAAP measures.

- *EBITDA and Adjusted EBITDA.* EBITDA and Adjusted EBITDA are used by securities analysts, investors, and other interested parties to assess our operating performance. For example, a measure similar to Adjusted EBITDA is required by the lenders under our revolving credit agreement. We define EBITDA as net income plus or minus net interest, plus provision for income taxes, depreciation, and amortization. Our definition of Adjusted EBITDA further excludes primarily non-cash items and other items that we do not consider to be useful in assessing our operating performance (e.g., stock-based compensation expense, restructuring charges, acquisition-related costs and performance compensation, exceptional litigation, net other gains and losses, pension mark-to-market, settlement, and other expense, the impact of equity-method investments and noncontrolling interests, and discontinued operations).
- *Free Cash Flow.* We define free cash flow as net cash provided by operating activities less payments for acquisition-related performance compensation and capital expenditures.

Non-GAAP measures are frequently used by securities analysts, investors, and other interested parties in their evaluation of companies comparable to us, many of which present non-GAAP measures when reporting their results. These measures can be useful in evaluating our performance against our peer companies because we believe the measures provide users with valuable insight into key components of U.S. GAAP financial disclosures. For example, a company with higher U.S. GAAP net income may not be as appealing to investors if its net income is more heavily comprised of gains on asset sales. Likewise, excluding the effects of interest income and expense moderates the impact of a company's capital structure on its performance. However, non-GAAP measures have limitations as an analytical tool. Because not all companies use identical calculations, our presentation of non-GAAP financial measures may not be comparable to other similarly titled measures of other companies. They are not presentations made in accordance with U.S. GAAP, are not measures of financial condition or liquidity, and should not be considered as an alternative to profit or loss for the period determined in accordance with U.S. GAAP or operating cash flows determined in accordance with U.S. GAAP. As a result, these performance measures should not be considered in isolation from, or as a substitute analysis for, results of operations as determined in accordance with U.S. GAAP.

Global Operations

Approximately 40 percent of our revenue is transacted outside of the United States; however, only about 20 percent of our revenue is transacted in currencies other than the U.S. dollar. As a result, a strengthening U.S. dollar relative to certain currencies has historically resulted in a negative impact on our revenue; conversely, a weakening U.S. dollar has historically resulted in a positive impact on our revenue. Our largest foreign currency exposures for revenue are the British Pound, Euro, and Canadian Dollar.

Results of Operations

Total Revenue

Revenue for the three and six months ended May 31, 2021, increased 15 percent and 9 percent compared to the three and six months ended May 31, 2020. The table below displays the percentage change in revenue due to organic, acquisitive, and foreign currency factors when comparing the three and six months ended May 31, 2021 to the three and six months ended May 31, 2020.

	Change in Total Revenue		
	Organic	Acquisitive	Foreign Currency
Second quarter 2021 vs. Second quarter 2020	13 %	— %	2 %
Year-to-date 2021 vs. Year-to-date 2020	8 %	— %	1 %

Organic revenue growth for the three and six months ended May 31, 2021, compared to the three and six months ended May 31, 2020, was led by strong performance in the Transportation segment as the economic environment continues to recover from the pandemic. Financial Services segment organic revenue growth continued to be solid. We continue to experience negative organic revenue growth in the Resources segment, and CMS segment organic revenue growth was flat.

Foreign currency had a slight positive effect on revenue growth for the three and six months ended May 31, 2021, compared to the three and six months ended May 31, 2020. Due to the extent of our global operations, foreign currency movements could positively or negatively affect our results in the future.

Revenue by Segment

(In millions, except percentages)	Three months ended May 31,		Percentage Change	Six months ended May 31,		Percentage Change
	2021	2020		2021	2020	
Revenue:						
Financial Services	\$ 493.4	\$ 443.5	11 %	\$ 977.9	\$ 879.5	11 %
Transportation	344.1	243.2	41 %	655.8	540.4	21 %
Resources	220.8	219.0	1 %	423.5	444.6	(5)%
CMS	123.1	120.9	2 %	244.1	242.9	— %
Total revenue	\$ 1,181.4	\$ 1,026.6	15 %	\$ 2,301.3	\$ 2,107.4	9 %

The percentage change in revenue for each segment was due to the factors described in the following table.

	Change in revenue					
	Second quarter 2021 vs. Second quarter 2020			Year-to-date 2021 vs. Year-to-date 2020		
	Organic	Acquisitive	Foreign Currency	Organic	Acquisitive	Foreign Currency
Financial Services	9 %	1 %	2 %	9 %	— %	1 %
Transportation	39 %	— %	2 %	20 %	— %	2 %
Resources	— %	— %	1 %	(5)%	— %	— %
CMS	1 %	(1)%	2 %	— %	(1)%	1 %

Financial Services revenue for the three and six months ended May 31, 2021, compared to the three and six months ended May 31, 2020, experienced broad-based organic growth. Within our Information product offerings, organic revenue growth was led by strong demand for our pricing, reference data, and valuation offerings, as well as continued growth in our equities regulatory reporting and trading analytics platforms. Within our Solutions product offerings, organic growth continued to benefit from robust market activity in equities and loan markets, combined with a broad-based rebound of investment by our customers in our software solutions and our corporate actions and regulatory and compliance offerings. Within our Processing product offerings, organic revenue growth was driven by steady market activity in loan markets and some moderation in credit derivatives processing activity versus the same period last year.

Transportation revenue for the three and six months ended May 31, 2021, compared to the three and six months ended May 31, 2020, experienced very strong organic revenue growth. The dealer-facing portion of our automotive offerings experienced strong growth across CARFAX and automotiveMastermind, as we built back from the effects of the pandemic in 2020. Other parts of our automotive offerings, such as products supporting OEMs, parts manufacturers, and banking and insurance clients are now experiencing organic revenue growth again, albeit at a more stable pace. Our automotive product offerings continue to provide the largest contribution to Transportation revenue, and our diversification in used and new car product offerings allows for balanced opportunities for growth.

Resources revenue was flat for the three months ended May 31, 2021 and declined for the six months ended May 31, 2021, compared to the three and six months ended May 31, 2020, respectively, with our Upstream product offerings continuing to be negatively impacted by constrained industry capital expenditure spend. The upstream decline in the three months ended May 31, 2021 was largely offset by the return of our CERAWeek energy conference, which we held virtually in March 2021. We believe our Resources annual contract value (“ACV”), which represents the annualized value of recurring revenue contracts, bottomed in the first quarter of 2021, and we expect it to slowly recover throughout the rest of 2021. ACV increased \$2 million in the quarter and has declined 8 percent on a trailing annual basis.

CMS revenue for the three and six months ended May 31, 2021, compared to the three and six months ended May 31, 2020, was relatively flat.

Revenue by Transaction Type

(in millions, except percentages)	Three months ended May 31,		Percentage change		Six months ended May 31,		Percentage change	
	2021	2020	Total	Organic	2021	2020	Total	Organic
Revenue:								
Recurring fixed	\$ 836.0	\$ 755.2	11 %	9 %	\$ 1,661.6	\$ 1,559.3	7 %	6 %
Recurring variable	182.6	158.0	16 %	11 %	355.5	304.8	17 %	14 %
Non-recurring	162.8	113.4	44 %	41 %	284.2	243.3	17 %	15 %
Total revenue	\$ 1,181.4	\$ 1,026.6	15 %	13 %	\$ 2,301.3	\$ 2,107.4	9 %	8 %
As a percent of total revenue:								
Recurring fixed	71 %	74 %			72 %	74 %		
Recurring variable	15 %	15 %			15 %	14 %		
Non-recurring	14 %	11 %			12 %	12 %		

Recurring fixed revenue organic growth increased 9 percent and 6 percent for the three and six months ended May 31, 2021, respectively, compared to the three and six months ended May 31, 2020, largely due to our Transportation and Financial Services recurring offerings, partially offset by a decline in our Resources recurring offerings. Recurring variable revenue was composed entirely of Financial Services revenue, which continued to experience strong performance.

The non-recurring organic revenue increases for the three and six months ended May 31, 2021, compared to the three and six months ended May 31, 2020, were primarily driven by continuing strength in our Financial Services Solutions offerings, a return to more normal activity in our Transportation offerings, and the return of our annual conference events, including CERAWeek. These increases were partially offset by lower transactional content purchases for Resources Upstream offerings and CMS Product Design offerings.

Operating Expenses

The following table shows our operating expenses and the associated percentages of revenue.

(In millions, except percentages)	Three months ended May 31,		Percentage Change	Six months ended May 31,		Percentage Change
	2021	2020		2021	2020	
Operating expenses:						
Cost of revenue	\$ 425.8	\$ 388.3	10 %	\$ 841.0	\$ 804.1	5 %
SG&A expense	283.3	258.1	10 %	585.5	574.3	2 %
Total cost of revenue and SG&A expense	\$ 709.1	\$ 646.4	10 %	\$ 1,426.5	\$ 1,378.4	3 %
Depreciation and amortization expense						
Depreciation and amortization expense	\$ 150.5	\$ 149.4	1 %	\$ 302.1	\$ 294.7	3 %
As a percent of revenue:						
Total cost of revenue and SG&A expense	60 %	63 %		62 %	65 %	
Depreciation and amortization expense	13 %	15 %		13 %	14 %	

Cost of Revenue and SG&A Expense

In managing our business, we evaluate our costs by type (e.g., salaries and benefits, facilities, IT) rather than by income statement classification. The increases in cost of revenue and SG&A expense were largely due to the normalization of our business activities in 2021, compared to the strict cost control measures we employed in 2020 at the onset of the COVID-19 pandemic.

Within our cost of revenue and SG&A expense, stock-based compensation expense decreased by approximately \$21 million and \$38 million for the three and six months ended May 31, 2021, respectively, compared to the three and six months ended May 31, 2020, which was largely due to lower employer tax impacts associated with the lower level of stock option exercises in 2021.

Depreciation and Amortization Expense

For the three and six months ended May 31, 2021, compared to the three and six months ended May 31, 2020, depreciation and amortization expense increased on an absolute basis primarily because of capitalized software development investments, but decreased as a percentage of revenue due to our strong revenue growth outpacing depreciation and amortization increases.

