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

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

For the quarterly period ended **March 31, 2017**

Or

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

For the transition period from _____ to _____

Commission file number: **001-32877**



Mastercard Incorporated

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

2000 Purchase Street
Purchase, NY
(Address of principal executive offices)

13-4172551
(IRS Employer
Identification Number)

10577
(Zip Code)

(914) 249-2000

(Registrant's telephone number, including area code)

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, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check One):

Large accelerated filer

☒

Accelerated filer

☐

Non-accelerated filer

☐

(do not check if a smaller reporting company)

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 Act). Yes ☐ No ☒

As of April 27, 2017, there were 1,053,922,389 shares outstanding of the registrant's Class A common stock, par value \$0.0001 per share; and 17,958,030 shares outstanding of the registrant's Class B common stock, par value \$0.0001 per share.

MASTERCARD INCORPORATED

FORM 10-Q

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In this Report on Form 10-Q ("Report"), references to the "Company," "Mastercard," "we," "us" or "our" refer to the Mastercard brand generally, and to the business conducted by Mastercard Incorporated and its consolidated subsidiaries, including our operating subsidiary, Mastercard International Incorporated.

Forward-Looking Statements

This Report contains forward-looking statements pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical facts may be forward-looking statements. When used in this Report, the words "believe", "expect", "could", "may", "would", "will", "trend" and similar words are intended to identify forward-looking statements. Examples of forward-looking statements include, but are not limited to, statements that relate to the Company's future prospects, developments and business strategies.

Many factors and uncertainties relating to our operations and business environment, all of which are difficult to predict and many of which are outside of our control, influence whether any forward-looking statements can or will be achieved. Any one of those factors could cause our actual results to differ materially from those expressed or implied in writing in any forward-looking statements made by Mastercard or on its behalf, including, but not limited to, the following factors:

- payments system-related legal and regulatory challenges (including interchange fees, surcharging and the extension of current regulatory activity to additional jurisdictions or products)
- the impact of preferential or protective government actions
- regulation of privacy, data protection and security
- regulation to which we are subject based on our participation in the payments industry (including payments oversight, anti-money laundering and economic sanctions, financial sector oversight, issuer practice regulation and regulation of internet and digital transactions)
- potential or incurred liability and limitations on business resulting from litigation
- the impact of competition in the global payments industry (including disintermediation and pricing pressure)
- the challenges relating to rapid technological developments and changes
- the impact of information security failures, breaches or service disruptions on our business
- issues related to our relationships with our financial institution customers (including loss of substantial business from significant customers, competitor relationships with our customers and banking industry consolidation)
- the impact of our relationships with other stakeholders, including merchants and governments
- exposure to loss or illiquidity due to settlement guarantees and other significant third-party obligations
- the impact of global economic and political events and conditions (including global financial market activity, declines in cross-border activity, negative trends in consumer spending and the effect of adverse currency fluctuation)
- reputational impact, including impact related to brand perception, account data breaches and fraudulent activity
- issues related to acquisition integration, strategic investments and entry into new businesses
- issues related to our Class A common stock and corporate governance structure

Please see a complete discussion of these risk factors in Part I, Item 1A - Risk Factors of the Company's Annual Report on Form 10-K for the year ended December 31, 2016. We caution you that the important factors referenced above may not contain all of the factors that are important to you. Our forward-looking statements speak only as of the date of this Report or as of the date they are made, and we undertake no obligation to update our forward-looking statements.

PART I – FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

MASTERCARD INCORPORATED CONSOLIDATED BALANCE SHEET (UNAUDITED)

	March 31, 2017	December 31, 2016
	(in millions, except per share data)	
ASSETS		
Cash and cash equivalents	\$ 6,006	\$ 6,721
Restricted cash for litigation settlement	543	543
Investments	1,654	1,614
Accounts receivable	1,553	1,416
Settlement due from customers	1,085	1,093
Restricted security deposits held for customers	984	991
Prepaid expenses and other current assets	1,060	850
Total Current Assets	12,885	13,228
Property, plant and equipment, net of accumulated depreciation of \$625 and \$603, respectively	748	733
Deferred income taxes	313	307
Goodwill	1,775	1,756
Other intangible assets, net of accumulated amortization of \$1,007 and \$974, respectively	702	722
Other assets	2,147	1,929
Total Assets	\$ 18,570	\$ 18,675
LIABILITIES AND EQUITY		
Accounts payable	\$ 680	\$ 609
Settlement due to customers	822	946
Restricted security deposits held for customers	984	991
Accrued litigation	734	722
Accrued expenses	3,158	3,318
Other current liabilities	717	620
Total Current Liabilities	7,095	7,206
Long-term debt	5,216	5,180
Deferred income taxes	83	81
Other liabilities	538	524
Total Liabilities	12,932	12,991
Commitments and Contingencies		
Stockholders' Equity		
Class A common stock, \$0.0001 par value; authorized 3,000 shares, 1,377 and 1,374 shares issued and 1,056 and 1,062 outstanding, respectively	—	—
Class B common stock, \$0.0001 par value; authorized 1,200 shares, 18 and 19 issued and outstanding, respectively	—	—
Additional paid-in-capital	4,191	4,183
Class A treasury stock, at cost, 321 and 312 shares, respectively	(17,980)	(17,021)
Retained earnings	20,263	19,418
Accumulated other comprehensive income (loss)	(863)	(924)
Total Stockholders' Equity	5,611	5,656
Non-controlling interests	27	28
Total Equity	5,638	5,684
Total Liabilities and Equity	\$ 18,570	\$ 18,675

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

MASTERCARD INCORPORATED
CONSOLIDATED STATEMENT OF OPERATIONS
(UNAUDITED)

	Three Months Ended March 31,	
	2017	2016
	(in millions, except per share data)	
Net Revenue	\$ 2,734	\$ 2,446
Operating Expenses		
General and administrative	951	868
Advertising and marketing	170	135
Depreciation and amortization	92	95
Provision for litigation settlement	15	—
Total operating expenses	1,228	1,098
Operating income	1,506	1,348
Other Income (Expense)		
Investment income	15	10
Interest expense	(39)	(20)
Other income (expense), net	(4)	(1)
Total other income (expense)	(28)	(11)
Income before income taxes	1,478	1,337
Income tax expense	397	378
Net Income	\$ 1,081	\$ 959
Basic Earnings per Share	\$ 1.00	\$ 0.86
Basic Weighted-Average Shares Outstanding	1,078	1,109
Diluted Earnings per Share	\$ 1.00	\$ 0.86
Diluted Weighted-Average Shares Outstanding	1,082	1,112

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

MASTERCARD INCORPORATED
CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
(UNAUDITED)

	Three Months Ended March 31,	
	2017	2016
	(in millions)	
Net Income	\$ 1,081	\$ 959
Other comprehensive income (loss):		
Foreign currency translation adjustments	86	94
Income tax effect	(1)	2
Foreign currency translation adjustments, net of income tax effect	85	96
Translation adjustments on net investment hedge	(34)	(64)
Income tax effect	12	22
Translation adjustments on net investment hedge, net of income tax effect	(22)	(42)
Defined benefit pension and other postretirement plans	(2)	—
Income tax effect	1	—
Defined benefit pension and other postretirement plans, net of income tax effect	(1)	—
Investment securities available-for-sale	(1)	3
Income tax effect	—	(1)
Investment securities available-for-sale, net of income tax effect	(1)	2
Other comprehensive income (loss), net of tax	61	56
Comprehensive Income	\$ 1,142	\$ 1,015

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

MASTERCARD INCORPORATED
CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
(UNAUDITED)

	Total	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Common Stock		Additional Paid-In Capital	Class A Treasury Stock	Non-Controlling Interests
				Class A	Class B			
	(in millions, except per share data)							
Balance at December 31, 2016	\$ 5,684	\$ 19,418	\$ (924)	\$ —	\$ —	\$ 4,183	\$ (17,021)	\$ 28
Net income	1,081	1,081	—	—	—	—	—	—
Activity related to non-controlling interests	(1)	—	—	—	—	—	—	(1)
Other comprehensive income (loss), net of tax	61	—	61	—	—	—	—	—
Cash dividends declared on Class A and Class B common stock, \$0.22 per share	(236)	(236)	—	—	—	—	—	—
Purchases of treasury stock	(963)	—	—	—	—	—	(963)	—
Share-based payments	12	—	—	—	—	8	4	—
Balance at March 31, 2017	\$ 5,638	\$ 20,263	\$ (863)	\$ —	\$ —	\$ 4,191	\$ (17,980)	\$ 27

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

MASTERCARD INCORPORATED
CONSOLIDATED STATEMENT OF CASH FLOWS
(UNAUDITED)

	Three Months Ended March 31,	
	2017	2016
	(in millions)	
Operating Activities		
Net income	\$ 1,081	\$ 959
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of customer and merchant incentives	266	204
Depreciation and amortization	92	95
Share-based compensation	39	32
Tax benefit for share-based payments	—	(22)
Deferred income taxes	8	(20)
Other	9	(15)
Changes in operating assets and liabilities:		
Accounts receivable	(120)	(87)
Income taxes receivable	(5)	(3)
Settlement due from customers	8	69
Prepaid expenses	(660)	(180)
Accrued litigation and legal settlements	13	6
Accounts payable	57	(75)
Settlement due to customers	(124)	(41)
Accrued expenses	10	27
Net change in other assets and liabilities	71	109
Net cash provided by operating activities	745	1,058
Investing Activities		
Purchases of investment securities available-for-sale	(205)	(446)
Purchases of investments held-to-maturity	(377)	(60)
Proceeds from sales of investment securities available-for-sale	89	69
Proceeds from maturities of investment securities available-for-sale	151	55
Proceeds from maturities of investments held-to-maturity	320	80
Purchases of property, plant and equipment	(64)	(37)
Capitalized software	(30)	(38)
Other investing activities	(130)	(8)
Net cash used in investing activities	(246)	(385)
Financing Activities		
Purchases of treasury stock	(962)	(1,357)
Dividends paid	(238)	(212)
Tax benefit for share-based payments	—	22
Tax withholdings related to share-based payments	(46)	(50)
Cash proceeds from exercise of stock options	19	4
Other financing activities	(10)	(2)
Net cash used in financing activities	(1,237)	(1,595)
Effect of exchange rate changes on cash and cash equivalents	23	69
Net decrease in cash and cash equivalents	(715)	(853)
Cash and cash equivalents - beginning of period	6,721	5,747
Cash and cash equivalents - end of period	\$ 6,006	\$ 4,894

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

MASTERCARD INCORPORATED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Note 1. Summary of Significant Accounting Policies

Organization

Mastercard Incorporated and its consolidated subsidiaries, including Mastercard International Incorporated ("Mastercard International" and together with Mastercard Incorporated, "Mastercard" or the "Company"), is a technology company in the global payments industry that connects consumers, financial institutions, merchants, governments and businesses worldwide, enabling them to use electronic forms of payment instead of cash and checks. The Company facilitates the switching (authorization, clearing and settlement) of payment transactions, and delivers related products and services. The Company makes payments easier and more efficient by creating a wide range of payment solutions and services through a family of well-known brands, including Mastercard®, Maestro® and Cirrus®. The Company also provides value-added offerings such as safety and security products, information services and consulting, issuer and acquirer processing, and loyalty and reward programs. The Company's network is designed to ensure safety and security for the global payments system. A typical transaction on the Company's network involves four participants in addition to the Company: cardholder (an individual who holds a card or uses another device enabled for payment), merchant, issuer (the cardholder's financial institution) and acquirer (the merchant's financial institution). The Company's customers encompass a vast array of entities, including financial institutions and other entities that act as "issuers" and "acquirers", as well as merchants, governments, and other businesses. The Company does not issue cards, extend credit, determine or receive revenue from interest rates or other fees charged to cardholders by issuers, or establish the rates charged by acquirers in connection with merchants' acceptance of the Company's branded cards.

Consolidation and basis of presentation

The consolidated financial statements include the accounts of Mastercard and its majority-owned and controlled entities, including any variable interest entities ("VIEs") for which the Company is the primary beneficiary. At March 31, 2017 and December 31, 2016, there were no significant VIEs which required consolidation. Intercompany transactions and balances have been eliminated in consolidation. Certain prior period amounts have been reclassified to conform to the 2017 presentation. The Company follows accounting principles generally accepted in the United States of America ("GAAP").

The balance sheet as of December 31, 2016 was derived from the audited consolidated financial statements as of December 31, 2016. The consolidated financial statements for the three months ended March 31, 2017 and 2016 and as of March 31, 2017 are unaudited, and in the opinion of management, include all normal recurring adjustments that are necessary to present fairly the results for interim periods. The results of operations for the three months ended March 31, 2017 are not necessarily indicative of the results to be expected for the full year.

The accompanying unaudited consolidated financial statements are presented in accordance with the U.S. Securities and Exchange Commission requirements for Quarterly Reports on Form 10-Q. Reference should be made to the Mastercard Incorporated Annual Report on Form 10-K for the year ended December 31, 2016 for additional disclosures, including a summary of the Company's significant accounting policies.

Non-controlling interest amounts are included in the consolidated statement of operations within other income (expense). For the three months ended March 31, 2017 and 2016, activity from non-controlling interests was insignificant.

Recent accounting pronouncements

Net periodic pension cost and net periodic postretirement benefit cost - In March 2017, the Financial Accounting Standards Board ("FASB") issued accounting guidance to improve the presentation of net periodic pension cost and net periodic postretirement benefit cost. Under this guidance, the service cost component is required to be reported in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of the net periodic benefit costs are required to be presented in the consolidated statement of operations separately from the service cost component and outside of operating income. This guidance is required to be applied retrospectively. This guidance is effective for periods beginning after December 15, 2017, and interim periods within those years, with early adoption permitted. The Company will adopt this guidance effective January 1, 2018. The Company is in the process of evaluating the impacts this guidance will have on its consolidated financial statements.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Goodwill impairment - In January 2017, the FASB issued accounting guidance to simplify how companies are required to test goodwill for impairment. Under this guidance, step 2 of the goodwill impairment test has been eliminated. Step 2 of the goodwill impairment test required companies to determine the implied fair value of the reporting unit's goodwill. Under this guidance, companies will perform their annual, or interim, goodwill impairment test by comparing the reporting unit's carrying value, including goodwill, to its fair value. An impairment charge would be recorded if the reporting unit's carrying value exceeds its fair value. This guidance is required to be applied prospectively and is effective for periods beginning after December 15, 2019, with early adoption permitted. The Company adopted this guidance effective January 1, 2017 and there was no impact from the adoption of the new accounting guidance on its consolidated financial statements.

Restricted cash - In November 2016, the FASB issued accounting guidance to address diversity in the classification and presentation of changes in restricted cash on the consolidated statement of cash flows. Under this guidance, companies will be required to present restricted cash and restricted cash equivalents with cash and cash equivalents when reconciling the beginning-of-period and end-of-period amounts shown on the consolidated statement of cash flows. This guidance is required to be applied retrospectively and is effective for periods beginning after December 15, 2017, with early adoption permitted. The Company will adopt this guidance effective January 1, 2018. Upon adoption of this standard, the Company will include restricted cash, which currently consists primarily of restricted cash for litigation settlement and restricted security deposits held for customers in its reconciliation of beginning-of-period and end-of-period amounts shown on the consolidated statement of cash flows.