Restructuring and Impairment Charges

Please refer to Note 8 to the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for a discussion of costs associated with our cost-reduction initiatives. During the three and six months ended May 31, 2021, we recorded approximately \$7.7 million and \$8.7 million, respectively, of direct and incremental costs associated with restructuring and impairment charges, compared to \$81.3 million and \$85.8 million, respectively, of restructuring and impairment charges for the three and six months ended May 31, 2020. The 2020 charges included employee severance and the abandonment or partial abandonment of various office locations around the world.

Acquisition-Related Costs

Please refer to Note 9 to the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for a discussion of costs associated with our integration and other acquisition-related activities. During the three and six months ended May 31, 2021, we recorded approximately \$33.3 million and \$46.4 million, respectively, of direct and incremental costs associated with acquisition and divestiture activities.

Other Expense (Income), Net

Other income for the six months ended May 31, 2020 includes an approximate \$372 million gain on sale related to the A&D business line divestiture in December 2019. Please refer to Note 2 to the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for additional discussion about the divestiture.

Segment Adjusted EBITDA

(In millions, except percentages)	Three months ended May 31,		Percentage Change	Six months ended May 31,		Percentage Change
	2021	2020		2021	2020	
Adjusted EBITDA:						
Financial Services	\$ 237.8	\$ 231.3	3 %	\$ 470.7	\$ 436.7	8 %
Transportation	170.7	101.6	68 %	317.4	219.6	45 %
Resources	91.4	96.2	(5)%	165.6	186.4	(11)%
CMS	28.7	35.0	(18)%	54.8	64.4	(15)%
Shared services	(11.2)	(10.1)		(24.3)	(21.5)	
Total Adjusted EBITDA	\$ 517.4	\$ 454.0	14 %	\$ 984.2	\$ 885.6	11 %
As a percent of segment revenue:						
Financial Services	48 %	52 %		48 %	50 %	
Transportation	50 %	42 %		48 %	41 %	
Resources	41 %	44 %		39 %	42 %	
CMS	23 %	29 %		22 %	27 %	

For the three and six months ended May 31, 2021, compared to the three and six months ended May 31, 2020, Adjusted EBITDA increased primarily due to strong Transportation revenue performance and solid Financial Services revenue growth, as well as our continued cost containment efforts in the current COVID-19 pandemic environment, although all segment margins have been impacted as certain temporary cost containment measures have ended. We continue to focus our efforts on organic revenue growth and cost management to improve overall margins. Financial Services segment Adjusted EBITDA continued to increase due to organic revenue growth, although the associated margin declined because of increased investment in segment product offerings. The increase in Adjusted EBITDA for the Transportation segment was primarily due to organic revenue growth, which improved substantially compared to the prior year, when it was negatively impacted by the pandemic. Resources Adjusted EBITDA and associated margin decreased due to the organic revenue decline as a result of the COVID-19 pandemic, and the decrease in CMS Adjusted EBITDA and margin was driven primarily by mix shift, which we expect to improve during the year.

Provision for Income Taxes

Our effective tax rate for the three and six months ended May 31, 2021 was 26 percent and 22 percent, compared to 6 percent and 2 percent for the three and six months ended May 31, 2020. The higher 2021 tax rates are primarily due to U.S. minimum tax impacts of approximately \$15 million and \$34 million for the three and six months ended May 31, 2021, respectively, partially offset by excess tax benefits on stock-based compensation of approximately \$1 million and \$24 million for the same respective periods. The low tax rates for the three and six months ended May 31, 2020 are primarily due to tax benefits associated with the tax-efficient divestiture of the A&D business line (U.K. share sales are exempt from tax) of approximately \$9 million and \$38 million, respectively, and excess tax benefits on stock-based compensation of approximately \$12 million and \$76 million, partially offset by U.S. minimum tax impacts of approximately \$20 million and \$31 million, respectively.

On June 10, 2021, the U.K. enacted an increase in corporation tax rate from the current 19% to 25%, effective from April 1, 2023. Due to our fiscal year end, the higher tax rate will be phased in, resulting in a U.K. statutory rate of 23 percent for our fiscal year ending November 30, 2023 and 25 percent for subsequent fiscal years. Accounting Standards Codification (“ASC”) Topic 740, “Income Taxes,” requires that we remeasure our deferred tax assets and liabilities and recognize the effect of the tax law change in the period of enactment. We estimate a tax expense of approximately \$35 million to remeasure U.K. deferred taxes to account for the tax rate change. We will finalize and record the remeasurement in our fiscal quarter ending August 31, 2021.

EBITDA and Adjusted EBITDA (non-GAAP measures)

The following table provides reconciliations of our net income to EBITDA and Adjusted EBITDA for the three and six months ended May 31, 2021 and May 31, 2020.

(In millions, except percentages)	Three months ended May 31,		Percentage Change	Six months ended May 31,		Percentage Change
	2021	2020		2021	2020	
Net income attributable to IHS Markit Ltd.	\$ 159.0	\$ 71.7	122 %	\$ 308.3	\$ 556.7	(45)%
Interest income	—	(0.2)		(0.1)	(0.6)	
Interest expense	55.4	60.0		110.9	121.2	
Provision for income taxes	57.6	4.7		87.9	9.0	
Depreciation	59.3	56.4		115.4	107.5	
Amortization	91.2	93.0		186.7	187.2	
EBITDA	\$ 422.5	\$ 285.6	48 %	\$ 809.1	\$ 981.0	(18)%
Stock-based compensation expense	49.9	71.2		115.7	153.8	
Restructuring and impairment charges	7.7	81.3		8.7	85.8	
Acquisition-related costs	29.4	2.1		38.6	2.8	
Acquisition-related performance compensation	3.9	4.5		7.8	4.7	
Gain on sale of assets	(0.1)	1.4		(0.2)	(370.9)	
Pension mark-to-market and settlement expense	—	8.8		—	30.0	
Adjusted EBITDA impacts from equity-method investments and noncontrolling interest	4.1	(0.9)		4.5	(1.6)	
Adjusted EBITDA	\$ 517.4	\$ 454.0	14 %	\$ 984.2	\$ 885.6	11 %
Adjusted EBITDA as a percentage of revenue	43.8 %	44.2 %		42.8 %	42.0 %	

Our Adjusted EBITDA performance for the three and six months ended May 31, 2021, compared to the three and six months ended May 31, 2020, increased primarily because of organic revenue growth without proportionate growth in expense as we continue to focus on cost management activities as a result of COVID-19 and the current economic environment. Adjusted EBITDA margin decreased slightly for the three months ended May 31, 2021, compared to the prior year period, as our business activities began normalizing from the effects of the pandemic and certain temporary cost containment measures have ended. Adjusted EBITDA margin increased for the six months ended May 31, 2021, compared to the prior year period, largely due to the significant organic revenue growth we are currently experiencing.

Financial Condition

(In millions, except percentages)	As of May 31, 2021	As of November 30, 2020	Dollar change	Percentage change
Accounts receivable, net	\$ 870.9	\$ 891.7	\$ (20.8)	(2)%
Accrued compensation	\$ 143.6	\$ 206.1	\$ (62.5)	(30)%
Deferred revenue	\$ 1,009.5	\$ 886.2	\$ 123.3	14 %

The decrease in accounts receivable was primarily due to strong collection activity in the second quarter of 2021, while the deferred revenue increase was primarily due to higher billings in the first quarter of 2021. Accrued compensation decreased primarily due to the 2020 bonus payout made in the first quarter of 2021, partially offset by the current year accrual.

Liquidity and Capital Resources

As of May 31, 2021, we had cash and cash equivalents of \$217.4 million. Our principal sources of liquidity include cash generated by operating activities, cash and cash equivalents on the balance sheet, and amounts available under a revolving credit facility. We had approximately \$4.98 billion of debt as of May 31, 2021, consisting primarily of \$332.0 million of revolving facility debt and \$4.67 billion of senior notes. As of May 31, 2021, we had approximately \$916.9 million available under our revolving credit facility. Subject to certain exceptions, the merger agreement with S&P Global restricts our ability to borrow more than \$500 million in the aggregate without the prior consent of S&P Global. We do not believe this restriction will impact our liquidity to meet our ongoing working capital and capital expenditure needs.

Our interest expense for the three and six months ended May 31, 2021, compared to the three and six months ended May 31, 2020, decreased primarily because of lower floating interest rates in 2021 compared to the prior year, as well as decreased borrowings on our revolving facility debt.

Our Board of Directors approved a quarterly cash dividend of \$0.20 per share in each of the first and second quarters of 2021, which resulted in approximately \$159.0 million of cash payouts in the six months ended May 31, 2021. Our Board of Directors approved quarterly cash dividends of \$0.17 per share in each of the first and second quarters of 2020, which resulted in approximately \$135.3 million of cash payouts during 2020.

Our Board of Directors has authorized a share repurchase program of up to \$2.5 billion of IHS Markit common shares through November 30, 2021, to be funded using our existing cash, cash equivalents, marketable securities, and future cash flows, or through the incurrence of short- or long-term indebtedness, at management's discretion. This repurchase program does not obligate us to repurchase any set dollar amount or number of shares and may be modified, suspended, or terminated at any time without prior notice. Under this program, we are authorized to repurchase our common shares on the open market from time to time, in privately negotiated transactions, or through accelerated share repurchase agreements, subject to availability of common shares, price, market conditions, alternative uses of capital, and applicable regulatory requirements, at management's discretion. The merger agreement with S&P Global restricts our ability to purchase our shares and therefore our share repurchase program is currently suspended through November 2021, other than for the repurchase of shares associated with tax withholding requirements for share-based compensation.

Our Board of Directors has separately authorized, subject to applicable regulatory requirements, the repurchase of our common shares surrendered by employees in an amount equal to the exercise price, if applicable, and statutory tax liability associated with the vesting of their equity awards, for which we pay the statutory tax on behalf of the employee and forgo receipt of the exercise price of the award from the employee, if applicable. Such repurchases have been authorized in addition to the share repurchase program described above.