Intra-entity asset transfers - In October 2016, the FASB issued accounting guidance to simplify the accounting for income tax consequences of intra-entity transfers of assets other than inventory. Under this guidance, companies will be required to recognize the income tax consequences of an intra-entity asset transfer when the transfer occurs. This guidance must be applied on a modified retrospective basis through a cumulative-effect adjustment to retained earnings as of the period of adoption. This guidance is effective for periods beginning after December 15, 2017 and early adoption is permitted. The Company is in the process of evaluating the impacts this guidance will have on its consolidated financial statements. However, the Company expects that it will recognize a cumulative-effect adjustment to retained earnings upon adoption of the new guidance related to certain tax activity resulting from intra-entity asset transfers occurring before the date of adoption. The Company will adopt this guidance effective January 1, 2018. For full discussion of an intra-entity transfer of intellectual property, refer to Note 17 (Income Taxes) to the consolidated financial statements included in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2016.

Share-based payments - In March 2016, the FASB issued accounting guidance related to share-based payments to employees. The Company adopted this guidance on January 1, 2017. The adoption had the following impacts on the consolidated financial statements:

- The Company is required to recognize the tax effects from exercised and vested share-based awards in the consolidated statement of operations in the period in which they occurred rather than in additional paid-in-capital. For the three months ended March 31, 2017, the Company recorded excess tax benefits of \$20 million within income tax expense. The Company is also required to revise its calculation of diluted weighted-average shares outstanding by excluding the tax effects from the assumed proceeds available to repurchase shares. For the three months ended March 31, 2017, diluted weighted-average shares outstanding included 1 million additional shares, as a result of the change in this calculation. For the three months ended March 31, 2017, the net impact of adoption resulted in a \$0.02 increase to diluted earnings per share. Lastly, the Company is required to change the classification of these tax effects within the consolidated statement of cash flows and classify them as an operating activity rather than as a financing activity. Each of these above items have been adopted prospectively.
- Retrospectively, the Company is required to change its classification of cash paid for employees withholding tax related to equity awards as a financing activity rather than as an operating activity within the consolidated statement of cash flows. As a result of this change in classification, cash provided by operating activities and cash used in financing activities within the consolidated statement of cash flows increased by \$46 million and \$50 million for the three months ended March 31, 2017 and 2016, respectively.
- This guidance allows a company-wide accounting policy election either to continue estimating forfeitures each period or to account for forfeitures as they occur. The Company elected to continue its existing practice to estimate the number of awards that will be forfeited. There was no impact on its consolidated financial statements.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Leases - In February 2016, the FASB issued accounting guidance that will change how companies account for and present lease arrangements. This guidance requires companies to recognize leased assets and liabilities for both capital and operating leases. This guidance is effective for periods after December 15, 2018 and early adoption is permitted. Companies are required to adopt the guidance using a modified retrospective method. The Company expects to adopt this guidance effective January 1, 2019. The Company is in the process of evaluating the potential effects this guidance will have on its consolidated financial statements.

Revenue recognition - In May 2014, the FASB issued accounting guidance that provides a single, comprehensive revenue recognition model for all contracts with customers and supersedes most of the existing revenue recognition requirements. Under this guidance, an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In August 2015, the FASB issued accounting guidance that delayed the effective date of this standard by one year, making this guidance effective for fiscal years beginning after December 15, 2017. This guidance will impact the timing of recognition for certain of the Company's customer incentives. Under the new guidance, the Company will recognize certain customer incentives over the life of the contract as revenue is recognized versus as they are earned by the customer. The Company will adopt the new accounting guidance effective January 1, 2018. The accounting guidance permits either a full retrospective or a modified retrospective transition method. The Company expects to adopt this guidance with the modified retrospective transition method. The Company is in the process of quantifying the potential effects this guidance will have on its consolidated financial statements.

Note 2. Acquisitions

On April 28, 2017, Mastercard acquired a 92.4% controlling interest in VocaLink Holdings Limited ("VocaLink") for £719 million, or \$929 million, in cash after adjusting for cash and certain other estimated liabilities. VocaLink's existing shareholders have the potential for an earn-out of up to an additional £169 million (approximately \$220 million as of April 28, 2017) if certain performance targets are met in 2018. VocaLink operates payment systems and ATM switching platforms in the U.K., as well as several other regions.

A majority of VocaLink's shareholders have retained 7.6% ownership for at least three years. On the third and fifth anniversaries of the transaction and quarterly thereafter, VocaLink's remaining shareholders have an option to sell their ownership interest to Mastercard. Additionally, Mastercard has an option to purchase the remaining interest from VocaLink's shareholders on the fifth anniversary of the transaction and quarterly thereafter. These options can be exercised at a fixed price or at fair market value and expire on the tenth anniversary of the transaction.

The Company will begin consolidating this acquisition as of the date acquired and is evaluating and finalizing the purchase price accounting.

MASTERCARD INCORPORATED
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Note 3. Earnings Per Share

The components of basic and diluted earnings per share ("EPS") for common stock were as follows:

	Three Months Ended March 31,	
	2017	2016
	(in millions, except per share data)	
Numerator		
Net income	\$ 1,081	\$ 959
Denominator		
Basic weighted-average shares outstanding	1,078	1,109
Dilutive stock options and stock units	4	3
Diluted weighted-average shares outstanding ¹	1,082	1,112
Earnings per Share		
Basic	\$ 1.00	\$ 0.86
Diluted	\$ 1.00	\$ 0.86

¹ For the periods presented, the calculation of diluted EPS excluded a minimal amount of anti-dilutive share-based payment awards.

Note 4. Fair Value and Investment Securities

Financial Instruments – Recurring Measurements

The Company classifies its fair value measurements of financial instruments into a three-level hierarchy (the "Valuation Hierarchy"). There were no transfers made among the three levels in the Valuation Hierarchy during the three months ended March 31, 2017.

MASTERCARD INCORPORATED

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

The distribution of the Company's financial instruments measured at fair value on a recurring basis within the Valuation Hierarchy were as follows:

March 31, 2017								
	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total				
(in millions)								
Assets								
Investment securities available for sale ¹ :								
Municipal securities	\$	—	\$	52	\$	—	\$	52
Government and agency securities		51		109		—		160
Corporate securities		—		842		—		842
Asset-backed securities		—		82		—		82
Equity securities		2		—		—		2
Derivative instruments ² :								
Foreign currency derivative assets		—		13		—		13
Liabilities								
Derivative instruments ² :								
Foreign currency derivative liabilities	\$	—	\$	(23)	\$	—	\$	(23)

December 31, 2016								
	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total				
(in millions)								
Assets								
Investment securities available for sale ¹ :								
Municipal securities	\$	—	\$	59	\$	—	\$	59
Government and agency securities		49		117		—		166
Corporate securities		—		855		—		855
Asset-backed securities		—		80		—		80
Equity securities		2		—		—		2
Derivative instruments ² :								
Foreign currency derivative assets		—		29		—		29
Liabilities								
Derivative instruments ² :								
Foreign currency derivative liabilities	\$	—	\$	(13)	\$	—	\$	(13)

¹ The Company's U.S. government securities and marketable equity securities are classified within Level 1 of the Valuation Hierarchy as the fair values are based on unadjusted quoted prices for identical assets in active markets. The fair value of the Company's available-for-sale municipal securities, government and agency securities, corporate securities and asset-backed securities are based on observable inputs such as quoted prices, benchmark yields and issuer spreads for similar assets in active markets and are therefore included in Level 2 of the Valuation Hierarchy.

² The Company's foreign currency derivative asset and liability contracts have been classified within Level 2 of the Valuation Hierarchy as the fair value is based on observable inputs such as broker quotes relating to foreign currency exchange rates for similar derivative instruments. See Note 13 (Foreign Exchange Risk Management) for further details.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Financial Instruments - Non-Recurring Measurements

Held-to-Maturity Securities

Investments on the consolidated balance sheet include both available-for-sale and short-term held-to-maturity securities. Held-to-maturity securities are not measured at fair value on a recurring basis and are not included in the Valuation Hierarchy table above. At March 31, 2017 and December 31, 2016, the Company held \$516 million and \$452 million, respectively, of short-term held-to-maturity securities. In addition, at March 31, 2017 and December 31, 2016, the Company held \$64 million and \$61 million, respectively, of long-term held-to-maturity securities included in other assets on the consolidated balance sheet. Both short-term and long-term held-to-maturity securities consist of time deposits and are classified as Level 2 of the Valuation Hierarchy. The cost of these securities approximates fair value.

Nonmarketable equity investments

The Company's nonmarketable equity cost investments are measured at fair value at initial recognition and for impairment testing. These investments are classified as Level 3 of the Valuation Hierarchy due to the absence of quoted market prices, the inherent lack of liquidity, and the fact that inputs used to measure fair value are unobservable and require management's judgment. The Company uses discounted cash flows and market assumptions to estimate the fair value of its nonmarketable equity investments when certain events or circumstances indicate that impairment may exist. These investments are included in other assets on the consolidated balance sheet and in Note 5 (Prepaid Expenses and Other Assets).

Debt

The Company estimates the fair value of its long-term debt based on market quotes. These debt instruments are not traded in active markets and are classified as Level 2 of the Valuation Hierarchy. At March 31, 2017, the carrying value and fair value of long-term debt was \$5.2 billion and \$5.4 billion, respectively. At December 31, 2016, the carrying value and fair value of long-term debt was \$5.2 billion and \$5.3 billion, respectively.

Settlement and Other Guarantee Liabilities

The Company estimates the fair value of its settlement and other guarantees using market assumptions for relevant though not directly comparable undertakings, as the latter are not observable in the market given the proprietary nature of such guarantees. At March 31, 2017 and December 31, 2016, the carrying value and fair value of settlement and other guarantee liabilities were not material. Settlement and other guarantee liabilities are classified as Level 3 of the Valuation Hierarchy as their valuation requires substantial judgment and estimation of factors that are not currently observable in the market. For additional information regarding the Company's settlement and other guarantee liabilities, see Note 12 (Settlement and Other Risk Management).

Other Financial Instruments

Certain financial instruments are carried on the consolidated balance sheet at cost, which approximates fair value due to their short-term, highly liquid nature. These instruments include cash and cash equivalents, restricted cash, accounts receivable, settlement due from customers, restricted security deposits held for customers, accounts payable, settlement due to customers and other accrued liabilities.

Non-Financial Instruments

Certain assets are measured at fair value on a nonrecurring basis for purposes of initial recognition and impairment testing. The Company's non-financial assets measured at fair value on a nonrecurring basis include property, plant and equipment, goodwill and other intangible assets. These assets are subject to fair value adjustments in certain circumstances, such as when there is evidence of impairment.

MASTERCARD INCORPORATED

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Amortized Costs and Fair Values – Available-for-Sale Investment Securities

The major classes of the Company's available-for-sale investment securities, for which unrealized gains and losses are recorded as a separate component of other comprehensive income (loss) on the consolidated statement of comprehensive income, and their respective amortized cost basis and fair values as of March 31, 2017 and December 31, 2016 were as follows:

March 31, 2017				
	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value
	(in millions)			
Municipal securities	\$ 52	\$ —	\$ —	\$ 52
Government and agency securities	160	—	—	160
Corporate securities	841	2	(1)	842
Asset-backed securities	82	—	—	82
Equity securities	1	1	—	2
Total	<u>\$ 1,136</u>	<u>\$ 3</u>	<u>\$ (1)</u>	<u>\$ 1,138</u>
December 31, 2016				
	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value
	(in millions)			
Municipal securities	\$ 59	\$ —	\$ —	\$ 59
Government and agency securities	165	1	—	166
Corporate securities	853	3	(1)	855
Asset-backed securities	80	—	—	80
Equity securities	2	—	—	2
Total	<u>\$ 1,159</u>	<u>\$ 4</u>	<u>\$ (1)</u>	<u>\$ 1,162</u>

The Company's available-for-sale investment securities held at March 31, 2017 and December 31, 2016, primarily carried a credit rating of A-, or better. The municipal securities are primarily comprised of tax-exempt bonds and are diversified across states and sectors. Government and agency securities include U.S. government bonds, U.S. government sponsored agency bonds and foreign government bonds with similar credit quality to that of the U.S. government bonds. Corporate securities are comprised of commercial paper and corporate bonds. The asset-backed securities are investments in bonds which are collateralized primarily by automobile loan receivables.

MASTERCARD INCORPORATED

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Investment Maturities

The maturity distribution based on the contractual terms of the Company's investment securities at March 31, 2017 was as follows:

	Available-For-Sale	
	Amortized Cost	Fair Value
	(in millions)	
Due within 1 year	\$ 414	\$ 414
Due after 1 year through 5 years	721	722
Due after 5 years through 10 years	—	—
Due after 10 years	—	—
No contractual maturity ¹	1	2
Total	<u>\$ 1,136</u>	<u>\$ 1,138</u>

¹ Equity securities have been included in the No contractual maturity category, as these securities do not have stated maturity dates.

Investment Income

Investment income primarily consists of interest income generated from cash, cash equivalents and investments. Gross realized gains and losses are recorded within investment income on the Company's consolidated statement of operations. The gross realized gains and losses from the sales of available-for-sale securities for the three months ended March 31, 2017 and 2016 were not significant.

Note 5. Prepaid Expenses and Other Assets

Prepaid expenses and other current assets consisted of the following:

	March 31, 2017	December 31, 2016
	(in millions)	
Customer and merchant incentives	\$ 566	\$ 479
Prepaid income taxes	49	118
Other	445	253
Total prepaid expenses and other current assets	<u>\$ 1,060</u>	<u>\$ 850</u>

Other assets consisted of the following:

	March 31, 2017	December 31, 2016
	(in millions)	
Customer and merchant incentives	\$ 1,358	\$ 1,134
Nonmarketable equity investments	136	132
Prepaid income taxes	327	325
Income taxes receivable	162	175
Other	164	163
Total other assets	<u>\$ 2,147</u>	<u>\$ 1,929</u>

Customer and merchant incentives represent payments made or amounts to be paid to customers and merchants under business agreements. Costs directly related to entering into such an agreement are generally deferred and amortized over the life of the agreement. Amounts to be paid for these incentives and the related liability were included in accrued expenses and other liabilities.

MASTERCARD INCORPORATED

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Note 6. Accrued Expenses and Accrued Litigation

Accrued expenses consisted of the following:

	March 31, 2017	December 31, 2016
	(in millions)	
Customer and merchant incentives	\$ 2,189	\$ 2,286
Personnel costs	241	496
Advertising	54	71
Income and other taxes	352	161
Other	322	304
Total accrued expenses	<u>\$ 3,158</u>	<u>\$ 3,318</u>

As of March 31, 2017 and December 31, 2016, the Company's provision for litigation was \$734 million and \$722 million, respectively. These amounts are not included in the accrued expenses table above and are separately reported as accrued litigation on the consolidated balance sheet. See Note 11 (Legal and Regulatory Proceedings) for further discussion of the U.S. and Canadian merchant class litigations.