Based on our cash, debt, and cash flow positions, we believe that we will have sufficient liquidity to meet our ongoing working capital and capital expenditure needs. Our future capital requirements will depend on many factors, including the number and magnitude of future acquisitions, amount of share repurchases and dividends, the need for additional facilities or facility improvements, the timing and extent of spending to support product development efforts, information technology infrastructure investments, investments in our internal business applications, and the continued market acceptance of our offerings. Given current market conditions as a result of COVID-19, we are focused on maintaining higher levels of liquidity and capital structure flexibility. We maintain a solid balance sheet, investor grade rating, a well-positioned debt maturity ladder, and a strong diversified bank group. We expect to continue to operate within our capital policy target range of 2.0x-3.0x gross leverage.

Cash Flows

(In millions, except percentages)	Six months ended May 31,		Dollar change	Percentage change	
	2021	2020			
Net cash provided by operating activities	\$ 616.5	\$ 397.7	\$ 218.8	55	%
Net cash (used in) provided by investing activities	\$ (334.0)	\$ 287.3	\$ (621.3)	(216)	%
Net cash used in financing activities	\$ (203.1)	\$ (562.3)	\$ 359.2	(64)	%

The increase in net cash provided by operating activities was primarily due to the negative impact of 2020 cash payouts for acquisition-related performance compensation associated with the aM acquisition described in Note 2, pension contributions associated with the distribution and transfer of pension liabilities, payroll tax payments on stock option exercises, and tax payments associated with divestiture activities. Improved working capital in 2021 also contributed to the growth in net cash provided by our operating activities.

The decrease in net cash provided by investing activities was primarily due to the sale of the A&D business line in the first quarter of 2020, as well as the current year acquisition of Cappitech and investment in Gen II.

The decrease in net cash used in financing activities is primarily due to the decrease in share repurchases in 2021, compared to 2020, of \$750 million, partially offset by higher proceeds from stock option exercises in 2020 and higher dividend payouts in 2021.

Free Cash Flow (non-GAAP measure)

The following table reconciles our non-GAAP free cash flow measure to net cash provided by operating activities.

(In millions, except percentages)	Six months ended May 31,		Dollar change	Percentage change
	2021	2020		
Net cash provided by operating activities	\$ 616.5	\$ 397.7		
Payments for acquisition-related performance compensation	—	75.9		
Capital expenditures on property and equipment	(143.2)	(147.6)		
Free cash flow	\$ 473.3	\$ 326.0	\$ 147.3	45 %

The increase in free cash flow was primarily due to increased operating performance and working capital balances, as well as the absence of one-time pension and tax payments that were paid in the prior year. The payments for acquisition-related performance compensation are associated with the exercise of put provisions by aM equity interest holders, as further described in Note 2. Our free cash flow has historically been positive due to the robust cash generation attributes of our business model, and we expect that it will continue to be a significant source of funding for our business strategy of growth through organic and acquisitive means.

Credit Facility and Other Debt

Please refer to Note 6 to the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for a discussion of the current status of our debt arrangements.

Share Repurchase Programs

Please refer to Note 14 to the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q and to Part II, Item 2 in this Quarterly Report on Form 10-Q for a discussion of our share repurchase programs.

Off-Balance Sheet Transactions

We have no off-balance sheet transactions.

Critical Accounting Policies

Our management makes a number of significant estimates, assumptions, and judgments in the preparation of our financial statements. See “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates” in our 2020 Annual Report on Form 10-K for a discussion of the estimates and judgments necessary in our accounting for revenue recognition, business combinations, goodwill and other intangible assets, income taxes, and stock-based compensation.

Recent Accounting Pronouncements

Please refer to Note 1 to the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for a discussion of recent accounting pronouncements and their anticipated effect on our business.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

For information regarding our exposure to certain market risks, see “Item 7A. Quantitative and Qualitative Disclosures About Market Risk,” in our 2020 Annual Report on Form 10-K.

Item 4. Controls and Procedures

(a) Evaluation of disclosure controls and procedures.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of our disclosure controls and procedures pursuant to Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act, as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act are effective at a reasonable assurance level to ensure that information required to be disclosed in the reports required to be filed or submitted under the Securities 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, to allow timely decisions regarding required disclosure.

(b) Changes in internal control over financial reporting.

There were no changes in our internal control over financial reporting that occurred during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Please refer to Note 13 to the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for information about legal proceedings.

Item 1A. Risk Factors

There have been no material changes to the risk factors associated with our business previously disclosed in “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the period ended November 30, 2020.

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

The following table provides detail about our share repurchases during the three months ended May 31, 2021.

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs (in millions)
March 1 - March 31, 2020:				
Employee transactions	2,850	\$ 96.34	N/A	N/A
April 1 - April 30, 2021:				
Employee transactions	5,119	\$ 105.66	N/A	N/A
May 1 - May 31, 2021:				
Employee transactions	3,498	\$ 105.55	N/A	N/A
Total share repurchases	<u>11,467</u>	\$ 103.31		

For the second quarter of 2021, we repurchased approximately \$1.2 million of common shares related to employee transactions. This amount represents common shares repurchased from employees in an amount equal to the statutory tax liability associated with the vesting of their equity awards. We then pay the statutory tax on behalf of the employee. Our Board of Directors has approved this program in an effort to reduce the dilutive effects of employee equity grants.

Item 5. Other Information

Iran Threat Reduction and Syria Human Rights Act Disclosure

Under the Iran Threat Reduction and Syrian Human Rights Act of 2012, which added Section 13(r) of the Securities Exchange Act, we are required to include certain disclosures in our periodic reports if we or any of our affiliates knowingly engaged in certain specified activities during the period covered by the report. Disclosure is generally required even if the transactions or dealings were conducted in compliance with applicable law and regulations. During the third quarter of 2014, we acquired Global Trade Information Services, a Virginia corporation (“GTIS”). GTIS publishes the Global Trade Atlas (the “GTA”), an online trade data system offering global merchandise trade statistics such as import and export data from official sources in more than 90 countries. Included in the GTA from June 1, 2021 is certain trade data sourced from Iran for which GTIS pays an annual fee of approximately \$41,800. The procurement of this information is exempt from applicable economic sanctions laws and regulations as a funds transfer related to the exportation or importation of information and informational materials. There were no sales attributable to this Iranian trade data for the second quarter of 2021. Subject to any changes in the exempt status of such activities, we intend to continue these business activities as permissible under applicable export control and economic sanctions laws and regulations.

Item 6. Exhibits

(a) Index of Exhibits

Exhibit Number	Description
10.1+*	Amended and Restated Terms of Employment for Brian Crotty dated January 16, 2020
10.2+*	Amendment dated as of March 9, 2021 to Amended and Restated Terms of Employment for Brian Crotty
10.3+*	Retention Agreement for Brian Crotty dated January 20, 2021
10.4+*	Relocation/Reassignment Letter for Brian Crotty dated January 11, 2019
31.1*	Certification of the Chief Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) of the Securities Exchange Act
31.2*	Certification of the Chief Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) of the Securities Exchange Act
32*	Certification of the Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	The cover page from this Quarterly Report on Form 10-Q, formatted as Inline XBRL

* Filed herewith.

+ Compensatory plan or arrangement

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on June 23, 2021.

IHS MARKIT LTD.

By: /s/ Michael Easton

Name: Michael Easton

Title: Senior Vice President and Chief Accounting Officer



January 16, 2020
Brian Crotty
c/o IHS Markit Ltd.
2099 Gaither Road
Rockville, MD 20850

Subject: Amended and Restated Terms of Employment

Dear Brian:

This letter agreement is intended to set forth the terms of your continued employment by IHS Global Inc. (the "**Company**") as Executive Vice President, Head of Global Energy and Natural Resources of IHS Markit Ltd. ("**IHS Markit**"), an affiliate of the Company. The terms of this letter agreement are effective as of December 1, 2019 (the "**Effective Date**"). You are recognized as having continuous service with the Company from August 27, 1995.

1. *Duties and Responsibilities.* Your position reports to the person set forth on Exhibit A. Your principal work location is also set forth on Exhibit A. You will continue to devote your attention and time during working hours to the affairs and business of the Affiliated Group (as defined below) and use your best efforts to perform such duties and responsibilities as shall be reasonably assigned to you by the person set forth on Exhibit A and are consistent with your position. In addition, if requested by a member of the Affiliated Group, you agree to serve, without additional compensation, as an officer and director for any member of the Affiliated Group. For purposes of this letter agreement, the term "**Affiliated Group**" means IHS Markit and any corporation, partnership, joint venture, limited liability company or other entity in which IHS Markit has a 50% or greater direct or indirect interest, or otherwise controls and consolidates in its consolidated financial statements. Except for those boards or committees set forth on Exhibit A, you may not serve on corporate, civic or charitable boards or committees without the prior written consent of an authorized representative of IHS Markit.
2. *Compensation and Benefits.* Your compensation and benefits are as set forth below and in Exhibit A.
 - a. *Annual Base Salary:* You will receive an annual base salary of the amount set forth on Exhibit A, payable in installments in accordance with the payroll procedures of the Company (or the member of the Affiliated Group that pays your base salary) in effect from time to time. Your base salary includes compensation for all time worked, as well as appropriate consideration for any time off pursuant to IHS Markit's personal time off policy, as provided in

Section 2(d). Your base salary will be considered for upward adjustment in succeeding years as part of IHS Markit's annual salary adjustment process.

- b. *Annual Cash Incentive Compensation:* You are eligible to participate in IHS Markit's annual incentive program for similarly situated executives of IHS Markit, as amended or otherwise modified from time to time by the Human Resources Committee ("**HR Committee**") of IHS Markit's Board of Directors (the "**Board**"), on the terms set forth on Exhibit A. Except as provided in this paragraph and in Section 3, to qualify for a payment under the annual incentive program, you must remain continuously and actively employed by the Company, without having tendered a notice of resignation, through the date of payment, in accordance with the terms and conditions of such program. The annual incentive payment shall be made no later than end of February following the year for which such incentive is earned. The terms and conditions of the annual incentive program for any given performance period, including any performance measures and targets, will be approved at the discretion of the HR Committee.
 - c. *Annual Long-Term Incentive Compensation:* You are eligible to participate in IHS Markit's annual incentive program for similarly situated executives of IHS Markit, as amended or otherwise modified from time to time by the HR Committee of the Board. Long-term incentive awards are discretionary and are governed by terms and conditions approved by the HR Committee, as set forth in the applicable award agreement and in the IHS Markit Ltd. 2014 Equity Incentive Award Plan (or other plan under which the long-term incentive award is granted, collectively or individually, as amended from time to time, the "**LTI Plan**").
 - d. *Personal Time Off:* You will be eligible for participation in the Company's personal time off policy, as may be amended from time to time.
 - e. *Benefit Programs:* During your employment with the Company, you and your eligible family members will continue to have the opportunity to participate in the employee benefit plans, policies and programs provided by the Company or another applicable member of the Affiliated Group, on such terms and conditions as are generally provided to similarly situated executives of IHS Markit and subject at all times to the eligibility requirements and rules of the relevant plans. These may include retirement, savings, medical, life, disability and other insurance programs, as well as an array of work/life effectiveness policies and programs. Please be aware that nothing in this letter agreement shall limit the sponsor's ability to change, modify, cancel or amend any such plans, policies and programs.
3. *Termination of Employment.* In the event that your employment with the Company terminates for any reason, the terms of this letter agreement will exclusively govern the terms under which you may be eligible to receive severance and/or other separation benefits from IHS Markit.
- a. You may resign employment with the Company upon six (6) months prior written notice to the Company, which the Company may waive in whole or in part.

- b. If your employment is terminated by the Company for Cause (as defined below) or if you resign without Good Reason (as defined below) for reasons other than retirement, you will be entitled to receive: any earned but unpaid base salary or other amounts (including reimbursable expenses and any vested amounts or benefits owing under or in accordance with applicable employee benefit plans, policies and programs, including retirement plans and programs) accrued or owing through the Termination Date (as defined below), subject to such deductions as may be required by law (the “**Accrued Benefits**”) and neither the Company nor any other member of the Affiliated Group will have any further obligation to you, other than for any payments or benefits required to be made or provided under applicable law.
- c. If your employment is terminated by the Company without Cause or by you for Good Reason, you will receive the following payments, benefits and terms:
 - i. the Accrued Benefits;
 - ii. severance comprised of (A) an amount equal to one times the sum of your annual base salary and target annual cash incentive opportunity, payable in twelve (12) equal monthly installments; and (B) the portion of your annual cash incentive for the fiscal year of termination that is tied to the achievement of IHS Markit’s performance objectives for such fiscal year, based on IHS Markit’s actual achievement of such performance objectives for the full fiscal year, prorated for the number of days that have elapsed during such fiscal year prior to the Termination Date, which will be paid following the close of the fiscal year of termination at such time as the annual cash incentive for such fiscal year is paid to IHS Markit’s then current senior executives, subject to such deductions as may be required by law;
 - iii. if you timely elect to continue your (and your eligible dependents’) medical, dental and vision coverage (if applicable) under IHS Markit’s group health plans available to current similarly situated executives, IHS Markit will pay the employer share of premiums for a period of 12 months following the Termination Date; the employee contribution amount will be deducted from any severance you are eligible to receive. Thereafter, you may continue your coverage pursuant to COBRA on a self-pay basis provided that you remain eligible for such coverage. The forms requiring completion in order to continue coverage after your Termination Date, pursuant to COBRA, will be provided under separate cover at the appropriate time; and
 - iv. vesting of (A) any unvested options, restricted share units and other time-based equity awards granted to you on or after February 1, 2020 and held by you on the Termination Date, prorated for the number of days that have elapsed during the vesting period prior to the Termination Date; and (B) any unvested performance-based equity awards granted to you on or after February 1, 2020 and then held by you on the Termination Date, based on IHS Markit’s actual achievement of the applicable performance objectives for the full performance period, prorated for the number of days that have elapsed during such performance period prior to the

Termination Date. Any vested options, or options vested pursuant to this Section 3, will remain exercisable for the earlier of one year following the Termination Date or the expiration date of such option, subject to your compliance with Section 6.

- d. If your employment is terminated on account of your death or Permanent Disability (as defined below), you, or your estate in the case of your death, will receive the following payments and benefits:
- i. the Accrued Benefits;
 - ii. if you timely elect to continue your (and your eligible dependents') medical, dental and vision coverage (if applicable) under IHS Markit's group health plans available to current similarly situated executives, IHS Markit will pay the employer share of premiums for a period of 12 months following the Termination Date (applicable to your family in the event of your death). Thereafter, you may continue your coverage pursuant to COBRA on a self-pay basis provided that you remain eligible for such coverage. The forms requiring completion in order to continue coverage after your Termination Date, pursuant to COBRA, will be provided under separate cover at the appropriate time; and
 - iii. any unvested options, restricted share units and other time-based equity awards then held by you will fully vest, and any unvested performance-based equity awards then held by you will fully vest, based on IHS Markit's actual achievement of the applicable performance objectives for the full performance period. Any options will remain exercisable for the earlier of one year following the date of your death or Permanent Disability or the expiration date of such option, subject to your compliance with Section 6, if applicable.
- e. If there is a Change in Control (as defined in the LTI Plan) after the Effective Date of this Agreement and, within eighteen (18) months of such Change in Control, your employment is terminated by the Company without Cause or you terminate your employment for Good Reason, you will receive the following payments and benefits:
- i. the Accrued Benefits;
 - ii. severance comprised of (A) an amount equal to two times the sum of your annual base salary and target annual cash incentive opportunity, payable in twelve (12) equal monthly installments; and (B) your target cash incentive for the fiscal year of termination prorated for the number of days that have elapsed during such fiscal year prior to the Termination Date;
 - iii. if you timely elect to continue your (and your eligible dependents') medical, dental and vision coverage (if applicable) under IHS Markit's group health plans available to current similarly situated executives, IHS Markit will pay the employer share of premiums for a period of 24 months following the Termination Date; the employee contribution

amount will be deducted from any severance you are eligible to receive. Thereafter, you may continue your coverage pursuant to COBRA on a self-pay basis provided that you remain eligible for such coverage. The forms requiring completion in order to continue coverage after your Termination Date, pursuant to COBRA, will be provided under separate cover at the appropriate time; and

- iv. vesting of (A) any unvested options, restricted share units and other time-based equity awards granted to you on or after February 1, 2020 and then held by you (and each such option will remain exercisable for the earlier of one year following the Termination Date or the expiration date of such option, subject to your compliance with Section 6) and (B) any unvested performance-based equity awards granted to you on or after February 1, 2020 and then held by you, which shall be deemed to have the equivalent nature and share value at “target” level.
- f. You will be eligible for benefits under any retirement policy, if any, then in place for similarly situated executives of the Company if your employment is terminated on account of your retirement (as defined in the applicable policy).
- g. If at any time you breach your obligations under Section 6 of this letter agreement, as determined by the Board or HR Committee in good faith, from and after the date of such breach, you shall no longer be entitled to, and the Company shall no longer be obligated to pay, any payments and benefits set forth in Sections 3(c) and 3(e), as applicable (the “**Termination Payments**”), including the vesting, continued exercisability and settlement of the Equity Awards (as defined below), other than the Accrued Benefits. For the avoidance of doubt, nothing contained herein shall in any way limit any right or remedy otherwise available to the Company. For purposes of this letter agreement, “**Equity Awards**” shall mean any equity awards that vest or for which the exercisability period is extended in accordance with Sections 3(c)(iv) and Section 3(e)(iv) of this letter agreement.
- h. Upon the termination of your employment for any reason, you shall immediately resign, as of your Termination Date, from all positions that you then hold with any member of the Affiliated Group and any trade and other organizations in which you serve as a representative of IHS Markit. You hereby agree to execute any and all documentation to effectuate such resignations upon request by the Company, but you shall be treated for all purposes as having so resigned upon the Termination Date, regardless of when or whether you execute any such documentation.
- i. During the term of this letter agreement, and, subject to any other business obligations that you may have, for the three year period following the Termination Date, you agree to assist the Affiliated Group in the investigation and/or defense of any claims or potential claims that may be made or threatened to be made against any member of the Affiliated Group, including any of their officers or directors (a “**Proceeding**”), and will assist the Affiliated Group in connection with any claims that may be made by any member of the Affiliated Group in any Proceeding. Unless precluded by law and subject to Section 4(a), you agree to promptly inform the Company if you are asked to participate in any

Proceeding or to assist in any investigation of any member of the Affiliated Group. In addition, you agree to provide such services as are reasonably requested by the Company or IHS Markit to assist any successor to you in the transition of duties and responsibilities to such successor. Following the receipt of reasonable documentation, the Company agrees to reimburse you for all of your reasonable out-of-pocket expenses associated with such assistance. Your request for any reimbursement, including reasonable documentation, must be submitted as soon as practicable and otherwise consistent with Company policy. In any event, your request for a reimbursement, including reasonable documentation, must be submitted by the October 31st of the year following the year in which the expense is incurred. The Company will generally reimburse such expenses within 60 days of the date they are submitted, but in no event will they be reimbursed later than the December 31st of the year following the year in which the expense is incurred. Nothing in this section is intended to force you to participate in any matter or cooperate in any manner to the extent adverse to your individual legal interests, as reasonably determined by independent counsel.

j. *Definitions.*

- i. **“Cause”** means the occurrence of any of the following: (A) willful malfeasance, willful misconduct or gross negligence by you in connection with your duties, (B) continuing refusal by you to perform your duties under any lawful direction of the person set forth on Exhibit A after written or electronic notice of any such refusal to perform such duties or direction was given to you, (C) any willful and material breach of fiduciary duty owing to any member of the Affiliated Group by you, (D) your indictment of, or plea of guilty or *nolo contendere* to, a felony (or the equivalent of a felony in a jurisdiction other than the United States) or any other crime resulting in pecuniary loss or reputational harm to any member of the Affiliated Group (including theft, embezzlement or fraud) or involving moral turpitude, (E) your inability to perform the duties of your job as a result of on-duty intoxication or confirmed positive illegal drug test result, (F) your material breach of this letter agreement or any other agreement with the Company or any member of the Affiliate Group, or (G) your material breach of any policies (including sexual harassment policies) of the Company or any member of the Affiliate Group. For purposes of this provision, no act or failure to act on your part shall be considered “willful” unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interest of the Company, IHS Markit or the applicable member of the Affiliated Group.
- ii. **“Good Reason”** means the occurrence of any of the following: (A) the material diminution of your position (including titles, reporting relationships and compensation opportunity compared to similarly situated executives at the Company), duties or responsibilities, excluding immaterial actions not taken in bad faith; (B) the breach by the Company or other applicable member of the Affiliated Group of any of its material obligations under this letter agreement, excluding immaterial actions (or failures or action) not taken (or omitted to be taken) in bad faith; or (C) the Company’s relocation of your principal location of work by more than

50 miles (other than any relocation recommended or consented to by you); *it being understood, however*, that you may be required to travel on business to other locations as may be required or desirable in connection with the performance of your duties as specified in this letter agreement. Notwithstanding the foregoing, none of the events in clauses (A) through (C) above shall constitute Good Reason for purposes of this letter agreement unless (x) you provide the Company with a written notice specifying the circumstances alleged to constitute Good Reason within 90 days after you become aware of the first occurrence of such circumstances, (y) the Company or other member of the Affiliated Group fails to cure such circumstances in all material respects within 30 days following delivery to the Company of such notice and (z) your Termination Date occurs within 30 days following the expiration of the foregoing cure period, unless another Termination Date is mutually agreed to between you and the Company, which such Termination Date shall not be later than 6 months following the date you provided written notice to the Company.