Note 7. Stockholders' Equity

The Company's Board of Directors has approved share repurchase programs authorizing the Company to repurchase its Class A common stock. The Company typically completes a share repurchase program before a new program becomes effective. The following table summarizes the Company's share repurchase authorizations of its Class A common stock through March 31, 2017, as well as historical purchases:

	Authorization Dates			
	December 2016	December 2015	December 2014	Total
	(in millions, except average price data)			
Board authorization	\$ 4,000	\$ 4,000	\$ 3,750	\$ 11,750
Dollar value of shares repurchased during the three months ended March 31, 2016	\$ —	\$ 850	\$ 507	\$ 1,357
Remaining authorization at December 31, 2016	\$ 4,000	\$ 996	\$ —	\$ 4,996
Dollar value of shares repurchased during the three months ended March 31, 2017	\$ —	\$ 962	\$ —	\$ 962
Remaining authorization at March 31, 2017	\$ 4,000	\$ 34	\$ —	\$ 4,034
Shares repurchased during the three months ended March 31, 2016	—	9.7	5.7	15.4
Average price paid per share during the three months ended March 31, 2016	\$ —	\$ 87.38	\$ 89.76	\$ 88.26
Shares repurchased during the three months ended March 31, 2017	—	8.8	—	8.8
Average price paid per share during the three months ended March 31, 2017	\$ —	\$ 109.06	\$ —	\$ 109.06
Cumulative shares repurchased through March 31, 2017	—	40.0	40.8	80.8
Cumulative average price paid per share	\$ —	\$ 99.00	\$ 92.03	\$ 95.48

MASTERCARD INCORPORATED

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

The following table presents the changes in the Company's outstanding Class A and Class B common stock for the three months ended March 31, 2017:

	Outstanding Shares	
	Class A	Class B
	(in millions)	
Balance at December 31, 2016	1,062.4	19.3
Purchases of treasury stock	(8.8)	—
Share-based payments	1.1	—
Conversion of Class B to Class A common stock	1.4	(1.4)
Balance at March 31, 2017	<u>1,056.1</u>	<u>17.9</u>

Note 8. Accumulated Other Comprehensive Income (Loss)

The changes in the balances of each component of accumulated other comprehensive income (loss), net of tax, for the three months ended March 31, 2017 and 2016 were as follows:

	Foreign Currency Translation Adjustments ¹	Translation Adjustments on Net Investment Hedge	Defined Benefit Pension and Other Postretirement Plans	Investment Securities Available- for-Sale	Accumulated Other Comprehensive Income (Loss)
	(in millions)				
Balance at December 31, 2015	\$ (663)	\$ (26)	\$ 13	\$ —	\$ (676)
Other comprehensive income (loss) for the period	96	(42)	—	2	56
Balance at March 31, 2016	<u>\$ (567)</u>	<u>\$ (68)</u>	<u>\$ 13</u>	<u>\$ 2</u>	<u>\$ (620)</u>
Balance at December 31, 2016	\$ (949)	\$ 12	\$ 11	\$ 2	\$ (924)
Other comprehensive income (loss) for the period	85	(22)	(1)	(1)	61
Balance at March 31, 2017	<u>\$ (864)</u>	<u>\$ (10)</u>	<u>\$ 10</u>	<u>\$ 1</u>	<u>\$ (863)</u>

¹ During the three months ended March 31, 2017 and 2016, the decrease in other comprehensive loss related to foreign currency translation adjustments was driven primarily by the appreciation of the euro.

Note 9. Share-Based Payments

During the three months ended March 31, 2017, the Company granted the following awards under the Mastercard Incorporated 2006 Long Term Incentive Plan, as amended and restated ("LTIP"). The LTIP is a shareholder-approved plan that permits the grant of various types of equity awards to employees.

	Grants in 2017	Weighted-Average Grant-Date Fair Value
	(in millions)	
Non-qualified stock options	1.7	\$21
Restricted stock units	1.2	\$110
Performance stock units	0.2	\$126

Stock options generally vest in four equal annual installments beginning one year after the date of grant and have a term of ten years. The Company used the Black-Scholes option pricing model to estimate the grant date fair value of stock options and calculated the expected term and the expected volatility based on historical Mastercard information. As a result, the expected term of stock options granted in 2017 was five years, while the expected volatility was determined to be 19.3%.

MASTERCARD INCORPORATED

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Vesting of the shares underlying the restricted stock units and performance stock units will generally occur three years after the date of grant. The fair value of restricted stock units is determined and fixed on the grant date based on the Company's Class A common stock price, adjusted for the exclusion of dividend equivalents. The Monte Carlo simulation valuation model was used to determine the grant date fair value of performance stock units granted.

Compensation expense is recorded net of estimated forfeitures over the shorter of the vesting period or the date the individual becomes eligible to retire under the LTIP. The Company uses the straight-line method of attribution over the requisite service period for expensing equity awards.

Note 10. Income Taxes

The effective income tax rates were 26.9% and 28.3% for the three months ended March 31, 2017 and 2016, respectively. For the three months ended March 31, 2017, the effective tax rate was lower than the comparable period in 2016, due to a more favorable geographical mix of taxable earnings and the adoption of the new accounting guidance related to share-based payments in 2017, partially offset by a lower U.S. foreign tax credit benefit associated with the repatriation of current year foreign earnings.

The Company is subject to tax in the United States, Belgium, Singapore, the United Kingdom and various other foreign jurisdictions, as well as state and local jurisdictions. Uncertain tax positions are reviewed on an ongoing basis and are adjusted after considering facts and circumstances, including progress of tax audits, developments in case law and closing of statutes of limitation. Within the next twelve months, the Company believes that the resolution of certain federal, foreign and state and local examinations are reasonably possible and that a change in estimate, reducing unrecognized tax benefits, may occur. While such a change may be significant, it is not possible to provide a range of the potential change until the examinations progress further or the related statutes of limitation expire. The Company has effectively settled its U.S. federal income tax obligations through 2008, with the exception of transfer pricing issues which are settled through 2011. With limited exception, the Company is no longer subject to state and local or foreign examinations by tax authorities for years before 2009.

Note 11. Legal and Regulatory Proceedings

Mastercard is a party to legal and regulatory proceedings with respect to a variety of matters in the ordinary course of business. Some of these proceedings are based on complex claims involving substantial uncertainties and unascertainable damages. Accordingly, except as discussed below, it is not possible to determine the probability of loss or estimate damages, and therefore, Mastercard has not established reserves for any of these proceedings. When the Company determines that a loss is both probable and reasonably estimable, Mastercard records a liability and discloses the amount of the liability if it is material. When a material loss contingency is only reasonably possible, Mastercard does not record a liability, but instead discloses the nature and the amount of the claim, and an estimate of the loss or range of loss, if such an estimate can be made. Unless otherwise stated below with respect to these matters, Mastercard cannot provide an estimate of the possible loss or range of loss based on one or more of the following reasons: (1) actual or potential plaintiffs have not claimed an amount of monetary damages or the amounts are unsupportable or exaggerated, (2) the matters are in early stages, (3) there is uncertainty as to the outcome of pending appeals or motions, (4) there are significant factual issues to be resolved, (5) the existence in many such proceedings of multiple defendants or potential defendants whose share of any potential financial responsibility has yet to be determined, and/or (6) there are novel legal issues presented. Furthermore, except as identified with respect to the matters below, Mastercard does not believe that the outcome of any individual existing legal or regulatory proceeding to which it is a party will have a material adverse effect on its results of operations, financial condition or overall business. However, an adverse judgment or other outcome or settlement with respect to any proceedings discussed below could result in fines or payments by Mastercard and/or could require Mastercard to change its business practices. In addition, an adverse outcome in a regulatory proceeding could lead to the filing of civil damage claims and possibly result in significant damage awards. Any of these events could have a material adverse effect on Mastercard's results of operations, financial condition and overall business.

Interchange Litigation and Regulatory Proceedings

Mastercard's interchange fees and other practices are subject to regulatory and/or legal review and/or challenges in a number of jurisdictions, including the proceedings described below. When taken as a whole, the resulting decisions,

MASTERCARD INCORPORATED

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

regulations and legislation with respect to interchange fees and acceptance practices may have a material adverse effect on the Company's prospects for future growth and its overall results of operations, financial position and cash flows.

United States. In June 2005, the first of a series of complaints were filed on behalf of merchants (the majority of the complaints were styled as class actions, although a few complaints were filed on behalf of individual merchant plaintiffs) against Mastercard International, Visa U.S.A., Inc., Visa International Service Association and a number of financial institutions. Taken together, the claims in the complaints were generally brought under both Sections 1 and 2 of the Sherman Act, which prohibit monopolization and attempts or conspiracies to monopolize a particular industry, and some of these complaints contain unfair competition law claims under state law. The complaints allege, among other things, that Mastercard, Visa, and certain financial institutions conspired to set the price of interchange fees, enacted point of sale acceptance rules (including the no surcharge rule) in violation of antitrust laws and engaged in unlawful tying and bundling of certain products and services. The cases were consolidated for pre-trial proceedings in the U.S. District Court for the Eastern District of New York in MDL No. 1720. The plaintiffs filed a consolidated class action complaint that seeks treble damages.

In July 2006, the group of purported merchant class plaintiffs filed a supplemental complaint alleging that Mastercard's initial public offering of its Class A Common Stock in May 2006 (the "IPO") and certain purported agreements entered into between Mastercard and financial institutions in connection with the IPO: (1) violate U.S. antitrust laws and (2) constituted a fraudulent conveyance because the financial institutions allegedly attempted to release, without adequate consideration, Mastercard's right to assess them for Mastercard's litigation liabilities. The class plaintiffs sought treble damages and injunctive relief including, but not limited to, an order reversing and unwinding the IPO.

In February 2011, Mastercard and Mastercard International entered into each of: (1) an omnibus judgment sharing and settlement sharing agreement with Visa Inc., Visa U.S.A. Inc. and Visa International Service Association and a number of financial institutions; and (2) a Mastercard settlement and judgment sharing agreement with a number of financial institutions. The agreements provide for the apportionment of certain costs and liabilities which Mastercard, the Visa parties and the financial institutions may incur, jointly and/or severally, in the event of an adverse judgment or settlement of one or all of the cases in the merchant litigations. Among a number of scenarios addressed by the agreements, in the event of a global settlement involving the Visa parties, the financial institutions and Mastercard, Mastercard would pay 12% of the monetary portion of the settlement. In the event of a settlement involving only Mastercard and the financial institutions with respect to their issuance of Mastercard cards, Mastercard would pay 36% of the monetary portion of such settlement.

In October 2012, the parties entered into a definitive settlement agreement with respect to the merchant class litigation (including with respect to the claims related to the IPO) and the defendants separately entered into a settlement agreement with the individual merchant plaintiffs. The settlements included cash payments that were apportioned among the defendants pursuant to the omnibus judgment sharing and settlement sharing agreement described above. Mastercard also agreed to provide class members with a short-term reduction in default credit interchange rates and to modify certain of its business practices, including its "no surcharge" rule. The court granted final approval of the settlement in December 2013, and objectors to the settlement appealed that decision to the U.S. Court of Appeals for the Second Circuit. In June 2016, the court of appeals vacated the class action certification, reversed the settlement approval and sent the case back to the district court for further proceedings. The court of appeals' ruling was based primarily on whether the merchants were adequately represented by counsel in the settlement.

Prior to the reversal of the settlement approval, merchants representing slightly more than 25% of the Mastercard and Visa purchase volume over the relevant period chose to opt out of the class settlement. Mastercard had anticipated that most of the larger merchants who opted out of the settlement would initiate separate actions seeking to recover damages, and over 30 opt-out complaints have been filed on behalf of numerous merchants in various jurisdictions. Mastercard has executed settlement agreements with a number of opt-out merchants. Mastercard believes these settlement agreements are not impacted by the ruling of the court of appeals. The defendants have consolidated all of these matters (except for two state court actions) in front of the same federal district court that approved the merchant class settlement. In July 2014, the district court denied the defendants' motion to dismiss the opt-out merchant complaints for failure to state a claim. Deposition discovery commenced in December 2016.

MASTERCARD INCORPORATED

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

As of March 31, 2017, Mastercard had accrued a liability of \$705 million as a reserve for both the merchant class litigation and the filed and anticipated opt-out merchant cases. As of March 31, 2017 and December 31, 2016, Mastercard had \$543 million in a qualified cash settlement fund related to the merchant class litigation and classified as restricted cash on its consolidated balance sheet. Mastercard believes the reserve for both the merchant class litigation and the filed and anticipated opt-out merchants represents its best estimate of its probable liabilities in these matters at March 31, 2017. The portion of the accrued liability relating to both the opt-out merchants and the merchant class litigation settlement does not represent an estimate of a loss, if any, if the matters were litigated to a final outcome. Mastercard cannot estimate the potential liability if that were to occur.

Canada. In December 2010, a proposed class action complaint was commenced against Mastercard in Quebec on behalf of Canadian merchants. The suit essentially repeated the allegations and arguments of a previously filed application by the Canadian Competition Bureau to the Canadian Competition Tribunal (dismissed in Mastercard's favor) concerning certain Mastercard rules related to point-of-sale acceptance, including the "honor all cards" and "no surcharge" rules. The Quebec suit sought compensatory and punitive damages in unspecified amounts, as well as injunctive relief. In the first half of 2011, additional purported class action lawsuits were commenced in British Columbia and Ontario against Mastercard, Visa and a number of large Canadian financial institutions. The British Columbia suit sought compensatory damages in unspecified amounts, and the Ontario suit sought compensatory damages of \$5 billion on the basis of alleged conspiracy and various alleged breaches of the Canadian Competition Act. Additional purported class action complaints were commenced in Saskatchewan and Alberta with claims that largely mirror those in the other suits. In March 2017, Mastercard entered into a term sheet reflecting an agreement in principle to resolve all of the Canadian class action litigation. The parties are negotiating a settlement agreement that, if finalized, will need to be approved in each applicable province. During the first quarter of 2017, the Company recorded a provision for litigation of \$15 million related to the proposed settlement.

Europe. In July 2015, the European Commission issued a Statement of Objections related to Mastercard's interregional interchange fees and central acquiring rules within the European Economic Area. The Statement of Objections, which follows an investigation opened in 2013, includes preliminary conclusions concerning the alleged anticompetitive effects of these practices. The European Commission has indicated it intends to seek fines if these conclusions are subsequently confirmed. In April 2016, Mastercard submitted a response to the Statement of Objections disputing the Commission's preliminary conclusions and participated in a related oral hearing in May 2016. Since that time, Mastercard has remained in discussions with the Commission. Although the Statement of Objections does not quantify the level of fines, based upon recent interactions with the Commission, it is possible that they could be substantial, potentially in excess of \$1 billion if the Commission were to issue a negative decision. Fines may be less than this amount in the event of a negotiated resolution. Due to the uncertainty of numerous legal issues, including the potential for a negotiated resolution, Mastercard cannot estimate a possible range of loss at this time, although Mastercard may obtain greater clarity with respect to these issues in the second or third quarter of 2017.

In the United Kingdom, beginning in May 2012, a number of retailers filed claims or threatened litigation against Mastercard seeking damages for alleged anti-competitive conduct with respect to Mastercard's cross-border interchange fees and its U.K. and Ireland domestic interchange fees (the "U.K. Merchant claimants"), with claimed purported damages exceeding \$1 billion. The U.K. Merchant claimants (including all resolved matters) represent approximately 40% of Mastercard's U.K. interchange volume over the relevant damages period. Additional merchants have filed or threatened litigation with respect to interchange rates in Europe (the "Pan-European claimants") for purported damages exceeding \$1 billion. Mastercard submitted statements of defense to the retailers' claims disputing liability and damages. In June 2015, Mastercard entered into a settlement with one of the U.K. Merchant claimants for \$61 million, recorded as a provision for litigation settlement. Following the conclusion of a trial for liability and damages for one of the U.K. merchant cases, in July 2016, the tribunal issued a judgment against Mastercard for damages. Mastercard recorded a litigation provision of \$107 million in the second quarter of 2016 that includes the amount of the judgment and estimated legal fees and costs. Mastercard has sought permission from the court to appeal this judgment. In the fourth quarter of 2016, Mastercard recorded a charge of \$10 million relating to settlements with multiple U.K. Merchant claimants.

In January 2017, Mastercard received a liability judgment in its favor on all significant matters in a separate action brought by ten of the U.K. Merchant claimants, who had been seeking in excess of \$500 million in damages. Subsequently, Mastercard settled with six of these claimants to resolve their claims, with no financial payments required by Mastercard. The remaining U.K. Merchant claimants are seeking court permission to appeal the judgment.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

In September 2016, a proposed collective action was filed in the United Kingdom on behalf of U.K. consumers seeking damages for intra-EEA and domestic U.K. interchange fees that were allegedly passed on to consumers by merchants between 1992 and 2008. The complaint, which seeks to leverage the European Commission's 2007 decision on intra-EEA interchange fees, claims damages in an amount that exceeds £14 billion (approximately \$18 billion). In January 2017, the court heard argument on the plaintiffs' application for collective action, and the parties are awaiting a decision. At this time, Mastercard is unable to estimate a probable loss for the matter, if any, and accordingly has not accrued for any loss.