- iii. **“Permanent Disability”** will be deemed to occur when it is determined (by the disability carrier of the Company or another applicable member of the Affiliated Group for the primary long-term disability plan or program applicable to you because of your employment with the Company) that you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.
- iv. **“Termination Date”** means the effective date of your termination of employment. In the event of your death or Permanent Disability prior to the date your employment would otherwise terminate hereunder, the **“Termination Date”** will be the effective date of termination of your employment by reason of death or Permanent Disability.

4. *Employee Protection and Defend Trade Secrets Act of 2016.*

- a. Nothing in this letter agreement or otherwise limits your ability to communicate directly with and provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the U.S. Securities and Exchange Commission (the **“SEC”**) or any other governmental agency or commission (**“Government Agency”**) regarding possible legal violations, without disclosure to the Company. No member of the Affiliated Group may retaliate against you for any of these activities, and nothing in this letter agreement or otherwise requires you to waive any monetary award or other payment that you might become entitled to from the SEC or any other Government Agency.
- b. Pursuant to Section 7 of the Defend Trade Secrets Act of 2016 (which added 18 U.S.C. § 1833(b)), the Company and you acknowledge and agree that you shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney

and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition and without limiting the preceding sentence, if you file a lawsuit for retaliation by any member of the Affiliated Group for reporting a suspected violation of law, you may disclose the trade secret to your attorney and may use the trade secret information in the court proceeding, if you (A) file any document containing the trade secret under seal and (B) do not disclose the trade secret, except pursuant to court order. Nothing in this letter agreement or otherwise is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

5. *Release and Timing of Payments and Benefits.* Any payment or benefit that you are eligible to receive under Section 3, as applicable, other than any Accrued Benefits, will be contingent on your execution of a release in a form reasonably acceptable to IHS Markit within 45 days of the date of your separation from service and non-revocation of such release. If you fail to execute such a release, or if you revoke such a release, within such 45-day period, you will not be eligible to receive any payment or benefit under Section 3. If you execute such a release within such 45-day period and do not revoke such release, then the applicable payment shall commence on the first possible payroll following the 65th day of your separation from service and, except as otherwise set forth in Section 3, the applicable vesting benefits set forth under Section 3, shall occur on the 15th day of the month following the 65th day of your separation following the execution of such release; *provided* that any payments under this letter agreement that could be paid during a period that begins in one taxable year and ends in a subsequent taxable year shall be paid in the subsequent taxable year. The payments or benefits you are eligible to receive under Section 3 are in lieu of any termination payments or benefits which you might otherwise be eligible to receive under any standard severance plan, policy or program maintained by any member of the Affiliated Group or under applicable law.
6. *Restrictive Covenants.* During your employment by the Company (or other applicable member of the Affiliated Group), and for a period of twelve (12) months following termination of your employment, whatever the reason for such termination, you hereby agree that you will not (i) directly or indirectly, or as a shareholder, partner, employee, consultant or participant in any business entity, engage in or assist any other person or entity to engage in any business in which the Company or any member of the Affiliated Group is engaging or actively planning to engage in at the Termination Date, or (ii) solicit or attempt to entice away from IHS Markit or any member of the Affiliated Group, or otherwise interfere with the business relationship of IHS Markit or any member of the Affiliated Group with, any person who is, or was during the term of your employment an employee, or, to your knowledge, a customer of, consultant to, supplier to or other person or entity having material business relations with IHS Markit or any member of the Affiliated Group. Although you acknowledge and agree that the restrictions herein are reasonable, to the extent that any part of this Section 6 may be invalid, illegal or unenforceable for any reason, it is intended that such part shall be enforceable to the maximum extent that a court of competent jurisdiction shall determine that such part, if more limited in scope, would have been enforceable, and such part shall be deemed to have been so written and the remaining parts shall as written be effective and enforceable in all events. In the event of any conflict between the restrictive covenants in this Section 6 and those contained in any other agreement to which you are

subject, the restrictive covenants in this Section 6 shall govern. Subject to Section 4(a), any Confidentiality and/or Innovation Agreement previously executed by you shall remain in full force and effect.

7. *Confidentiality.* In the ordinary course of your employment you will be exposed to information about the business of the Company, the Affiliated Group and its (or their) clients and customers, which is confidential or is commercially sensitive and which may not be readily available to competitors or the general public and which if disclosed would be liable to cause harm to the Company (or to a member of the Affiliated Group). You must not whether during or after your employment, except as expressly authorized by the Company in writing, reveal to any person, firm, or organization or otherwise make use of any such information, including Confidential Information. For purposes of this Section, Confidential Information includes but is not limited to any trade secret, information of a private, secret or confidential nature, confidential operations, processes, dealings or any information (other than that within the public domain) concerning the business finances or affairs of the Company, any member of the Affiliated Group or any of their respective customers, clients or suppliers (including but not limited to terms of contracts or arrangements; price lists or pricing structures; existing or potential projects; manner and methods of conducting business [historical, current and future]; lists of or account information regarding customers, clients or suppliers; disputes; business development and/or marketing programs and plans, including any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, employees or officers; source codes and computer systems; software; financial plans; information and results [save to the extent that these are included in published audited accounts]; targets and statistics; designs; formulae; prototypes; research and development activities; technology; company strategy; risk models; algorithms; know-how; models; any document marked 'Confidential' [or with a similar expression] or any information which you have been told is confidential or which you might reasonably expect the Company would regard as confidential; or any information which has been given to the Company or a member of the Affiliated Group in confidence by suppliers or other persons) which may come to your knowledge during your employment, whether or not the same is committed to in writing.

You acknowledge and agree that the Confidential Information has been acquired, compiled, and developed by IHS Markit at its great effort and expense, and that IHS Markit is engaged in a highly competitive business and that its competitive position and commercial value depends upon its ability to maintain the confidentiality of the Confidential Information. You further acknowledge and agree that improperly disclosing, divulging, revealing or using any of the Confidential Information will be highly detrimental to IHS Markit, and that serious loss of business and damage will result.

Nothing in this letter agreement prohibits or prevents you from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblowing proceeding, or other proceeding before any federal, state, or local government agency (as stated in Section 4(a) above); or disclosing Confidential Information as may be required by applicable law or regulation or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosures shall not exceed the extent of disclosure required by such law, regulation or order. In the event you are served with a court order, notice, subpoena, or similar request compelling the

disclosure of Confidential Information, you shall give prompt notice to IHS Markit so that IHS Markit may contest any such production.

8. *Code of Conduct & Other Mandatory Training.* As a condition of your continued employment by the Company under the terms of this letter agreement, you must read, understand and abide by all applicable compliance policies found on the IHS Markit compliance website, as updated from time to time. You must complete any required online compliance training for your position within 30 days after it becomes available. In addition, you understand that within 30 days after it becomes available, you must complete any and all additional training that the Company determines is appropriate for your position during the course of your employment. These compliance policies do not form part of your contract of employment with the Company. To the extent there is a conflict between the terms of this letter agreement and any such handbook, policy or procedure, then this letter agreement shall prevail.
9. *Share Ownership Guidelines.* In consideration of and as a condition of your continued employment by the Company under the terms of this letter agreement, among other things, you will be required to acquire and maintain a meaningful ownership interest, in the form of shares or share units, in IHS Markit's common shares. The ownership levels vary by position and are equal to a multiple of your base salary as set forth under IHS Markit's share ownership guidelines as amended or otherwise modified by the HR Committee from time to time. You will receive additional information concerning these share ownership guidelines separately.
10. *Recoupment.* Notwithstanding anything to the contrary in this Agreement or any equity or other compensation award agreement between the Company and you, you hereby acknowledge and agree that all compensation paid to you by the Company, whether in the form of cash, equity or any other form of property will be subject to any compensation recapture policies established by the Company from time to time, in its sole discretion, in order to comply with the law, rules or other regulatory requirements applicable to the Company or its employees including without limitation any such policy that is intended to comply with (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules and regulations promulgated thereunder and (ii) the Remuneration Code published by the UK Financial Conduct Authority or another applicable regulatory authority.
11. *Data Protection.* The Company has a legitimate interest in the monitoring and recording of the Company's or any member of the Affiliated Group's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes. The Company reserves the right for authorized individuals or agents instructed by the Company, to access any program or data held on any computer or other electronic device used by you in the course of performing your duties of employment.

You are required to comply at all times with the Company's information security and data protection policies as amended from time to time. In particular, you must carry out your duties in such a way as to ensure that the Company complies with its obligations under applicable data protection legislation as in force from time to time. The Company will collect and process personal data about you in connection with your employment and for operating its business. The Company will process such personal data in accordance with applicable data protection legislation as in force from time to

time. Following the termination of your employment, the Company may also hold, process and disclose such personal data for the purposes of providing references and information to future employers, and if necessary, to governmental, quasi-governmental, regulatory bodies and the general business purposes of the Company.

For further information about how the Company processes personal data and your rights in relation to personal data, consult the privacy and data protection policies, which can be accessed from the company intranet. These policies explain what information about personnel the Company will commonly collect and process. It also explains the reasons for the processing, how long the Company typically keeps personal data, your rights regarding your personal data, when the Company may share personal data, and when the Company may transfer it outside the European Economic Area. Any questions about the Company's data protection policies or practices, or your rights regarding your personal data should be referred to the Company's Chief Privacy/Data Protection Officer at privacy@ihsmarkit.com.

12. *Outside Interests.* So long as you are employed by the Company, you must not, without the written consent of the Company, be in any way, directly or indirectly, employed, engaged or concerned in any business or undertaking where this is likely to be in conflict with the interests of the Company or where this may adversely affect the efficient discharge of your duties.

13. *Miscellaneous.*

- a. *Notices.* Notices given pursuant to this letter agreement shall be in writing and shall be deemed received when personally delivered, or on the date of written confirmation of receipt by (i) overnight carrier, (ii) registered or certified mail, return receipt requested, postage prepaid, or (iv) such other method of delivery as provides a written confirmation of delivery. Notice to the Company or IHS Markit shall be directed to:

Attn: Sari Granat
Executive Vice President, Chief
Administrative Officer & General Counsel
IHS Markit Ltd.
450 West 33rd Street, Fifth Floor
New York, New York 10001
Facsimile No.: 212-205-7123

Notices to or with respect to you will be directed to you, or in the event of your death, your executors, personal representatives or distributees, at your home address as set forth in the records of the Company, with a copy to your attorney if notified in writing to the company.

- b. *Assignment of this Letter Agreement.* This letter agreement is personal to you and shall not be assignable by you without the prior written consent of the Company. This letter agreement shall inure to the benefit of and be binding upon the Company and its respective successors and assigns (and, as applicable, to the members of the Affiliated Group).

- c. The Company may assign this letter agreement, without your consent, to any member of the Affiliated Group or to any other respective successor (whether directly or indirectly, by agreement, purchase, merger, consolidation, operation of law or otherwise) to all, substantially all or a substantial portion of the business and/or assets of the Company, as applicable. If and to the extent that this letter agreement is so assigned, references to the “Company” throughout this letter agreement shall mean the Company as hereinbefore defined and any successor to, or assignee of, its business and/or assets.
- d. *Merger of Terms.* This letter agreement supersedes all prior discussions and agreements between you and the Company or any member of the Affiliated Group with respect to the subject matters covered herein, except for the relocation benefits provided for in the letter dated January 11, 2019 regarding Relocation/Assignment – United States to London, UK.
- e. *Indemnification.* The Company or another applicable member of the Affiliated Group shall indemnify you to the maximum extent permitted by law and the bylaws applicable to your services as an officer or director of IRS Markit or any member of the Affiliated Group in effect on the date hereof, with respect to the work you have performed on behalf of, or at the request of, the Company or any member of the Affiliated Group during the term of this letter agreement.
- f. *Governing Law; Amendments.* This letter agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to principles of conflict of laws. This letter agreement may not be amended or modified other than by a written agreement executed by you and an authorized employee of IRS Markit.
- g. *Tax Withholding.* The Company may withhold from any amounts payable under this letter agreement, including payment in cash or shares upon the vesting of equity incentive awards, such federal, state or local taxes (including any social security contributions) as shall be required to be withheld pursuant to any applicable law or regulation.
- h. *No Right to Continued Service.* Nothing in this letter agreement shall confer any right to continue in employment for any period of specific duration or interfere with or otherwise restrict in any way the rights of you or the Company, which rights are hereby expressly reserved by each, to terminate your employment at any time and for any reason, with or without Cause.
- i. *Choice of Forum.* The Company and you each hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any New York state or federal court of the United States of America sitting in the State of New York, and any appellate court thereof, in any action or proceeding arising out of or relating to this letter agreement or for recognition or enforcement of any judgment relating thereto, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York state court or, to the extent permitted by law, in such federal court. The Company and you agree that a final judgment in any such action or proceeding shall be conclusive and may be

enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- j. *Severability; Captions.* In the event that any provision of this letter agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions of this letter agreement will be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law. The captions in this letter agreement are not part of the provisions of this letter agreement will have no force or effect.
- k. *Section 409A.* The terms and provisions of all compensation arrangements (including any payments or benefits provided under this Agreement) are designed and intended to comply with or be exempt from Section 409A and to be exempt from section 457A so as to avoid the application of any additional taxes under such sections. The provisions of this Section 9(k) will only apply if and to the extent required to avoid the imposition of taxes, interest and penalties on you under Section 409A of the Internal Revenue Code of 1986, as amended (“**Section 409A**”). Section 409A applies to nonqualified deferred compensation which exists if an individual has a “legally binding right” to compensation that is or may be payable in a later year. In furtherance of the objective of this Section 13(k) to the extent that any regulations or other guidance issued under Section 409A would result in your being subject to payment of taxes, interest or penalties under Section 409A, you and the Company agree to use our best efforts to amend this letter agreement and any other plan, award, arrangement or agreement between you and the Company in order to avoid or limit the imposition of any such taxes, interest or penalties, while maintaining to the maximum extent practicable the original intent of the applicable provisions. This Section 13(k) does not guarantee that you will not be subject to taxes, interest or penalties under Section 409A with respect to compensation or benefits described or referenced in this letter agreement or any other plan, award, arrangement or agreement between you and the Company.

To the extent that any payment under this letter agreement is subject to Section 409A and is payable as a result of your termination of employment with the Company, “termination of employment” will be interpreted as “separation from service” (as defined under Section 409A). Your right to receive any installment payments under this letter agreement, including without limitation any continuation salary payments that are payable on the Company’s payroll dates, will be treated as a right to receive a series of separate payments and, accordingly, each such installment payment will at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder will be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

Furthermore, and notwithstanding any contrary provision in this letter agreement or any other plan, award, arrangement or agreement between you and the Company, to the extent necessary to avoid the imposition of taxes, interest and penalties on you under Section 409A, if at the time of the termination of your employment you are a “specified employee” (as defined in Section 409A), you will not be entitled to any payments upon termination of employment until the

first day of the seventh month after the termination of employment and any such payments to which you would otherwise be entitled during the first six months following your termination of employment will be accumulated and paid without interest on the first day of the seventh month after the termination of employment.

Furthermore, and notwithstanding any contrary provision in this letter agreement or in any other plan, award, arrangement or agreement between you and the Company that: (i) provides for the payment of nonqualified deferred compensation that is subject to Section 409A; and (ii) conditions payment or commencement of payment on one or more employment-related actions, such as the execution and effectiveness of a release of claims or a restrictive covenant (each an “**Employment-Related Action**”) (any such plan, award, arrangement or agreement is a “**Relevant Plan**”):

- i. if the Relevant Plan does not specify a period or provides for a period of more than 90 days for the completion of an Employment Related Action, then the period for completion of the Employment Related Action will be the period specified by the Company, which shall be no longer than 90 days following the event otherwise triggering the right to payment; and
 - ii. if the period for the completion of an Employment- Related Action includes the January 1 next following the event otherwise triggering the right to payment, then the payment shall be made or commence following the completion of the Employment-Related Action, but in no event earlier than that January 1.
- l. *Parachute Payments.* If there is a change in ownership or control of the Company that causes any payment, distribution or benefit provided by the Company (or any person whose actions result in a change in ownership covered by Section 280G(b) (2)), to or for the benefit of the Executive (a “**Payment**”) to be subject to the excise tax imposed by Section 4999 of the Code (such excise tax, together with any interest or penalties incurred by the Executive with respect to such excise tax, the “**Excise Tax**”) (any such Payment, a “**Parachute Payment**”), then the following provisions shall apply:
 - i. If the Parachute Payment, reduced by the sum of (A) the Excise Tax and (B) the total of the federal, state, and local income and employment taxes payable by the Executive on the amount of the Parachute Payment which are in excess of the Threshold Amount (as defined below) (such sum, the “**Aggregate Taxes**”), are greater than or equal to the Threshold Amount, the Executive shall be entitled to the full benefits payable under this Agreement.
 - ii. If the Threshold Amount is less than (A) the Parachute Payment, but greater than (B) the Parachute Payment reduced by the sum of the Aggregate Taxes, then the Parachute Payment shall be reduced (but not below zero) to the extent necessary so that the sum of all Parachute Payments shall not exceed the Threshold Amount. In such event, the Parachute Payment shall be reduced in the following order: (1) cash payments not subject to Code Section 409A; (2) cash payments subject to

Code Section 409A; (3) stock options (and other exercisable awards) that have exercise prices higher than the then fair market value price of the stock (based on the latest vesting tranches), (4) restricted stock and restricted stock units based on the last ones scheduled to be distributed, (5) other stock options based on the latest vesting tranches, and (6) other non-cash forms of benefits. To the extent any payment is to be made over time (e.g., in installments, etc.), then the payments shall be reduced in reverse chronological order.

- iii. For the purposes of this section, "Threshold Amount" shall mean three times the Executive's "base amount" within the meaning of Section 280G(b)(3) of the Code and the regulations promulgated thereunder less one dollar (\$1.00).

Please acknowledge your agreement with the terms of this letter agreement by signing and dating the enclosed copy and returning it to me.

Sincerely,

IHS
MARKIT

By: /s/ Sari Granat

Name: Sari Granat
Title: Executive
Vice President, Chief
Administrative Officer and
General Counsel

Accepted and Agreed:

/s/ Brian Crotty

(Signature)

Jan. 17, 2020

(Date)

Name:

Brian Crotty

Title:

Executive Vice President, Head of Global
Energy and Natural Resources

EXHIBIT A

Reporting To.....	Chief Executive Officer of the Company
Principal Work Location.....	Rockville, MD
Board or Committee Memberships.....	None.
Annual Base Salary.....	\$506,556 less applicable taxes and required withholding.
Annual Cash Incentive Compensation.....	For fiscal year 2020 the annual cash incentive program in which you are eligible to participate shall be the Cash Incentive Plan, as amended or otherwise modified by the HR Committee from time to time. For fiscal year 2020, your target cash incentive opportunity is 100% of your Annual Base Salary (the “ Target Cash Incentive ”) and the actual incentive payment may range from 0% - 200% of target, based on IHS Markit’s performance and achievement of your individual performance objectives, as determined by the HR Committee

IHS MARKIT LTD.