ATM Non-Discrimination Rule Surcharge Complaints

In October 2011, a trade association of independent Automated Teller Machine ("ATM") operators and 13 independent ATM operators filed a complaint styled as a class action lawsuit in the U.S. District Court for the District of Columbia against both Mastercard and Visa (the "ATM Operators Complaint"). Plaintiffs seek to represent a class of non-bank operators of ATM terminals that operate in the United States with the discretion to determine the price of the ATM access fee for the terminals they operate. Plaintiffs allege that Mastercard and Visa have violated Section 1 of the Sherman Act by imposing rules that require ATM operators to charge non-discriminatory ATM surcharges for transactions processed over Mastercard's and Visa's respective networks that are not greater than the surcharge for transactions over other networks accepted at the same ATM. Plaintiffs seek both injunctive and monetary relief equal to treble the damages they claim to have sustained as a result of the alleged violations and their costs of suit, including attorneys' fees. Plaintiffs have not quantified their damages although they allege that they expect damages to be in the tens of millions of dollars.

Subsequently, multiple related complaints were filed in the U.S. District Court for the District of Columbia alleging both federal antitrust and multiple state unfair competition, consumer protection and common law claims against Mastercard and Visa on behalf of putative classes of users of ATM services (the "ATM Consumer Complaints"). The claims in these actions largely mirror the allegations made in the ATM Operators Complaint, although these complaints seek damages on behalf of consumers of ATM services who pay allegedly inflated ATM fees at both bank and non-bank ATM operators as a result of the defendants' ATM rules. Plaintiffs seek both injunctive and monetary relief equal to treble the damages they claim to have sustained as a result of the alleged violations and their costs of suit, including attorneys' fees. Plaintiffs have not quantified their damages although they allege that they expect damages to be in the tens of millions of dollars.

In January 2012, the plaintiffs in the ATM Operators Complaint and the ATM Consumer Complaints filed amended class action complaints that largely mirror their prior complaints. In February 2013, the district court granted Mastercard's motion to dismiss the complaints for failure to state a claim. On appeal, the Court of Appeals reversed the district court's order in August 2015 and sent the case back for further proceedings. In March 2016, certain of the plaintiffs in the ATM Operators Complaint filed a motion seeking a preliminary injunction enjoining the enforcement of the nondiscrimination rules pending the outcome of the litigation.

U.S. Liability Shift Litigation

In March 2016, a proposed U.S. merchant class action complaint was filed in federal court in California alleging that Mastercard, Visa, American Express and Discover (the "Network Defendants"), EMVCo, and a number of issuing banks (the "Bank Defendants") engaged in a conspiracy to shift fraud liability for card present transactions from issuing banks to merchants not yet in compliance with the standards for EMV chip cards in the United States (the "EMV Liability Shift"), in violation of the Sherman Act and California law. Plaintiffs allege damages equal to the value of all chargebacks for which class members became liable as a result of the EMV Liability Shift on October 1, 2015. The plaintiffs seek treble damages, attorney's fees and costs and an injunction against future violations of governing law, and the defendants have filed a motion to dismiss. In September 2016, the court denied the Network Defendants' motion to dismiss the complaint, but granted such a motion for EMVCo and the Bank Defendants. The plaintiffs have filed a motion for class certification, and oral argument on that motion is scheduled for mid-May 2017. A trial is scheduled for late 2017.

Note 12. Settlement and Other Risk Management

Mastercard's rules guarantee the settlement of many of the Mastercard, Cirrus and Maestro branded transactions between its issuers and acquirers ("settlement risk"). Settlement exposure is the outstanding settlement risk to customers under Mastercard's rules due to the difference in timing between the payment transaction date and subsequent settlement. While the term and amount of the guarantee are unlimited, the duration of settlement exposure is short term and typically limited to a few days. Gross settlement exposure is estimated using the average daily card volume during the quarter multiplied

MASTERCARD INCORPORATED

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

by the estimated number of days to settle. The Company has global risk management policies and procedures, which include risk standards, to provide a framework for managing the Company's settlement risk. Customer-reported transaction data and the transaction clearing data underlying the settlement exposure calculation may be revised in subsequent reporting periods.

In the event that Mastercard effects a payment on behalf of a failed customer, Mastercard may seek an assignment of the underlying receivables of the failed customer. Customers may be charged for the amount of any settlement loss incurred during the ordinary course activities of the Company.

The Company has global risk management policies and procedures aimed at managing the settlement exposure. These risk management procedures include interaction with the bank regulators of countries in which it operates, requiring customers to make adjustments to settlement processes, and requiring collateral from customers. As part of its policies, Mastercard requires certain customers that are not in compliance with the Company's risk standards in effect at the time of review to post collateral, typically in the form of cash, letters of credit, or guarantees. This requirement is based on management's review of the individual risk circumstances for each customer that is out of compliance. In addition to these amounts, Mastercard holds collateral to cover variability and future growth in customer programs. The Company may also hold collateral to pay merchants in the event of an acquirer failure. Although the Company is not contractually obligated under its rules to effect such payments to merchants, the Company may elect to do so to protect brand integrity. Mastercard monitors its credit risk portfolio on a regular basis and the adequacy of collateral on hand. Additionally, from time to time, the Company reviews its risk management methodology and standards. As such, the amounts of estimated settlement exposure are revised as necessary.

The Company's estimated settlement exposure from Mastercard, Cirrus and Maestro branded transactions was as follows:

	March 31, 2017	December 31, 2016
	(in millions)	
Gross settlement exposure	\$ 37,189	\$ 37,202
Collateral held for settlement exposure	(4,010)	(3,734)
Net uncollateralized settlement exposure	<u>\$ 33,179</u>	<u>\$ 33,468</u>

General economic and political conditions in countries in which Mastercard operates affect the Company's settlement risk. Many of the Company's financial institution customers have been directly and adversely impacted by political instability and uncertain economic conditions. These conditions present increased risk that the Company may have to perform under its settlement guarantee. This risk could increase if political, economic and financial market conditions deteriorate further. The Company's global risk management policies and procedures are revised and enhanced from time to time. Historically, the Company has experienced a low level of losses from financial institution failures.

Mastercard also provides guarantees to customers and certain other counterparties indemnifying them from losses stemming from failures of third parties to perform duties. This includes guarantees of Mastercard-branded travelers cheques issued, but not yet cashed of \$397 million both at March 31, 2017 and December 31, 2016, of which \$312 million both at March 31, 2017 and December 31, 2016, is mitigated by collateral arrangements. In addition, the Company enters into agreements in the ordinary course of business under which the Company agrees to indemnify third parties against damages, losses and expenses incurred in connection with legal and other proceedings arising from relationships or transactions with the Company. Certain indemnifications do not provide a stated maximum exposure. As the extent of the Company's obligations under these agreements depends entirely upon the occurrence of future events, the Company's potential future liability under these agreements is not determinable. Historically, payments made by the Company under these types of contractual arrangements have not been material.

Note 13. Foreign Exchange Risk Management

The Company monitors and manages its foreign currency exposures as part of its overall risk management program which focuses on the unpredictability of financial markets and seeks to reduce the potentially adverse effects that the volatility of these markets may have on its operating results. A principal objective of the Company's risk management strategies is to reduce significant, unanticipated earnings fluctuations that may arise from volatility in foreign currency exchange rates principally through the use of derivative instruments.

MASTERCARD INCORPORATED

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Derivatives

The Company enters into foreign currency derivative contracts to manage risk associated with anticipated receipts and disbursements which are valued based on currencies other than the functional currencies of the entity. The Company may also enter into foreign currency derivative contracts to offset possible changes in value due to foreign exchange fluctuations of earnings, assets and liabilities. The objective of these activities is to reduce the Company's exposure to gains and losses resulting from fluctuations of foreign currencies against its functional currencies.

As of March 31, 2017 and December 31, 2016, the majority of derivative contracts to hedge foreign currency fluctuations had been entered into with customers of Mastercard. Mastercard's derivative contracts are summarized below:

	March 31, 2017		December 31, 2016	
	Notional	Estimated Fair Value	Notional	Estimated Fair Value
	(in millions)			
Commitments to purchase foreign currency	\$ 67	\$ —	\$ 37	\$ (2)
Commitments to sell foreign currency	921	(10)	777	18
Options to sell foreign currency	3	—	—	—
<i>Balance sheet location</i>				
Accounts receivable ¹		\$ 13		\$ 29
Other current liabilities ¹		(23)		(13)

¹ The derivative contracts are subject to enforceable master netting arrangements, which contain various netting and setoff provisions.

The amount of gain (loss) recognized in income for the contracts to purchase and sell foreign currency is summarized below:

	Three Months Ended March 31,	
	2017	2016
	(in millions)	
Foreign currency derivative contracts		
General and administrative	\$ (28)	\$ (44)

The fair value of the foreign currency derivative contracts generally reflects the estimated amounts that the Company would receive (or pay), on a pre-tax basis, to terminate the contracts. The terms of the foreign currency derivative contracts are generally less than 18 months. The Company had no deferred gains or losses related to foreign exchange contracts in accumulated other comprehensive income as of March 31, 2017 and December 31, 2016, as these contracts were not accounted for under hedge accounting.

The Company's derivative financial instruments are subject to both market and counterparty credit risk. Market risk is the risk of loss due to the potential change in an instrument's value caused by fluctuations in foreign currency exchange rates, interest rates and other related variables. The effect of a hypothetical 10% adverse change in foreign currency forward rates could result in a fair value loss of approximately \$96 million on the Company's foreign currency derivative contracts outstanding at March 31, 2017. Counterparty credit risk is the risk of loss due to failure of the counterparty to perform its obligations in accordance with contractual terms. To mitigate counterparty credit risk, the Company enters into derivative contracts with a diversified group of selected financial institutions based upon their credit ratings and other factors. Generally, the Company does not obtain collateral related to derivatives because of the high credit ratings of the counterparties.

Net investment hedge

The Company uses foreign currency denominated debt to hedge a portion of its net investment in foreign operations against adverse movements in exchange rates, with changes in the value of the debt recorded within currency translation adjustment in accumulated other comprehensive income (loss). During the fourth quarter of 2015, the Company designated its €1.65 billion euro-denominated debt as a net investment hedge for a portion of its net investment in European foreign operations.

MASTERCARD INCORPORATED

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

As of March 31, 2017, the Company had a net foreign currency transaction pre-tax loss of \$14 million in accumulated other comprehensive income (loss) associated with hedging activity. There was no ineffectiveness in the current period.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following supplements management's discussion and analysis of Mastercard Incorporated for the year ended December 31, 2016 as contained in the Company's Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission on February 15, 2017. It also should be read in conjunction with the consolidated financial statements and notes of Mastercard Incorporated and its consolidated subsidiaries, including Mastercard International Incorporated (together, "Mastercard" or the "Company"), included elsewhere in this Report. Percentage changes provided throughout "Management's Discussion and Analysis of Financial Condition and Results of Operations" were calculated on amounts rounded to the nearest thousand.

Business Overview

Mastercard is a technology company in the global payments industry that connects consumers, financial institutions, merchants, governments and businesses worldwide, enabling them to use electronic forms of payment instead of cash and checks. As the operator of what we believe is the world's fastest payments network, we facilitate the switching (authorization, clearing and settlement) of payment transactions and deliver related products and services. We make payments easier and more efficient by creating a wide range of payment solutions and services using our family of well-known brands, including Mastercard®, Maestro® and Cirrus®. We also provide value-added offerings such as safety and security products, information services and consulting, issuer and acquirer processing and loyalty and reward programs. Our network is designed to ensure safety and security for the global payments system.

A typical transaction on our network involves four participants in addition to us: cardholder (an individual who holds a card or uses another device enabled for payment), merchant, issuer (the cardholder's financial institution) and acquirer (the merchant's financial institution). We do not issue cards, extend credit, determine or receive revenue from interest rates or other fees charged to cardholders by issuers, or establish the rates charged by acquirers in connection with merchants' acceptance of our branded cards. In most cases, cardholder relationships belong to, and are managed by, our financial institution customers.

We generate revenue by charging fees to issuers, acquirers and other stakeholders for providing transaction processing and other payment-related products and services, as well as by assessing these customers based primarily on the dollar volume of activity, or gross dollar volume ("GDV"), on the cards and other devices that carry our brands.

Our Strategy

Our ability to grow our business is influenced by personal consumption expenditure growth, driving cash and check transactions toward electronic forms of payment, increasing our share in electronic payments and providing value-added products and services. We achieve our strategy by growing, diversifying and building our business.

Grow. We focus on growing our core businesses globally, including growing our consumer credit, debit, prepaid and commercial products and solutions, increasing the number of payment transactions we switch.

Diversify. We look to diversify our business and capabilities by focusing on:

- diversifying our customer base in new and existing markets by working with partners such as governments, merchants, technology companies (such as digital players and mobile providers) and other businesses
- encouraging use of our products and solutions in areas that provide new opportunities for electronic payments, such as transit, business-to-person transfers, business-to-business transfers and person-to-person transfers
- capturing more payment flows by adding automated clearing house (ACH) payments to our core card-based business via our recent acquisition of VocaLink Holdings Limited
- driving acceptance at merchants of all sizes
- broadening financial inclusion for the unbanked and underbanked

Build. We build our business by:

- taking advantage of the opportunities presented by the evolving ways consumers interact and transact in the growing digital economy
- providing value-added services across safety and security, consulting, data analytics and loyalty

We grow, diversify and build our business through a combination of organic growth and strategic investments, including acquisitions.

Strategic Partners. We work with a variety of stakeholders. We provide financial institutions with solutions to help them increase revenue by driving preference for Mastercard-branded products. We help merchants by delivering data-driven insights and other services that help them grow and create simple and secure purchase experiences regardless of how and where their consumers shop. We partner with technology companies such as digital players and mobile providers to deliver digital payment solutions powered by our technology, expertise and security protocols. We help national and local governments drive increased financial inclusion and efficiency, reduce costs, increase transparency to reduce crime and corruption and advance social programs. For consumers, we provide better, safer and more convenient ways to pay.

Business Environment

We process transactions from more than 210 countries and territories and in more than 150 currencies. Net revenue generated in the United States was 37% and 39% of total net revenue for the three months ended March 31, 2017 and 2016, respectively. No individual country, other than the United States, generated more than 10% of total net revenue in each period, but differences in market growth, economic health and foreign exchange fluctuations in certain countries can have an impact on the proportion of revenue generated outside the United States over time. While the global nature of our business helps protect our operating results from adverse economic conditions in a single or a few countries, the significant concentration of our revenue generated in the United States makes our business particularly susceptible to adverse economic conditions in the United States.

The competitive and evolving nature of the global payments industry provides both challenges to and opportunities for the continued growth of our business. Adverse economic trends (including distress in financial markets, turmoil in specific economies around the world and additional government intervention) have impacted the environment in which we operate. Certain of our customers, merchants that accept our brands and cardholders who use our brands, have been directly impacted by these adverse economic conditions.

Mastercard's financial results may be negatively impacted by actions taken by individual financial institutions or by governmental or regulatory bodies. In addition, political instability or a decline in economic conditions in the countries in which we operate may accelerate the timing of or increase the impact of risks to our financial performance. As a result, our revenue or results of operations may be negatively impacted. We continue to monitor political and economic conditions around the world to identify opportunities for the continued growth of our business and to evaluate the evolution of the global payments industry. Notwithstanding recent encouraging trends, the extent and pace of economic recovery in various regions remains uncertain and the overall business environment may present challenges for us to grow our business.

For a full discussion of the various legal, regulatory and business risks that could impact our financial results, see "Risk Factors" in Part I, Item 1A of the Company's Annual Report on Form 10-K for the year ended December 31, 2016.

Financial Results Overview

The following table provides a summary of our operating results:

	Three Months Ended March 31,		Increase/ (Decrease)
	2017	2016	
	(\$ in millions, except per share data)		
Net revenue	\$ 2,734	\$ 2,446	12%
Operating expenses	\$ 1,228	\$ 1,098	12%
Operating income	\$ 1,506	\$ 1,348	12%
Operating margin	55.1%	55.1%	- ppt
Income tax expense	\$ 397	\$ 378	5%
Effective income tax rate	26.9%	28.3%	(1.4) ppt
Net income	\$ 1,081	\$ 959	13%
Diluted earnings per share	\$ 1.00	\$ 0.86	16%
Diluted weighted-average shares outstanding	1,082	1,112	(3)%

Summary of Non-GAAP Results ¹:

	Three Months Ended March 31,		Increase/(Decrease)	
	2017	2016	As adjusted	Currency-neutral
	(\$ in millions, except per share data)			
Net revenue	\$ 2,734	\$ 2,446	12%	12%
Adjusted operating expenses	\$ 1,213	\$ 1,098	11%	11%
Adjusted operating margin	55.6%	55.1%	0.5 ppt	0.3 ppt
Adjusted effective income tax rate	26.9%	28.3%	(1.4) ppt	(1.4) ppt
Adjusted net income	\$ 1,091	\$ 959	14%	13%
Adjusted diluted earnings per share	\$ 1.01	\$ 0.86	17%	17%

¹ The Summary of Non-GAAP Results excludes the impact of the Special Item. See "Non-GAAP Financial Information" for further information on the Special Item, the impact of foreign currency and the reconciliation to GAAP reported amounts.

We recorded net income of \$1.1 billion, or \$1.00 per diluted share, for the three months ended March 31, 2017 versus net income of \$1.0 billion, or \$0.86 per diluted share, in the comparable period in 2016. For the three months ended March 31, 2017, net income and diluted earnings per share increased 13% and 16%, respectively, versus the comparable period in 2016.

Excluding the impact of the Special Item (see "Non-GAAP Financial Information" for further information on the Special Item, the impact of foreign currency and the reconciliation to GAAP reported amounts), adjusted net income increased 14%, or 13% on a currency-neutral basis, for the three months ended March 31, 2017, versus the comparable period in 2016. In addition, for the three months ended March 31, 2017, adjusted diluted earnings per share increased 17% both as adjusted and on a currency-neutral basis, versus the comparable period in 2016.

Key highlights for the three months ended March 31, 2017 were as follows:

- Net revenue increased 12% both as reported and on a currency-neutral basis, versus the comparable period in 2016, primarily driven by increases across our revenue categories, partially offset by higher rebates and incentives. Switched transactions increased 17%, gross dollar volume increased 8%, on a local currency basis and adjusted for the impact of the EU regulation change, and cross-border volume increased 13%, versus the comparable period in 2016.
- Operating expenses increased 12% versus the comparable period in 2016. Excluding the impact of the Special Item, adjusted operating expenses increased 11%, both as adjusted and on a currency-neutral basis, versus the comparable period in 2016. The increase was primarily due to higher personnel costs and timing of marketing spend.
- The effective income tax rate decreased 1.4 percentage point to 26.9% for the three months ended March 31, 2017 versus 28.3% for the comparable period in 2016, due to a more favorable geographical mix of taxable earnings and the adoption of the new accounting guidance related to share-based payments in 2017, partially offset by a lower U.S. foreign tax credit benefit associated with the repatriation of current year foreign earnings.

Other financial highlights for the three months ended March 31, 2017 were as follows:

- We generated net cash flows from operations of \$0.7 billion compared to \$1.1 billion for the comparable period in 2016.
- We repurchased 8.8 million shares and paid dividends of \$238 million.

Non-GAAP Financial Information

Non-GAAP financial information is defined as a numerical measure of a company's performance that excludes or includes amounts so as to be different than the most comparable measure calculated and presented in accordance with accounting principles generally accepted in the United States ("GAAP"). These non-GAAP financial measures exclude the impact of a special item ("Special Item") for a provision for litigation of \$15 million (\$10 million after tax, or \$0.01 per diluted share), which was recorded in the first quarter of 2017, relating to a proposed settlement for Canadian merchant litigation (the "Canadian Merchant Litigation Provision"). See Note 11 (Legal and Regulatory Proceedings) to the consolidated financial statements included in Part I, Item I of this Report for further discussion. Mastercard excluded the Canadian Merchant Litigation Provision because our management monitors litigation judgments and settlements related to interchange and regulation separately from ongoing operations and evaluates ongoing performance without these amounts.

In addition, Mastercard presents growth rates adjusted for the impact of foreign currency, which is a non-GAAP financial measure. We present currency-neutral growth rates, which are calculated by remeasuring the prior period's results using the current period's exchange rates for both the translational and transactional impacts on operating results. The impact of foreign currency translation represents the effect of translating operating results where the functional currency is different than our U.S. dollar reporting currency. The impact of the transactional foreign currency represents the effect of converting revenue and expenses occurring in a currency other than the functional currency. Our management believes the presentation of the impact of foreign currency provides relevant information.

Mastercard's management believes that the non-GAAP financial measures presented facilitate an understanding of our operating performance and provide a meaningful comparison of our results between periods. Our management uses non-GAAP financial measures to, among other things, evaluate our ongoing operations in relation to historical results, for internal planning and forecasting purposes and in the calculation of performance-based compensation. The presentation of non-GAAP financial measures should not be considered in isolation or as a substitute for the our related financial results prepared in accordance with GAAP.

Net revenue, operating expenses, operating margin, effective income tax rate, net income and diluted earnings per share adjusted for the Special Item and/or the impact of foreign currency are non-GAAP financial measures and should not be relied upon as substitutes for measures calculated in accordance with GAAP. The following tables reconcile our as-reported financial measures calculated in accordance with GAAP to the respective non-GAAP adjusted financial measures.

Three Months Ended March 31, 2017					
	Operating expenses	Operating margin	Effective income tax rate	Net income	Diluted earnings per share
(\$ in millions, except per share data)					
Reported - GAAP	\$ 1,228	55.1%	26.9%	\$ 1,081	\$ 1.00
Special Item	(15)	0.5%	—%	10	0.01
Non-GAAP	\$ 1,213	55.6%	26.9%	\$ 1,091	\$ 1.01

Three Months Ended March 31, 2017 as Compared to the Three Months Ended March 31, 2016						
	Increase/(Decrease)					
	Net revenue	Operating expenses	Operating margin	Effective income tax rate	Net income	Diluted earnings per share
Reported - GAAP	12 %	12 %	- ppt	(1.4) ppt	13%	16%
Special Item	— %	(1)%	0.5 ppt	— ppt	1%	1%
Non-GAAP	12 %	11 %	0.5 ppt	(1.4) ppt	14%	17%
Foreign currency ¹	— %	— %	(0.2) ppt	— ppt	—%	—%
Non-GAAP - currency-neutral	12 %	11 %	0.3 ppt	(1.4) ppt	13%	17%

Note: Table may not sum due to rounding.

¹ Represents the foreign currency translational and transactional impact.

Impact of Foreign Currency Rates

Our overall operating results are impacted by foreign currency translation, which represents the effect of translating operating results where the functional currency is different than our U.S. dollar reporting currency.

Our operating results can also be impacted by transactional foreign currency. The impact of the transactional foreign currency represents the effect of converting revenue and expense transactions occurring in a currency other than the functional currency. Changes in foreign currency exchange rates directly impact the calculation of gross dollar volume ("GDV") and gross euro volume ("GEV"), which are used in the calculation of our domestic assessments, cross-border volume fees and volume-related rebates and incentives. In most non-European regions, GDV is calculated based on local currency spending volume converted to U.S. dollars using average exchange rates for the period. In Europe, GEV is calculated based on local currency spending volume converted to euros using average exchange rates for the period. As a result, our domestic assessments, cross-border volume fees and volume-related rebates and incentives are impacted by the strengthening or weakening of the U.S. dollar versus non-European local currencies and the strengthening or weakening of the euro versus other European local currencies. For example, our billing in Australia is in the U.S. dollar, however, consumer spend in Australia is in the Australian dollar. The foreign currency transactional impact of converting Australian dollars to our U.S. dollar billing currency will have an impact on the revenue generated. The strengthening or weakening of the U.S. dollar is evident when GDV growth on a U.S. dollar-converted basis is compared to GDV growth on a local currency basis. For the three months ended March 31, 2017, GDV on a U.S. dollar-converted basis increased 3%, while GDV on a local currency basis increased 5%, versus the comparable period in 2016. Further, the impact from transactional foreign currency occurs in transaction processing revenue, other revenue and operating expenses when the local currency of these items are different than the functional currency.

In addition, we incur foreign currency gains and losses from remeasuring monetary assets and liabilities that are in a currency other than the functional currency and from remeasuring foreign exchange derivative contracts ("Foreign Exchange Activity"). The impact of Foreign Exchange Activity has not been eliminated in our currency-neutral results (see "Non-GAAP Financial Information") and is recorded in general and administrative expenses. We attempt to manage foreign currency balance sheet remeasurement and cash flow risk through its foreign exchange risk management activities, which are

discussed further in Note 13 (Foreign Exchange Risk Management) to the consolidated financial statements included in Part I, Item 1 of this Report. Since we do not designate foreign currency derivatives as hedging instruments pursuant to the accounting standards for derivative instruments and hedging activities, we record gains and losses on foreign exchange derivatives on a current basis, with the associated offset being recognized as the exposures materialize.

We generate revenue and have financial assets in countries at risk for currency devaluation. While these revenues and financial assets are not material to Mastercard on a consolidated basis, they could be negatively impacted if a devaluation of local currencies occurs relative to the U.S. dollar.

Financial Results

Revenue

Revenue Description

Our business model involves four participants in addition to us: cardholders, merchants, issuers (the cardholders' financial institutions) and acquirers (the merchants' financial institutions). Our gross revenue is generated by assessing our customers based primarily on the dollar volume of activity on the cards and other devices that carry our brands and from the fees that we charge our customers for providing transaction processing and other payment-related products and services. Our revenue is based upon transactional information accumulated by our systems or reported by our customers. Our primary revenue billing currencies are the U.S. dollar, euro and Brazilian real.

The price structure for our products and services is complex and is dependent on the nature of volumes, types of transactions and type of products and services we offer to our customers. Our net revenue can be significantly impacted by the following:

- domestic or cross-border transactions
- signature-based or PIN-based transactions
- geographic region or country in which the transaction occurs
- volumes/transactions subject to tiered rates
- processed or not processed by Mastercard
- amount of usage of our other products or services
- amount of rebates and incentives provided to customers

We classify our net revenue into the following five categories:

1. **Domestic assessments** are fees charged to issuers and acquirers based primarily on the dollar volume of activity on cards and other devices that carry our brands where the merchant country and the issuer country are the same. Domestic assessments include items such as card assessments, which are fees charged on the number of cards issued or assessments for specific purposes, such as acceptance development or market development programs.
2. **Cross-border volume fees** are charged to issuers and acquirers based on the dollar volume of activity on cards and other devices that carry our brands where the merchant country and the issuer country are different. In general, a cross-border transaction generates higher revenue than a domestic transaction since cross-border fees are higher than domestic fees, and may include fees for currency conversion.
3. **Transaction processing** revenue is earned for both domestic and cross-border transactions and is primarily based on the number of transactions. Transaction processing includes the following:
 - *Switched transactions* include the following products and services:
 - *Authorization* is the process by which a transaction is routed to the issuer for approval. In certain circumstances, such as when the issuer's systems are unavailable or cannot be contacted, Mastercard or others, on behalf of the issuer approve in accordance with either the issuer's instructions or applicable rules (also known as "stand-in").

- *Clearing* is the determination and exchange of financial transaction information between issuers and acquirers after a transaction has been successfully conducted at the point of interaction. We clear transactions among customers through our central and regional processing systems.
 - *Settlement* is facilitating the exchange of funds between parties.
 - *Connectivity fees* are charged to issuers and acquirers for network access, equipment and the transmission of authorization and settlement messages. These fees are based on the size of the data being transmitted and the number of connections to our network.
 - *Other Processing fees* include issuer and acquirer processing solutions; payment gateways for e-commerce merchants; and mobile gateways for mobile initiated transactions.
4. **Other revenues:** Other revenues consist of other payment-related products and services and are primarily associated with the following:
- *Consulting, data analytic and research fees* are primarily generated by Mastercard Advisors, our professional advisory services group.
 - *Safety and security services fees* are for products and services we offer to prevent, detect and respond to fraud and to ensure the safety of transactions made on Mastercard products. We work with issuers, merchants and governments to help deploy standards for safe and secure transactions for the global payments system.
 - *Loyalty and rewards solutions fees* are charged to issuers for benefits provided directly to consumers with Mastercard-branded cards, such as access to a global airline lounge network, global and local concierge services, individual insurance coverages, emergency card replacement, emergency cash advance services and a 24-hour cardholder service center. For merchants, we provide targeted offers and rewards campaigns and management services for publishing offers, as well as opportunities for holders of co-brand or loyalty cards and rewards program members to obtain rewards points faster.
 - *Program management services* provided to prepaid card issuers consist of foreign exchange margin, commissions, load fees and ATM withdrawal fees paid by cardholders on the sale and encashment of prepaid cards.
 - We also charge for a variety of other payment-related products and services, including account and transaction enhancement services, rules compliance and publications.
5. **Rebates and incentives (contra-revenue):** Rebates and incentives are provided to certain Mastercard customers and are recorded as contra-revenue.

Revenue Analysis

In the three months ended March 31, 2017, gross revenue increased 15%, both as reported and on a currency-neutral basis, versus the comparable period in 2016. Gross revenue growth in the three months ended March 31, 2017 was driven by an increase in transactions, dollar volume of activity on cards carrying our brands, and other payment-related products and services.

Rebates and incentives, in the three months ended March 31, 2017, increased 23% both as reported and on a currency-neutral basis, versus the comparable period in 2016, primarily due to the impact from new and renewed agreements and increased volumes.

Our net revenue for the three months ended March 31, 2017, increased 12% both as reported and on a currency-neutral basis, versus the comparable period in 2016.

The following table provides a summary of the trend in volume and transaction growth.

	Three Months Ended March 31,			
	2017		2016	
	Growth (USD)	Growth (Local)	Growth (USD)	Growth (Local)
Mastercard-branded GDV ¹	3 %	5%	7 %	13%
Asia Pacific/Middle East/Africa	6 %	8%	6 %	13%
Canada	17 %	12%	(2)%	9%
Europe	(2)%	1%	11 %	18%
Latin America	17 %	15%	(8)%	15%
United States	2 %	2%	10 %	10%
Cross-border Volume ¹	10 %	13%	6 %	12%
Switched Transactions		17%		14%

¹ Excludes volume generated by Maestro and Cirrus cards.

In 2016, our GDV was impacted by the EU Interchange Fee Regulation related to card payments, which became effective in June 2016. The regulation requires that we no longer collect fees on domestic European Economic Area payment transactions that do not use our network brand. Prior to that, we collected a de minimis assessment fee in a few countries, particularly France, on transactions with Mastercard co-badged cards if the brands of domestic networks (as opposed to Mastercard) were used. As a result, the non-Mastercard co-badged volume is no longer being included.

The following table reflects GDV growth rates for Europe and Worldwide Mastercard. For comparability purposes, we adjusted growth rates for the impact of Article 8 of the EU Interchange Fee Regulation related to card payments, to exclude the prior period co-badged volume processed by other networks.