**AMENDMENT TO AMENDED AND RESTATED
TERMS OF EMPLOYMENT**

Amendment dated as of March 9, 2021 (this "Amendment") to the Amended and Restated Terms of Employment dated January 16, 2020 (the "Employment Agreement") between IHS Global Inc. (the "Company") and Brian Crotty ("Executive").

W I T N E S S E T H

WHEREAS, pursuant to the Employment Agreement, Executive is currently employed as Executive Vice President, Head of Global Energy and Natural Resources of the Company;

WHEREAS, in connection with the execution of this Amendment, IHS Markit Ltd. ("IHS Markit") has entered into an Agreement and Plan of Merger, dated as of November 29, 2020 (the "Signing Date"), with S&P Global Inc., a New York corporation ("Parent") and Sapphire Subsidiary, Ltd., a Bermuda exempted company limited by shares and a wholly-owned, direct subsidiary of Parent ("Merger Sub," and with IHS Markit and Parent, the "Parties") (the "Merger Agreement"), pursuant to which the Parties would effect a business combination through the merger of Merger Sub with and into IHS Markit, with IHS Markit being the surviving company and a wholly-owned, direct subsidiary of Parent; and

WHEREAS, the Company and Executive have agreed to amend the terms and conditions of the continued employment of Executive, effective as of the Signing Date.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the Company and Executive hereby agree as follows:

1. AMENDMENTS

- i. The Company and Executive agree that, in lieu of Section 3(e)(iv)(B) of the Employment Agreement, subject to the consummation of the transactions under the Merger Agreement, any unvested performance-based equity awards held by Executive and granted prior to the consummation of the transactions under the Merger Agreement shall be treated as set forth in the Merger Agreement.
- ii. The provision titled "Annual Cash Incentive Compensation" on Exhibit A of the Employment Agreement is hereby amended and restated in its entirety as follows:

"Annual Cash Incentive Compensation - For each fiscal year, your target cash incentive opportunity is 100% of your Annual Base Salary (the "**Target Cash Incentive**") and the actual incentive payment may range from 0% – 200% of target, based on IHS Markit's performance and achievement of your individual performance objectives, as determined by the HR Committee."

2. EFFECTIVENESS OF AMENDMENT

This Amendment will become effective on the Signing Date. Except as amended by the terms of this Amendment, the Employment Agreement will remain in full force and effect in accordance with its terms.

[Remainder of Page Left Intentionally Blank]



January 20, 2021

Brian Crotty
c/o IHS Markit
450 West 33rd Street
New York, NY 10011

Dear Brian:

As you are aware, IHS Markit Ltd. (the “**Company**”) has entered into an Agreement and Plan of Merger, dated as of November 29, 2020 (the “**Merger Agreement**”), with S&P Global Inc. (“**Parent**”) and Sapphire Subsidiary, Ltd. (“**Merger Sub**”), pursuant to which Merger Sub will merge with and into the Company, with the Company being the surviving company and a wholly-owned subsidiary of Parent (the “**Merger**”). In order to encourage your continued contributions and high level of commitment to the Company (the Company together with its subsidiaries and affiliates, including IHS Global Inc. (“**IHS Global Inc.**”) and, on and after the Closing Date (as defined in the Merger Agreement), Parent and its subsidiaries and affiliates, the “**Affiliated Group**”) during the Retention Period (as defined below), you will be eligible to receive a special retention bonus (the “**Retention Bonus**”) in accordance with, and subject to the terms and conditions of, this letter agreement (this “**Agreement**”).

1. *Retention Bonus.* The aggregate amount of your potential Retention Bonus is \$1,500,000.00 (the “**Retention Amount**”). Subject to the terms and conditions of this Agreement, your Retention Bonus will be paid to you in cash on the following schedule:
 - a. 100% of the Retention Amount will be paid as soon as practicable (but in no event later than 60 days) following the twelve (12) month anniversary of the Closing Date (the “**Payment Date**”).

For purposes of this Agreement, the “**Retention Period**” is the period beginning on the date of this Agreement and ending on the Payment Date.

2. *Conditions to Retention Bonus.*
 - a. The payment of the Retention Amount is conditioned upon (i) the consummation of the Merger; (ii) your continued employment through the Payment Date; and (iii) your compliance in all material respects with the terms of this Agreement. Accordingly, if your employment with the Affiliated Group terminates on or before the Payment Date for any reason, other than if a member of the Affiliated Group terminates your employment without Cause (as defined below) or you

terminate your employment for Good Reason (as defined below), then you will not be entitled to the Retention Amount. If a member of the Affiliated Group terminates your employment without Cause or you terminate your employment for Good Reason, the Retention Amount that has not already been paid to you will be paid to you no later than 60 days after the earlier of your termination date or the Closing Date.

- b. For purposes of this Agreement, “**Cause**” means the occurrence of any of the following: (I) to the extent you are a party to an employment agreement or other arrangement with the Company (an “**Employment Agreement**”) under which Cause is defined, any event or occurrence which would constitute Cause as defined in such Employment Agreement, or (II) if you are not a party to an Employment Agreement, (i)(x) your willful misconduct in the performance of your duties to the Company or (y) your engaging in any other misconduct that results or could reasonably be expected to result in financial, reputational or other harm to the Company; (ii) your breach of any employment, service or restrictive covenant agreement between you and the Company; (iii) gross negligence by you; (iv) any material violation by you of any Company policy, rule, procedure or guideline; (v) your conviction of, or plea of guilty or nolo contendere to, (x) a felony or (y) a misdemeanor involving moral turpitude or fraud; or (vi) your commission of an act of fraud, embezzlement or misappropriation against the Company. You will be provided a 10-day period to cure any of the events or occurrences described in the immediately preceding subsections (ii), (iii) and (iv), to the extent capable of cure during such 10-day period.
- c. For purposes of this Agreement, “**Good Reason**” means the occurrence of either of the following: (i) the reduction of your base salary or wages or (ii) the Company’s relocation of your principal location of work by more than 50 miles (other than any relocation recommended or consented to by you); *it being understood, however*, that you may be required to travel on business to other locations as may be required or desirable in connection with the performance of your duties as specified in this letter agreement. Notwithstanding the foregoing, neither of the events in clauses (i) or (ii) above will constitute Good Reason for purposes of this Agreement unless (x) you provide the Company with a written notice specifying the circumstances alleged to constitute Good Reason within 90 days after you become aware of the first occurrence of such circumstances, (y) the Company or other member of the Affiliated Group fails to cure such circumstances in all material respects within 30 days following delivery to the Company of such notice and (z) the effective date of the termination of your employment with the Affiliated Group (the “**Termination Date**”) occurs within 30 days following the expiration of the foregoing cure period, unless another Termination Date is mutually agreed to between you and the Company.
- d. You hereby agree that you will use your best efforts to continue to perform your duties and responsibilities relating to your employment with the Affiliated Group for the duration of the Retention Period, except if a member of the Affiliated Group terminates your employment without Cause or you terminate your employment for Good Reason.
- e. You agree that this Retention Bonus is in lieu of any cash incentive or equity grant you may have otherwise been eligible to receive between the Closing Date

and the Payment Date. Should your employment terminate at the conclusion of the Retention Period, you will, however, remain eligible for severance pursuant to your Amended and Restated Terms of Employment dated January 16, 2020 (the “**Employment Agreement**”), provided that you meet the applicable terms and conditions set forth in the Employment Agreement. For purposes of calculating any severance, your target annual cash incentive opportunity will be the same as it was the day before the Closing Date.

3. *Miscellaneous.*

- a. *Governing Law.* The terms of this Agreement and all rights and obligations of the parties thereto, including its enforcement, will be interpreted and governed by the laws of the State of New York without regard to the principles of conflicts of laws of the State or those of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of New York.
- b. *Entire Agreement.* The terms contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior negotiations, representations or agreements relating thereto whether written or oral. For the avoidance of doubt, this Agreement will not supersede your Employment Agreement, any other restrictions relating to confidentiality, non-competition or non-solicitation to which you may be subject.
- c. *Withholding.* The Affiliated Group will withhold from any amounts payable under this Agreement such Federal, state or local taxes as may be required to be withheld pursuant to any applicable law or regulation.
- d. *Section 409A.* The terms and provisions of payments provided under this Agreement are designed and intended to comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the “**Code**”), and the Department of Treasury regulations and other interpretive guidance issued thereunder (collectively, “**Section 409A**”) and to be exempt from Section 457A of the Code so as to avoid the application of any additional taxes under such sections. The provisions of this Section 4(d) will only apply if and to the extent required to avoid the imposition of taxes, interest and penalties on you under Section 409A. Section 409A applies to nonqualified deferred compensation which exists if an individual has a “legally binding right” to compensation that is or may be payable in a later year. In furtherance of the objective of this Section 4(d) to the extent that Section 409A would result in your being subject to payment of taxes, interest or penalties under Section 409A, you and the Company agree to use our best efforts to amend this Agreement in order to avoid or limit the imposition of any such taxes, interest or penalties, while maintaining to the maximum extent practicable the original intent of the applicable provisions. This Section 3(d) does not guarantee that you will not be subject to taxes, interest or penalties under Section 409A with respect to payments described in this Agreement.

To the extent that any payment under this Agreement is subject to Section 409A and is payable as a result of your termination of employment, “termination of employment” will be interpreted as “separation from service” (as defined under Section 409A). Your right to receive any payments under this Agreement will be

treated as a right to receive a series of separate payments and, accordingly, each such payment will at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder will be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A. Furthermore, and notwithstanding any contrary provision in this Agreement, to the extent necessary to avoid the imposition of taxes, interest and penalties on you under Section 409A, if at the time of the termination of your employment you are a “specified employee” (as defined in Section 409A), you will not be entitled to any payments upon termination of employment until the first day of the seventh month after the termination of employment and any such payments to which you would otherwise be entitled during the first six months following your termination of employment will be accumulated and paid without interest on the first day of the seventh month after the termination of employment.

- e. *No Guarantee of Employment.* This Agreement does not and will not be construed as a guarantee of continued employment of you by the Company or any member of the Affiliated Group for any period of time. Your employment remains an employment terminable at will by either party at any time and for any reason and the Affiliated Group reserves all rights as an employer. Nothing herein will give you any claims against the Company or any member of the Affiliated Group for any actions taken by such party, including with respect to the transactions contemplated by the Merger Agreement.
- f. *Headings.* The headings of the sections contained in this Agreement are for convenience of reference only and will not be deemed to control or affect the meaning or construction of any provision of this Agreement.
- g. *Notice.* Notices given pursuant to this Agreement will be in writing and will be deemed received when personally delivered, or on the date of written confirmation of receipt by (i) overnight carrier, (ii) facsimile, (iii) registered or certified mail, return receipt requested, postage prepaid, or (iv) such other method of delivery as provides a written confirmation of delivery. Notice to the Company will be directed to:

Attn: Sari Granat
Executive Vice President, Chief Administrative
Officer & General Counsel
IHS Markit
450 West 33rd Street, Fifth Floor
New York, New York 10001
Facsimile No.: 212-205-7123

Notices to or with respect to you will be directed to you, or in the event of your death, your executors, personal representatives or distributees, at your home address as set forth in the records of the Company, with a copy to your attorney if notified in writing to the company.

- a. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which will be deemed an original of the party executing the same and all of which together will constitute one and the same instrument.
- b. *Successors and Assigns.* The rights and obligations of the Company under this Agreement will be binding upon its successors and assigns, including, for the avoidance of doubt, Parent and its subsidiaries, and may be assigned by the Company to the successors in interest of the Company. The rights and obligations of you under this Agreement will be binding upon your heirs, legatees, personal representatives, executors or administrators. This Agreement may not be assigned by you, but any amount owed to you upon your death will inure to the benefit of your heirs, legatees, personal representatives, executors, or administrators.
- c. *Waiver.* No delay or omission by the Company or you in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company or you on any one occasion will be effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion.
- d. *Severability.* In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

[Signature Page Follows]

IHS MARKIT

By: /s/ Lance Uggla
Name: Lance Uggla
Title: Chairman of
the Board and Chief
Executive Officer

Accepted and Agreed:

/s/ Brian Crotty
Name: Brian Crotty

Dated: Jan 20, 2021



January 11, 2019

PRIVATE & CONFIDENTIAL

Brian Crotty
SVP, Product Management
OPIS

Dear Brian,

Relocation/Assignment – United States to London, UK

I am pleased to confirm that your assignment has been approved from Rockville, MD United States (“**Home**”) to London, UK (“**Host**”) effective April 6, 2019 (“**Effective Date**”) contingent on your securing a valid work visa in the Host location, for a period of 2 years.

If the date of your move to the Host location changes, or you plan on arriving earlier than the Effective Date, please notify me and your new local HR lead (Joanna Gracia).

Employment Terms

You will remain on your Home location legal entity, payroll, benefits and employment terms through the period of your assignment. You will also remain entitled to annual leave and Bank Holidays according to your Home location policies and legislation.

Your Line Manager, job title and grade remain unchanged.

Work Authorization

In some countries, the local work permit/visa requirements will result in certain limitations to your working conditions such as future job or pay changes. For further information please do not hesitate to reach out to me or your new local HR lead.

Practical Considerations

Please be aware that living and working in another country can be a significant change for you and any dependants, and will likely include disruption and administration on your part to complete the transition. Some of the items you will need to think about include:

- a. Financial changes such as local pay rates, differences in tax treatment and practical admin and time setting up a bank account;
- b. Challenges in setting up personal contracts such as rental or mobile phones, when you are new in country without a credit history;
- c. Differences in social benefits available through the local government, and differences in Company provided benefits between countries (and differences in how those benefits may be taxed);
- d. Differences in school arrangements, term times, charges and facilities for children;
- e. Differences in your contractual arrangements with the Company and employment rights;
- f. Be aware of differences in insurance cover, including personal travel which may not be covered by Company benefits, and different insurance costs for driving on international licenses;
- g. Local visa/work permit administration and any restrictions that may be connected to the type of arrangement in place;
- h. Connecting with local health professionals;
- i. Making local accommodation arrangements and all associated utilities, which may be arranged and facilitated in a different way than your current country;
- j. Learning local logistics such as driving regulations or public transport.

For more information on living and working in your new location, please refer to your new local HR lead.

Property and IT Set-Up

If applicable please raise an IT Helpdesk ticket to ensure your physical set-up will be ready for you in your new location. This may be required to set up any docking station/ laptop, arrange phone connections and so on. In some countries it may be required to return your existing equipment to be issued with new local items.

Please also ensure you arrange to meet with your new local HR lead, line manager, or other local contact in your first few days to receive an orientation of the office, arrange any security pass or other local set-up as needed.

Stock

Any unvested IHS Markit equity awards you hold will be allowed to vest as scheduled. However, your equity may be taxable in the country where you are at the time of grant, vest or exercise, and in any other countries where you might have lived or worked during the period between grant, vest or exercise. This taxable amount will be apportioned to the time spent in each location. There would be no money due as the tax would be paid using the vested shares. This is likely even though you won't be on the Host country payroll or terms. If you have any more questions on stock please contact stock @ihsmarkit.com.

Tax Implications

Please be aware that there may be tax liabilities because of moving between locations, and the receiving of pay and/or benefits in either location. In some jurisdictions, personal travel to such locations would also be counted towards any visa/tax triggers because of frequent business travel.

Country Compliance

From the Effective Date of your assignment you may be subject to employment policies and country laws of the Host location, despite staying on your Home country arrangements. Your new local HR lead (Joanna Gracia) can support you with any questions on the local environment.

Assignment Support

The Company will support your assignment to the Host location along with your spouse. Please note that IHS Markit cannot provide personal tax guidance and is not responsible for personal tax obligations that this relocation may trigger in either country. It is highly recommended that you secure a personal tax accountant to assist you with your taxes.

The Company is supportive of your travel, however you are responsible for the arrangements and costs. You will also be responsible for ensuring your travel remains within the approved timelines, and you agree to sharing travel dates with HR when requested to ensure compliance and avoidance of risk such as tax liability triggers.

Visas

IHS Markit will assist you in obtaining a work visa for you and relevant residential visas for your eligible accompanying dependants. In many countries, the necessary visa, passport and/or work permits must be granted before the individual begins work in the Host location and any dependants relocate.

There may be a separate 'clawback' process for the costs incurred for immigration should your employment with Company end within a certain time for certain reasons. Further details will be provided to you by your new Host country HR lead who will be working with you on the visa process.

Air Travel

IHS Markit will provide you with a one-way economy class airline ticket (or relevant ticket as applicable under the terms of the current travel policy) to the Host location as part of your relocation. You can book your flight via the current IHS Markit travel provider.

Medical Coverage

While on assignment you can utilise our international healthcare plan, details of which will be provided to you separately from the Benefits team. You will be responsible for all cost directly involved for your international coverage. Any reimbursement to the company will be dependent on your plan choice.

Allowance

Beginning at your effective date of the assignment, you will be eligible for an allowance of \$175,000 per annum for the 2 year period to be paid on a semi-monthly basis in accordance with the current US payroll schedule for the duration of the assignment. All expenses incurred for your assignment will be your responsibility and should be covered with this additional payment.

Tax Services

The company will not provide direct tax services in regards to your assignment. You will have the option to utilize our current Company-appointed tax consultant, PricewaterhouseCoopers (PWC), and all costs will be at your own expense.

Tax Impact

Please note that in some countries the provision of the above services may be classed as a taxable benefit. IHS Markit cannot provide personal tax guidance and is not responsible for personal tax obligations that this relocation may trigger in either country. It is highly recommended that you secure a personal tax accountant to assist you with your taxes.

Termination of Support

The Company reserves the right to require repayment, on a prorated basis, of any direct payments, reimbursements or payments to yourself or a third party in the event an employee doesn't complete the move, fails to provide adequate documentation when reasonably requested to do so and/or if the employee resigns or is discharged for cause within twelve months of the effective date of the move as calculated from the date of resignation/date departure from the Company is confirmed. Employees terminated from the Company through reason of redundancy will not be required to make a repayment.

The Company reserves the right to withdraw approval for the relocation should business circumstances change, before a move takes place. In such circumstances the employee will not be required to make a repayment.

Any clawback or withdrawal of service will be determined by the prevailing local laws of the service/payments being offered.

Please refer to the Global Relocation Policy for full terms and conditions.

<u>Completed months since relocation</u>	<u>Amount Reimbursable to the Company.</u>
0-6 months	100%
6-9 months	75%
9-12 months	50%
Over 12 months	0%

Next Steps

We will first require you to sign and return this Relocation Letter to agree to the terms of your physical move and the support in place (where applicable). Once signed, the Global Mobility Team with local HR contacts will initiate any required visa process.

Once we have any required visas secured, any required employment contracts signed, and clarity on your planned travel dates, we will then confirm your official Transfer Date to the new location to instruct Payroll.

If you have any questions on your relocation process, don't hesitate to reach out to the Global Mobility Team; Emma Twining-Smith, Maryann Daly or Alissa Shelton-Twiss.

Please sign and return a copy of this letter to the undersigned. Please do not hesitate to contact your line manager or me with any questions.

Yours sincerely,

Damien Teisseire
VP, Total Rewards & Global Mobility

Copy to Home & Host HR teams

I acknowledge and concur with the terms set out above.

/s/ B. Crotty
Employee Signature

1/15/19
Date

**CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT, AS AMENDED**

I, Lance Uggla, certify that:

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

Date: June 23, 2021

/s/ Lance Uggla

Lance Uggla

Chairman and Chief Executive Officer

**CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT, AS AMENDED**

I, Jonathan Gear, certify that:

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

Date: June 23, 2021

/s/ Jonathan Gear

Jonathan Gear

Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Each of the undersigned hereby certifies, for the purposes of section 1350 of chapter 63 of title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in his capacity as an officer of IHS Markit Ltd. (the "Company"), that, to his knowledge, the Quarterly Report on Form 10-Q of the Company for the period ended May 31, 2021 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of the Company. This written statement is being furnished to the Securities and Exchange Commission as an exhibit to such report. A signed original of this statement 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.

Date: June 23, 2021

/s/ Lance Uggla

Lance Uggla
Chairman and Chief Executive Officer

/s/ Jonathan Gear

Jonathan Gear
Executive Vice President and Chief Financial Officer