	Three Months Ended March 31,	
	2017	2016
	Growth (Local)	
GDV ¹		
Worldwide as reported	5%	13%
Worldwide as adjusted for EU Regulation	8%	14%
Europe as reported	1%	18%
Europe as adjusted for EU Regulation	14%	20%

¹ Excludes volume generated by Maestro and Cirrus cards.

A significant portion of our revenue is concentrated among our five largest customers. The loss of any of these customers or their significant card programs could adversely impact our revenue. In addition, as part of our business strategy, Mastercard, among other efforts, enters into business agreements with customers. These agreements can be terminated in a variety of circumstances. See our risk factor in "Risk Factor - Business Risks" in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2016.

The significant components of our net revenue for the three months ended March 31, 2017 and 2016 were as follows:

	Three Months Ended March 31,		Increase (Decrease)
	2017	2016	
	(\$ in millions)		
Domestic assessments	\$ 1,189	\$ 1,027	16%
Cross-border volume fees	916	796	15%
Transaction processing	1,347	1,165	16%
Other revenues	561	497	13%
Gross revenue	4,013	3,485	15%
Rebates and incentives (contra-revenue)	(1,279)	(1,039)	23%
Net revenue	<u>\$ 2,734</u>	<u>\$ 2,446</u>	12%

The following table summarizes the primary drivers of net revenue growth in the three months ended March 31, 2017, versus the comparable period in 2016:

	Three Months Ended March 31, 2017			
	Volume	Foreign Currency	Other ¹	Total
Domestic assessments	7%	1 %	8% ²	16%
Cross-border volume fees	12%	(2)%	5%	15%
Transaction processing	15%	— %	1%	16%
Other revenues	**	1 %	12% ³	13%
Rebates and incentives (contra-revenue)	8%	— %	15% ⁴	23%
Net revenue	10%	— %	2%	12%

Note: Table may not sum due to rounding.

** Not applicable.

¹ Includes impact from pricing and other non-volume based fees.

² Includes impact of the allocation of revenue to service deliverables, which are recorded in other revenue when services are performed.

³ Includes impacts from Advisor fees, safety and security fees, loyalty and reward solution fees and other payment-related products and services.

⁴ Includes the impact from timing of new, renewed and expired agreements.

Operating Expenses

Our operating expenses are comprised of general and administrative, advertising and marketing, depreciation and amortization expenses and provision for litigation settlement. Operating expenses increased 12% for the three months ended March 31, 2017, versus the comparable period in 2016. Excluding the impact of the Special Item, adjusted operating expenses increased 11% both as adjusted and on a currency-neutral basis, for the three months ended March 31, 2017, versus the comparable period in 2016. The increase was primarily due to higher personnel costs and timing of marketing spend.

The components of operating expenses for the three months ended March 31, 2017 and 2016 were as follows:

	Three Months Ended March 31,		Increase (Decrease)
	2017	2016	
	(\$ in millions)		
General and administrative	\$ 951	\$ 868	10%
Advertising and marketing	170	135	25%
Depreciation and amortization	92	95	(2)%
Provision for litigation settlement	15	—	**
Total operating expenses	1,228	1,098	12%
Special Item ¹	(15)	—	**
Adjusted total operating expenses (excluding Special Item ¹)	\$ 1,213	\$ 1,098	11%

** Not meaningful.

¹ See "Non-GAAP Financial Information" for further information on the Special Item.

The following table summarizes the primary drivers of changes in operating expenses in the three months ended March 31, 2017 versus the comparable period in 2016:

	Three Months Ended March 31, 2017			
	Operational	Special Item ¹	Foreign Currency	Total
General and administrative	10 %	—%	— %	10 %
Advertising and marketing	27 %	—%	(1)%	25 %
Depreciation and amortization	(1)%	—%	(1)%	(2)%
Provision for litigation settlement	**	**	**	**
Total operating expenses	11 %	1%	— %	12 %

Note: Table may not sum due to rounding.

** Not meaningful.

¹ See "Non-GAAP Financial Information" for further information on the Special Item.

General and Administrative

The significant components of our general and administrative expenses were as follows:

	Three Months Ended March 31,		Increase (Decrease)
	2017	2016	
	(\$ in millions)		
Personnel	\$ 594	\$ 520	14%
Professional fees	61	64	(4)%
Data processing and telecommunications	110	97	14%
Foreign exchange activity	37	40	**
Other	149	147	1%
General and administrative expenses	<u>\$ 951</u>	<u>\$ 868</u>	10%

Note: Table may not sum due to rounding.

** Not meaningful.

The primary drivers of changes in general and administrative expenses for three months ended March 31, 2017 versus the comparable period in 2016 were:

- Personnel expenses increased 14%, or 15% on a currency-neutral basis, for the three months ended March 31, 2017, versus the comparable period in 2016. The increase was driven by a higher number of employees to support our continued investment in the areas of digital, geographic expansion, Advisors consulting and data analytics.
- Data processing and telecommunication expense consists of expenses to support our global payments network infrastructure, expenses to operate and maintain our computer systems and other telecommunication systems. The increase is due to capacity growth of our business and higher third-party processing costs.
- Foreign exchange activity includes gains and losses on foreign exchange derivative contracts and the impact of remeasurement of assets and liabilities denominated in foreign currencies. See Note 13 (Foreign Exchange Risk Management) to the consolidated financial statements included in Part I, Item 1 for further discussion. There were no significant changes in the foreign exchange activity for the three months ended March 31, 2017, versus the comparable period in 2016.
- Other expenses include costs to provide loyalty and rewards solutions, travel and meeting expenses and rental expense for our facilities. Other expenses for the three months ended March 31, 2017, were relatively flat versus the comparable period in 2016.

Advertising and Marketing

Our brands, principally Mastercard, are valuable strategic assets that drive acceptance and usage of our products and facilitate our ability to successfully introduce new service offerings and access new markets globally. Our advertising and marketing strategy is to increase global Mastercard brand awareness, preference and usage through integrated advertising, sponsorship, promotions, interactive media and public relations programs on a global scale. We will continue to invest in marketing programs at the regional and local levels and sponsor diverse events aimed at multiple target audiences. Advertising and marketing expenses increased 25%, or 27% on a currency-neutral basis, for the three months ended March 31, 2017, versus the comparable period in 2016, mainly due to timing of marketing spend.

Depreciation and Amortization

Depreciation and amortization expenses decreased 2%, or 1% on a currency-neutral basis, for the three months ended March 31, 2017, versus the comparable period in 2016, primarily due to lower amortization from certain intangibles becoming fully amortized, partially offset by higher depreciation from capital investments.

Provision for Litigation Settlement

During the three months ended March 31, 2017, we recorded a provision for litigation of \$15 million related to a proposed settlement for Canadian merchant litigation (the "Canadian Merchant Litigation Provision"). See Note 11 (Legal and Regulatory Proceedings) to the consolidated financial statements included in Part I, Item 1 of this Report for further discussion.

Other Income (Expense)

Other income (expense) is comprised primarily of investment income, interest expense, our share of income (losses) from equity method investments and other gains and losses. Total other income (expense) increased \$17 million for the three months ended March 31, 2017, versus the comparable period in 2016, primarily due to higher interest expense related to our debt issuance in November 2016, partially offset by higher investment income.

Income Taxes

The effective income tax rates were 26.9% and 28.3% for the three months ended March 31, 2017 and 2016, respectively. For the three months ended March 31, 2017, the effective tax rate was lower than the comparable period in 2016, due to a more favorable geographical mix of taxable earnings and the adoption of the new accounting guidance related to share-based payments in 2017, partially offset by a lower U.S. foreign tax credit benefit associated with the repatriation of current year foreign earnings.

Liquidity and Capital Resources

We need liquidity and access to capital to fund our global operations, credit and settlement exposure, capital expenditures, investments in our business and current and potential obligations. We generate the cash required to meet these needs through operations. The following table summarizes the cash, cash equivalents, investments and credit available to us at March 31, 2017 and December 31, 2016:

	March 31, 2017	December 31, 2016
	(in billions)	
Cash, cash equivalents and investments ¹	\$ 7.7	\$ 8.3
Unused line of credit	3.8	3.8

¹Investments include available-for-sale securities and short-term held-to-maturity securities. Both at March 31, 2017 and December 31, 2016, this amount excludes restricted cash related to the U.S. merchant class litigation settlement of \$543 million. This amount also excludes restricted security deposits held for customers of \$984 million and \$991 million at March 31, 2017 and December 31, 2016, respectively.

Cash, cash equivalents and investments held by our foreign subsidiaries (i.e., any entities where earnings would be subject to U.S. tax upon repatriation) was \$4.0 billion and \$3.8 billion at March 31, 2017 and December 31, 2016, respectively, or 52% and 45% as of such dates. It is our present intention to indefinitely reinvest historic undistributed accumulated earnings associated with our foreign subsidiaries outside of the United States (as disclosed in Note 17 (Income Taxes) to the consolidated financial statements included in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2016), and our current plans do not require repatriation of these earnings. If these earnings are needed for U.S. operations or can no longer be indefinitely reinvested outside of the United States, we would be required to record a liability for such U.S. taxes for the historic undistributed accumulated earnings at that time. Such taxes would be due upon repatriation of such earnings to the United States.

Our liquidity and access to capital could be negatively impacted by global credit market conditions. We guarantee the settlement of many Mastercard, Cirrus and Maestro-branded transactions between our issuers and acquirers. See Note 12 (Settlement and Other Risk Management) to the consolidated financial statements in Part I, Item 1 of this Report for further information of these guarantees. Historically, payments under these guarantees have not been significant; however, historical trends may not be an indication of the future. The risk of loss on these guarantees is specific to individual customers, but may also be driven significantly by regional or global economic conditions, including, but not limited to the health of the financial institutions in a country or region.

Our liquidity and access to capital could also be negatively impacted by the outcome of any of the legal or regulatory proceedings to which we are a party. For additional discussion of these and other risks facing our business, see Part I, Item 1A - Risk Factors of our Annual Report on Form 10-K for the year ended December 31, 2016; Note 11 (Legal and Regulatory Proceedings) to the consolidated financial statements included in Part I, Item 1 of this Report; and "Business Environment" within this section of this Report.

Cash Flow

The table below shows a summary of the cash flows from operating, investing and financing activities for the three months ended March 31, 2017 and 2016:

	Three Months Ended March 31,	
	2017	2016
	(in millions)	
Cash Flow Data:		
Net cash provided by operating activities	\$ 745	\$ 1,058
Net cash used in investing activities	(246)	(385)
Net cash used in financing activities	(1,237)	(1,595)

Net cash provided by operating activities decreased \$313 million for the three months ended March 31, 2017, versus the comparable period in 2016, primarily due to higher customer incentive payments and timing of settlement activity, partially offset by higher net income adjusted for non-cash items.

Net cash used in investing activities decreased by \$139 million for the three months ended March 31, 2017, versus the comparable period in 2016, primarily due to lower net purchases of investment securities.

Net cash used in financing activities decreased by \$358 million for the three months ended March 31, 2017, versus the comparable period in 2016, due to lower repurchases of our Class A common stock in the current year, partially offset by higher dividends.

The table below shows a summary of select balance sheet data at March 31, 2017 and December 31, 2016:

	March 31, 2017	December 31, 2016
	(in millions)	
Balance Sheet Data:		
Current assets	\$ 12,885	\$ 13,228
Current liabilities	7,095	7,206
Long-term liabilities	5,837	5,785
Equity	5,638	5,684

We believe that our existing cash, cash equivalents and investment securities balances, our cash flow generating capabilities, our borrowing capacity and our access to capital resources are sufficient to satisfy our future operating cash needs, capital asset purchases, outstanding commitments and other liquidity requirements associated with our existing operations and potential obligations.

Debt and Credit Availability

Our long-term debt was \$5.2 billion at both March 31, 2017 and December 31, 2016, with the earliest maturity of principal occurring in 2019.

We have a commercial paper program (the "Commercial Paper Program"), under which we are authorized to issue up to \$3.75 billion in outstanding notes, with maturities up to 397 days from the date of issuance. In conjunction with the Commercial Paper Program, we have entered into a committed unsecured \$3.75 billion revolving credit facility (the "Credit Facility") which expires in October 2021. We were in compliance in all material respects with the covenants of the Credit Facility as of March 31, 2017 and December 31, 2016. The majority of Credit Facility lenders are our customers or their affiliates.

Borrowings under the Commercial Paper Program and the Credit Facility are to provide liquidity for general corporate purposes, including providing liquidity in the event of one or more settlement failures by our customers. In addition, we may

borrow and repay amounts under these facilities for business continuity purposes. We had no borrowings outstanding under the Credit Facility or the Commercial Paper Program at March 31, 2017 and December 31, 2016.

See Note 12 (Debt) to the consolidated financial statements included in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2016 for further discussion of long-term debt, the Commercial Paper Program and the Credit Facility.

Dividends and Share Repurchases

We have historically paid quarterly dividends on our outstanding Class A common stock and Class B common stock. Subject to legally available funds, we intend to continue to pay a quarterly cash dividend. However, the declaration and payment of future dividends is at the sole discretion of our Board of Directors after taking into account various factors, including our financial condition, operating results, available cash and current and anticipated cash needs.

Aggregate payments for quarterly dividends totaled \$238 million and \$212 million for the three months ended March 31, 2017 and 2016, respectively.

On December 6, 2016, our Board of Directors declared a quarterly cash dividend of \$0.22 per share paid on February 9, 2017 to holders of record on January 9, 2017 of our Class A common stock and Class B common stock. The aggregate amount of this dividend was \$238 million.

On February 7, 2017, our Board of Directors declared a quarterly cash dividend of \$0.22 per share payable on May 9, 2017 to holders of record on April 7, 2017 of our Class A common stock and Class B common stock. The aggregate amount of this dividend will be \$236 million.

Repurchased shares of our common stock are considered treasury stock. The timing and actual number of additional shares repurchased will depend on a variety of factors, including the operating needs of the business, legal requirements, price and economic and market conditions. In December 2016, our Board of Directors approved a share repurchase program authorizing us to repurchase up to \$4 billion of its Class A common stock. This program will become effective after completion of the share repurchase program authorized in December 2015.

The following table summarizes our share repurchase authorizations of our Class A common stock through March 31, 2017, as well as historical purchases:

	Authorization Dates		
	December 2016	December 2015	Total
	(in millions, except average price data)		
Board authorization	\$ 4,000	\$ 4,000	\$ 8,000
Remaining authorization at December 31, 2016	\$ 4,000	\$ 996	\$ 4,996
Dollar value of shares repurchased during the three months ended March 31, 2017	\$ —	\$ 962	\$ 962
Remaining authorization at March 31, 2017	\$ 4,000	\$ 34	\$ 4,034
Shares repurchased during the three months ended March 31, 2017	—	8.8	8.8
Average price paid per share during the three months ended March 31, 2017	\$ —	\$ 109.06	\$ 109.06

See Note 7 (Stockholders' Equity) to the consolidated financial statements included in Part I, Item 1 of this Report for further discussion.

Off-Balance Sheet Arrangements

We have no off-balance sheet debt, other than lease arrangements and other commitments as presented in the future obligations table in Item 7 (Liquidity and Capital Resources) in Part II of our Annual Report on Form 10-K for the year ended December 31, 2016.

Recent Accounting Pronouncements

Refer to Note 1 (Summary of Significant Accounting Policies) to the consolidated financial statements included in Part I, Item 1 of this Report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk is the potential for economic losses to be incurred on market risk sensitive instruments arising from adverse changes in market factors such as interest rates, foreign currency exchange rates and equity price risk. Our exposure to market risk from changes in interest rates, foreign exchange rates and equity price risk is limited. Management establishes and oversees the implementation of policies governing our funding, investments and use of derivative financial instruments. We monitor risk exposures on an ongoing basis. The effect of a hypothetical 10% adverse change in foreign currency forward rates could result in a fair value loss of approximately \$96 million on our foreign currency derivative contracts outstanding at March 31, 2017 related to the hedging program. A 100 basis point adverse change in interest rates would not have a material impact on our investments at March 31, 2017. Our euro-denominated debt is vulnerable to changes in the euro to U.S. dollar exchange rates. We use the euro-denominated debt to hedge a portion of our net investment in foreign operations against adverse movements in exchange rates, with changes in the translated value of the debt recorded within currency translation adjustment in accumulated other comprehensive income (loss). In addition to euro-denominated debt, we have U.S. dollar-denominated debt, both of which carry a fixed interest rate and thus the fair value of our debt is subject to interest rate risk. There was no material equity price risk at March 31, 2017.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) are designed to ensure that information that is required to be disclosed in the reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission and to ensure that information required to be disclosed is accumulated and communicated to management, including our President and Chief Executive Officer and our Chief Financial Officer, to allow timely decisions regarding disclosure. The President and Chief Executive Officer and the Chief Financial Officer, with assistance from other members of management, have reviewed the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Report and, based on their evaluation, have concluded that the disclosure controls and procedures were effective as of such date.

Changes in Internal Control over Financial Reporting

There was no change in Mastercard's internal control over financial reporting that occurred during the three months ended March 31, 2017 that has materially affected, or is reasonably likely to materially affect, Mastercard's internal control over financial reporting.

Other Financial Information

With respect to the unaudited consolidated financial information of Mastercard Incorporated and its subsidiaries as of March 31, 2017 and for the three months ended March 31, 2017 and 2016, PricewaterhouseCoopers LLP reported that they have applied limited procedures in accordance with professional standards for a review of such information. However, their report dated May 2, 2017 appearing below, states that they did not audit and they do not express an opinion on that unaudited financial information. Accordingly, the degree of reliance on their report on such information should be restricted in light of the limited nature of the review procedures applied. PricewaterhouseCoopers LLP is not subject to the liability provisions of Section 11 of the Securities Act of 1933 (the "Act") for their report on the unaudited consolidated financial information because that report is not a "report" or a "part" of a registration statement prepared or certified by PricewaterhouseCoopers LLP within the meaning of Sections 7 and 11 of the Act.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders
of Mastercard Incorporated:

We have reviewed the consolidated balance sheet of Mastercard Incorporated and its subsidiaries as of March 31, 2017, and the related consolidated statements of operations and comprehensive income and of cash flows for the three-month periods ended March 31, 2017 and 2016, and the consolidated statement of changes in equity for the three-month period ended March 31, 2017, included within Part I, Item 1 of this Form 10-Q. These interim financial statements are the responsibility of the Company's management.

We conducted our review in accordance with the standards of the Public Company Accounting Oversight Board (United States). A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States), the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated interim financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

We previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheet as of December 31, 2016, and the related consolidated statements of operations, of comprehensive income, of changes in equity, and of cash flows for the year then ended (not presented herein), and in our report dated February 15, 2017, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated balance sheet information as of December 31, 2016, is fairly stated in all material respects in relation to the consolidated balance sheet from which it has been derived.

/s/ PricewaterhouseCoopers LLP

New York, New York
May 2, 2017

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Refer to Note 11 (Legal and Regulatory Proceedings) to the consolidated financial statements included in Part I, Item 1 of this Report.

ITEM 1A. RISK FACTORS

For a discussion of our risk factors, see Item 1A (Risk Factors) in Part I of our Annual Report on Form 10-K for the year ended December 31, 2016.

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

ISSUER PURCHASES OF EQUITY SECURITIES

During the first quarter of 2017, Mastercard repurchased a total of approximately 8.8 million shares for \$962 million at an average price of \$109.06 per share of Class A common stock. See Note 7 (Stockholders' Equity) to the consolidated financial statements included in Part I, Item 1 of this Report for further discussion with respect to our share repurchase programs. Our repurchase activity during the first quarter of 2017 is summarized in the following table:

Period	Total Number of Shares Purchased	Average Price Paid per Share (including commission cost)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Dollar Value of Shares that may yet be Purchased under the Plans or Programs ¹
January 1 - 31	2,690,536	\$ 107.50	2,690,536	\$ 4,706,996,793
February 1 - 28	2,919,254	\$ 107.75	2,919,254	\$ 4,392,458,402
March 1 - 31	3,214,774	\$ 111.55	3,214,774	\$ 4,033,840,643
Total	8,824,564	\$ 109.06	8,824,564	

¹ Dollar value of shares that may yet be purchased under the repurchase programs is as of the end of the period.

ITEM 5. OTHER INFORMATION

Pursuant to Section 219 of the Iran Threat Reduction and Syria Human Rights Act of 2012, we hereby incorporate by reference herein the disclosure contained in Exhibit 99.1 of this Report.

ITEM 6. EXHIBITS

Refer to the Exhibit Index included herein.

SIGNATURES

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

MASTERCARD INCORPORATED

(Registrant)

Date: May 2, 2017

By: /S/ AJAY BANGA
Ajay Banga
President and Chief Executive Officer
(Principal Executive Officer)

Date: May 2, 2017

By: /S/ MARTINA HUND-MEJEAN
Martina Hund-Mejean
Chief Financial Officer
(Principal Financial Officer)

Date: May 2, 2017

By: /S/ ANDREA FORSTER
Andrea Forster
Corporate Controller
(Principal Accounting Officer)

EXHIBIT INDEX

Exhibit Number	Exhibit Description
10.1*+	Form of Restricted Stock Unit Agreement for awards under 2006 Long Term Incentive Plan (effective for awards granted on and subsequent to March 1, 2017).
10.2*+	Form of Stock Option Agreement for awards under 2006 Long Term Incentive Plan (effective for awards granted on and subsequent to March 1, 2017).
10.3*+	Form of Performance Unit Agreement for awards under 2006 Long Term Incentive Plan (effective for awards granted on and subsequent to March 1, 2017).
10.4*+	Description of Employment Arrangement with Robert Reeg.
15*	Awareness Letter from the Company's Independent Registered Public Accounting Firm.
31.1*	Certification of Ajay Banga, President and Chief Executive Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Martina Hund-Mejean, Chief Financial Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Ajay Banga, President and Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Martina Hund-Mejean, Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.1*	Disclosure pursuant to Section 219 of the Iran Threat Reduction and Syria Human Rights Act of 2012.
101.INS*	XBRL Instance 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

+ Management contracts or compensatory plans or arrangements.

* Filed or furnished herewith.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and should not be relied upon for that purpose. In particular, any representations and warranties made by the Company in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

**FORM OF
RESTRICTED STOCK UNIT AGREEMENT
20__ GRANT
[for grants made on or after March 1, 2017]**

THIS AGREEMENT, dated as of March 1, 20__, ("Grant Date") is between Mastercard Incorporated, a Delaware Corporation ("Company"), and you (the "Employee"). Capitalized terms that are used but not defined in this Agreement have the meanings given to them in the 2006 Long Term Incentive Plan ("Plan").

WHEREAS, the Company has established the Plan, the terms of which Plan, but not the standard terms and conditions of Section 9.4, are made a part hereof;

WHEREAS, the Human Resources and Compensation Committee of the Board of Directors of the Company ("Committee") has approved this grant under the terms of the Plan;

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of Units.

Subject to the terms and conditions of this Agreement and of the Plan, the Company hereby grants to the Employee the number of Units reflected in the Employee's grant statement, the terms of which statement are incorporated as a part of this Agreement. The Units comprising this award will be recorded in an unfunded Units account in the Employee's name maintained on the books of the Company ("Account"). Each Unit represents the right to receive one share of the Company's \$0.0001 par value Class A Common Stock ("Common Shares") under the terms and conditions set forth below.

2. Vesting Schedule.

(a) Subject to (b), (c) and (d) below, the interest of the Employee in the Units shall vest on February __, 20__ (the "Vesting Date"), conditioned upon the Employee's continued employment with the Company or an Affiliated Employer as of the Vesting Date. In the event of the Employee's Termination of Employment with the Company or an Affiliated Employer for any reason other than as set forth in (b), (c) or (d), unvested Units shall be forfeited. A transfer of Employee's employment among the Company and any Affiliated Employer shall not be treated as a Termination of Employment hereunder. As a condition of the Employee's right to vest in the Units, the Employee shall be required to execute and comply with any Mastercard LTIP Non-Competition Agreement that the Company requires for the Employee to be eligible to participate in the Plan, and to execute any other documents required by the Committee pursuant to this Agreement. If the Employee has not executed and delivered to the Company any such required Mastercard LTIP Non-Competition Agreement by the date required by the Company, which will in no event be later than the Vesting Date or such earlier vesting event pursuant to (c) below, the unvested Units shall be forfeited.

(b) In the event that the Employee's employment with the Company or an Affiliated Employer terminates by reason of the Employee's death following the Grant Date, 100 percent of the Employee's then unvested Units shall vest and be payable, as set forth in section 6(b). In the event of the Employee's Termination of Employment with the Company or an Affiliated Employer due to Disability or Retirement seven months or longer after the Grant Date, unvested Units shall continue to vest as if there had been no Termination of Employment and shall be paid as set forth in section 6(a).

(c) In the event of the Employee's Termination of Employment with the Company or an Affiliated Employer, or successor thereto (within the meaning of Code section 409A), without Cause six months preceding or two years following a Change in Control, 100 percent of the Employee's then unvested Units shall vest upon the later of the Employee's termination date or the Change in Control and be payable in accordance with section 6(c).

(d) In the event of the Employee's Termination of Employment with the Company or an Affiliated Employer due to a Job Elimination, the Employee's interest in a pro-rata portion of the unvested Units shall continue to vest as if there had been no Termination of Employment and shall be paid as set forth in section 6(a), contingent upon the Employee's execution and non-revocation of a separation agreement and/or a release of all claims in a form satisfactory to the Company within a period of 75 days following the Job Elimination Date. Such pro-rata portion of the

unvested Units shall be calculated based on the ratio of (x) the number of full and partial months worked by the Employee from the Grant Date to the Job Elimination date, to (y) the total number of months in the original vesting schedule of the Units. For this purpose, a "Job Elimination" shall mean either (i) the Employee's involuntary and permanent Termination of Employment by the Company or an Affiliated Employer because of a permanent layoff, reduction in force, facility closing, reorganization, or consolidation, or (ii) the Employee's involuntary Termination of Employment with the Company or an Affiliated Employer after the Employee has been offered and declined continued employment with the Company or an Affiliated Employer in a position that is, in the Company's sole judgment, not comparable to or better than the position that the Employee previously held with the Company or an Affiliated Employer. Notwithstanding the foregoing, the Employee shall not be entitled to continued vesting of the Units under this Section 2(d) if the Employee incurs a "Disqualifying Event" under the terms of the Mastercard International Incorporated Severance Plan or, as applicable, the Amended and Restated Mastercard International Incorporated Executive Severance Plan. To obtain a copy of the Mastercard International Incorporated Severance Plan, please send a request to the Employment Council at 2000 Purchase Street, Purchase, NY 10577.

3. Transfer Restrictions.

The Units granted hereunder may not be sold, assigned, margined, transferred, encumbered, conveyed, gifted, hypothecated, pledged, or otherwise disposed of and may not be subject to lien, garnishment, attachment or other legal process, except as expressly permitted by the Plan.

4. Stockholder Rights.

Prior to the time that the Employee's Units vest and the Company has issued Common Shares relating to such Units, the Employee will not be deemed to be the holder of, or have any of the rights of a holder with respect to, any Common Shares deliverable with respect to such Units. Specifically, and without limiting the foregoing, the Employee shall not be entitled to dividends or dividend equivalents prior to being issued Common Shares.

5. Changes in Stock.

In the event of any change with respect to outstanding Common Shares contemplated by Section 4.6(1) of the Plan, the Units may be adjusted in accordance with Section 4.6(1) of the Plan.

6. Form and Timing of Payment.

(a) The Company shall pay within 60 days following the Vesting Date set forth in section 2(a) above, a number of Common Shares equal to the aggregate number of vested Units credited to the Employee as of vesting; provided, however, that payment of any Units that vest pursuant to Section 2(d) may occur within up to 74 days following the Vesting Date in connection with the Employee's execution and non-revocation of a separation agreement and/or a release of all claims. Further, in the event that the Vesting Date falls within the period the Employee has to provide a separation agreement and/or a release of all claims pursuant to Section 2(d) and such period spans two calendar years, any payment of the vested Units will be made in the second calendar year.

(b) In the event of vesting under section 2(b) above due to an Employee's death, payment shall be made within 90 days following death, or where additional time is needed for administrative reasons, at such later time as is permitted under Code section 409A.

(c) In the event of vesting under section 2(c) above due to Termination of Employment in connection with a Change in Control, payment shall be made as follows: (i) in the event of Termination of Employment prior to the Change in Control, within 90 days following the Change in Control; or (ii) in the event of Termination of Employment after the Change in Control, on the first business day which is at least seven months following the Termination of Employment or at such later date permitted under Code section 409A.

(d) Notwithstanding section 6(a) above, the Company may, in its sole discretion, settle the Units in the form of a cash payment to the extent settlement in Common Shares is prohibited under local law, or would require the Employee, the Company and/or the Employer to obtain the approval of any governmental and/or regulatory body in the Employee's country of residence (or country of employment, if different). Alternatively, the Company may, in its sole discretion, settle the Units in the form of Common Shares but require the Employee to immediately sell such Common Shares (in which case, this Agreement shall give the Company the authority to issue sales instructions on behalf of the Employee).

7. Compliance with Law.

No Common Shares (or cash pursuant to section 6(d) above) will be delivered to the Employee in accordance with section 6 above unless counsel for the Company is satisfied that such delivery will be in compliance with all applicable laws, including, without limitation, any rule, regulation or procedure of the U.S. national securities exchange upon which the Company's Common Shares are traded or any listing agreement with any such securities exchange, or any other requirement of law or of any administrative or regulatory body having jurisdiction over the Company or an Affiliated Employer.

8. Death of Employee.

In the event of the Employee's death, where the death results in vesting and payment of Units under section 2 (b) above, payment shall be made to the Employee's estate.

9. Taxes.

The Employee shall be liable for any and all taxes, including income tax (including U.S. federal, state and local taxes and/or non-U.S. taxes), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related withholding ("Tax-Related Items"), arising out of this grant or the issuance of the Common Shares on vesting of Units hereunder or any other taxable event in connection with the Units.

Prior to any such taxable event, the Employee (or the Employee's estate) shall pay or make adequate arrangements satisfactory to the Company or, if different, the Employee's employer (the "Employer") to meet the Company's or the Employer's withholding obligations for Tax-Related Items. In this regard, the Company is authorized to deduct from the total number of Common Shares the Employee is to receive on settlement of the Units a number of Common Shares with a total value equal to the amount necessary to satisfy any such withholding obligation at the minimum applicable withholding rate or, to the extent permitted by applicable accounting principles, up to the maximum applicable withholding rate. If the obligation for Tax-Related Items is satisfied by withholding in Common Shares, for tax purposes, the Employee is deemed to have been issued the full number of Common Shares subject to the vested Units, notwithstanding that a number of the Common Shares are held back solely for the purpose of paying the Tax-Related Items.

Alternatively, provided the Employee is not subject to Securities and Exchange Commission Rule 16b-3, the Company may sell or arrange for the sale of a sufficient number of Common Shares issued to the Employee upon settlement of the Units to meet the Tax-Related Items withholding obligation, in which case, the Company may withhold or account for Tax-Related Items by considering maximum applicable rates and the Employee will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Share equivalent.

The Employee agrees to pay to the Company or the Employer, including through withholding from the Employee's wages or other cash compensation paid to the Employee by the Company and/or the Employer, any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Employee's participation in the Plan that cannot be satisfied by the means previously described including, without limitation, any Federal Insurance Contributions Act taxes required to be withheld before settlement of the Units.

Finally, the Employee acknowledges that the ultimate liability for all Tax-Related Items legally due by the Employee is and remains the Employee's responsibility, regardless of any withholding by the Company or the Employer, and that the Company and the Employer: (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including the grant of the Units, the vesting of the Units, the settlement of the Units, the subsequent sale of any Common Shares acquired pursuant to the Units, or the receipt of any dividends; and (b) do not commit to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Employee's liability for Tax-Related Items. The Company may refuse to issue or deliver the Common Shares, or the proceeds of the sale of Common Shares, if the Employee fails to comply with the Employee's obligations in connection with the Tax-Related Items.

10. Discretionary Nature of Plan.

The Employee acknowledges and agrees that the Plan is discretionary in nature and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of Units under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of Units, other types of grants under the Plan, or

benefits in lieu of such grants in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the number of Units granted and vesting provisions.

11. Consent to On-Line Grant and Acceptance.

The Employee acknowledges and agrees that, as a term of this grant of Units, any grant, communication, or acceptance of such grant, if applicable, is permitted to be made and processed through the online system operated and maintained for this purpose. The Employee further acknowledges and agrees that execution of any documents through such system shall have the same force and effect as if executed in writing.

12. Section 409A.

The Company intends that payments under this Agreement will either comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be exempt from Section 409A or in compliance therewith, as applicable. To the extent the Company determines that this Agreement is subject to Section 409A, but does not conform with the requirements of Section 409A, the Company may at its sole discretion amend or replace the Agreement to cause the Agreement to comply with Section 409A. The Company makes no representation that the Agreement is exempt from or complies with Section 409A and makes no undertaking to preclude Section 409A from applying to the Agreement. The Company will have no liability to the Employee or to any other party if the Agreement that is intended to be exempt from or compliant with Section 409A is not so exempt or compliant or for any action taken by the Company with respect thereto.

13. Recoupment.

As an additional condition of receiving the Units, the Employee agrees that the Units and any benefits the Employee may receive hereunder shall be subject to forfeiture and/or repayment to the Company to the extent required under the terms of any recoupment or "clawback" policy adopted by the Company or to comply with any recoupment requirement imposed under applicable laws, rules, regulations or stock exchange listing standards, including, without limitation, pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. A recovery under this section 13 can be made by withholding compensation otherwise due to the Employee.

14. Miscellaneous.

(a) All amounts credited to the Employee's Account under this Agreement shall continue for all purposes to be a part of the general assets of the Company. The Employee's interest in the Account shall make the Employee only a general, unsecured creditor of the Company.

(b) The parties agree to execute such further instruments and to take such action as may reasonably be necessary to carry out the intent of this Agreement.

(c) Any notice required or permitted hereunder that is not covered by section 11 above, shall be given in writing and shall be deemed effectively given upon delivery to the Employee at the address then on file with the Company or upon delivery to the Company at 2000 Purchase Street, Purchase, New York 10577, Attn: Global Rewards.

(d) Neither the Plan nor this Agreement nor any provisions under either shall be construed so as to grant the Employee any right to remain in the employ of the Company or an Affiliated Employer. Neither the Plan nor this Agreement shall interfere with the rights of the Company or an Affiliated Employer, as applicable, to terminate the employment of the Employee and/or take any personnel action affecting the Employee without regard to the effect which such action may have upon the Employee as a recipient or prospective recipient of any benefits under the Plan or this Agreement.

The value of the Units granted hereunder is an extraordinary item of compensation outside the scope of the Employee's terms and conditions of employment and/or employment contract, if any. As such, the Units granted hereunder are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments.

(e) The Company reserves the right to impose other requirements on the Units, any Common Shares acquired or payment made pursuant to the Units, and the Employee's participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable. Such requirements may include (but are not limited to) requiring the Employee to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

(f) Notwithstanding any provisions in this Agreement, the Units will be subject to any country-specific terms set forth in an addendum to this Agreement for Participants who work or reside in a country outside the United States ("Addendum"). Moreover, if the Employee relocates to one of the countries included in the Addendum, the terms for such country will apply to him or her, to the extent the Company determines that the application of such terms is necessary or advisable. The Addendum constitutes part of this Agreement.

(g) The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. Further, upon a determination that any term or other provision of this Agreement is illegal or otherwise incapable of being enforced, such term or other provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the illegal or unenforceable term or provision.

(h) This Agreement, along with the incorporated grant statement, an executed Mastercard LTIP Non-Competition Agreement, and any special provisions for the Employee's country of residence or employment, as set forth in the applicable Addendum, constitutes the entire agreement of the parties with respect to the subject matter hereof.

By:_____

Name:

Title:

**FORM OF
STOCK OPTION AGREEMENT
20__ GRANT
[for grants made on or after March 1, 2017]**

THIS AGREEMENT, dated as of March 1, 20__, ("Grant Date") is between Mastercard Incorporated, a Delaware Corporation ("Company"), and you (the "Employee"). Capitalized terms that are used but not defined in this Agreement have the meanings given to them in the 2006 Long Term Incentive Plan ("Plan").

WHEREAS, the Company has established the Plan, the terms of which Plan, but not the standard terms and conditions of Section 6.4, are made a part hereof;

WHEREAS, the Human Resources and Compensation Committee of the Board of Directors of the Company ("Committee") has approved this grant under the terms of the Plan;

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of Stock Options.

Subject to the terms and conditions of this Agreement and of the Plan, the Company hereby grants to the Employee a nonqualified stock option ("Stock Option") to purchase from time to time all or any part of the number of common shares of the Company's Class A Common Stock ("Common Shares") reflected in the Employee's grant statement, the terms of which grant statement are incorporated as part of this Agreement, at a price per share equal to 100 percent of the Fair Market Value of the Common Shares (the closing price) on the Grant Date.

2. Exercise.

This Stock Option is exercisable from the date and to the extent that the Employee's interest in the Stock Option is vested, but in no event earlier than seven months after the Grant Date (other than in the case of the Employee's death, as set forth in Section 3(b) below), until the date the term of the Stock Option expires under Section 4 below. The Employee's interest in the Stock Option may be exercised only by delivering notice of exercise, in the form prescribed by the Company, to the Company or its designated agent, and paying the full exercise price for the shares and the full amount of any taxes required to be withheld. Unless otherwise set forth in an addendum to this Agreement for Participants who work or reside in or relocate to a country outside the United States ("Addendum"), the exercise price may be paid by delivery of cash or a certified check, delivery of Common Shares already owned by the Employee, or by delivery of cash by a broker-dealer as a "cashless" exercise. Special rules will apply to the payment of the exercise price by Participants who are subject to Securities and Exchange Commission Rule 16b-3. Common Shares issued on exercise of the Stock Option shall be unrestricted Common Shares. As a condition of the Employee's right to exercise the Stock Option, the Employee shall be required to execute and comply with any Mastercard LTIP Non-Competition Agreement that the Company requires for the Employee to be eligible to participate in the Plan and to execute any other documents required by the Committee pursuant to this Agreement.

3. Vesting.

(a) Subject to (b) and (c) below, the interest of the Employee in the Stock Option shall vest 25 percent on each of the first, second, third, and fourth anniversaries of the Grant Date, conditioned upon the Employee's continued employment with the Company or an Affiliated Employer as of each vesting date. In the event of the Employee's Termination of Employment with the Company or an Affiliated Employer for any reason other than as set forth in (b) or (c), unvested Units shall be forfeited. A transfer of Employee's employment among the Company and any Affiliated Employer shall not be treated as a Termination of Employment hereunder.

(b) In the event that the Employee's employment with the Company or an Affiliated Employer terminates by reason of the Employee's death after the grant, 100 percent of the Employee's interest in the Stock Option shall vest and become immediately exercisable. In the event of the Employee's Termination of Employment with the Company or an Affiliated Employer due to Disability or Retirement seven months or longer after the Grant Date, the Employee's interest in the Stock Option shall continue to vest and become exercisable as if there was no Termination of Employment.

(c) In the event of the Employee's Termination of Employment with the Company or an Affiliated Employer, or successor thereto, without Cause six months preceding or two years following a Change in Control, 100 percent of the Employee's then unvested interest in the Stock Option shall vest upon the later of the Employee's termination date or the Change in Control.

4. Term and Termination.

The Stock Option shall expire on the earlier of (i) the tenth anniversary of the Grant Date, or (ii) in the case of a Stock Option that has vested at the time of an Employee's Termination of Employment other than by death, Disability, or Retirement, 120 days from the date of the Employee's Termination of Employment. In the event an Employee's Termination of Employment is due to death, Disability, Retirement, or is in connection with a Change in Control under the circumstances specified in Section 3(c) above, the Stock Option shall expire on the tenth anniversary of the Grant Date. Expiration on a date shall occur as of the closing time of regular trading on the market on which the Company's Common Shares are traded on that date or, if that date is not a date on which such market is open for trading, as of the closing time of regular trading on the market on which the Company's Common Shares are traded on the immediately preceding trading date. The Employee is solely responsible for any election to exercise the Stock Option, and the Company has no obligation to provide notice to the Employee of any matter, including, but not limited to, the date the Stock Option terminates. Neither the Company nor any Affiliated Employer has any liability in the event of the Employee's failure to timely exercise any vested Stock Option prior to its expiration.

5. Transfer Restrictions.

Other than by will or by the laws of descent and distribution, the Stock Option may not be sold, assigned, margined, transferred, encumbered, conveyed, gifted, hypothecated, pledged, or otherwise disposed of and may not be subject to lien, garnishment, attachment or other legal process, except as expressly permitted by the Plan. During the Employee's lifetime, the Stock Option is exercisable only by the Employee.

6. Stockholder Rights.

Prior to the time that the Company has issued Common Shares on an Employee's exercise of the Employee's interest in his or her Stock Option, the Employee will not be deemed to be the holder of, or have any of the rights of a holder with respect to, any Common Shares deliverable with respect to such Stock Option.

7. Changes in Stock.

In the event of any change with respect to outstanding Common Shares contemplated by Section 4.6(1) of the Plan, the Stock Option may be adjusted in accordance with Section 4.6(1) of the Plan.

8. Compliance with Law.

No Common Shares will be delivered to the Employee upon the Employee's exercise of his or her interest in the Stock Option unless counsel for the Company is satisfied that such delivery will be in compliance with all applicable laws, including, without limitation, any rule, regulation or procedure of the U.S. national securities exchange upon which the Company's Common Shares are traded or any listing agreement with any such securities exchange, or any other requirement of law or of any administrative or regulatory body having jurisdiction over the Company or an Affiliated Employer.

9. Death of Employee.

In the event of the Employee's death, the Stock Option shall be exercisable by the executor or administrator of the Employee's estate or the person to whom the Stock Option has passed by will or the laws of descent and distribution in accordance with Section 5 of this Agreement.

10. Taxes.

The Employee shall be liable for any and all taxes, including income tax (including U.S. federal, state and local taxes and/or non-U.S. taxes), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related

items ("Tax-Related Items"), arising out of the transfer of Common Shares on exercise of the Stock Option or any other taxable event in connection with the Stock Option.

Prior to any such taxable event, the Employee (or the Employee's estate) shall pay or make adequate arrangements satisfactory to the Company or, if different, the Employee's employer (the "Employer") to meet the Company's or the Employer's withholding obligations for Tax-Related Items. In this regard, the Employee may satisfy such Tax-Related Items obligations by delivery of cash or a certified check or delivery of cash by a broker-dealer as part of a "cashless" exercise. The Company is also authorized to deduct from the total number of Common Shares the Employee is to receive on exercise of the Stock Option, a number of Common Shares with a total value equal to the amount necessary to satisfy any such withholding obligation at the minimum applicable withholding rate or, to the extent permitted by applicable accounting principles, up to the maximum applicable withholding rate. If the Tax-Related Items withholding is satisfied by withholding in Common Shares, for tax purposes, the Employee is deemed to have been issued the full number of Common Shares subject to the exercised Stock Option, notwithstanding that a number of the Common Shares are held back solely for the purpose of paying the Tax-Related Items.

Alternatively, provided the Employee is not subject to Securities and Exchange Commission Rule 16b-3, the Company may sell or arrange for the sale of a sufficient number of Common Shares issued to the Employee upon exercise of the Stock Option to meet the Tax-Related Items withholding obligation, in which case, the Company may withhold or account for Tax-Related Items by considering maximum applicable rates and the Employee will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Share equivalent.

The Employee agrees to pay to the Company or the Employer, including through withholding from the Employee's wages or other cash compensation paid to the Employee by the Company and/or the Employer, any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Employee's participation in the Plan that cannot be satisfied by the means previously described.

Finally, the Employee acknowledges that the ultimate liability for all Tax-Related Items legally due by the Employee is and remains the Employee's responsibility, regardless of any withholding by the Company or the Employer, and that the Company and the Employer: (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Stock Option, including the grant of the Stock Option, the vesting of the Stock Option, the exercise of the Stock Option, the subsequent sale of any Common Shares acquired pursuant to the Stock Option, or the receipt of any dividends; and (b) do not commit to structure the terms of the grant or any aspect of the Stock Option to reduce or eliminate the Employee's liability for Tax-Related Items. The Company may refuse to issue or deliver the Common Shares, or the proceeds of the sale of Common Shares, if the Employee fails to comply with the Employee's obligations in connection with the Tax-Related Items.

11. Discretionary Nature of Plan.

The Employee acknowledges and agrees that the Plan is discretionary in nature and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of a Stock Option under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of a Stock Option, other awards under the Plan, or benefits in lieu of such awards in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the number of Stock Options granted, the payment of dividend equivalents, and vesting provisions.

12. Section 409A.

The Stock Option is not intended to provide for a "deferral of compensation" within the meaning of Section 409A of the Internal Revenue Code ("Section 409A") and shall be interpreted, administered and construed in a manner consistent with that intent. To the extent the Company determines that this Agreement is subject to Section 409A, but does not conform with the requirements of Section 409A the Company may at its sole discretion amend or replace the Agreement to cause the Agreement to be exempt from or comply with Section 409A. The Company makes no representation that the Agreement is exempt from or complies with Section 409A and makes no undertaking to preclude Section 409A from applying to the Agreement. The Company will have no liability to the Employee or to any other party if the Agreement that is intended to be exempt from or compliant with Section 409A is not so exempt or compliant or for any action taken by the Company with respect thereto.

13. Consent to On-Line Grant and Acceptance.

The Employee acknowledges and agrees that, as a term of this Stock Option grant, any grant, communication, acceptance of such grant, or exercise of such grant, is permitted to be made and processed through the on-line system operated and maintained for this purpose. The Employee further acknowledges and agrees that execution of any documents through such system shall have the same force and effect as if executed in writing.

14. Recoupment.

As an additional condition of receiving the Stock Option, the Employee agrees that the Stock Option and any benefits the Employee may receive hereunder shall be subject to forfeiture and/or repayment to the Company to the extent required under the terms of any recoupment or "clawback" policy adopted by the Company or to comply with any recoupment requirement imposed under applicable laws, rules, regulations or stock exchange listing standards, including, without limitation pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. A recovery under this Section 14 can be made by withholding compensation otherwise due to the Employee.

15. Miscellaneous.

(a) The parties agree to execute such further instruments and to take such action as may reasonably be necessary to carry out the intent of this Agreement.

(b) Any notice required or permitted hereunder that is not covered by Section 13 above shall be given in writing and shall be deemed effectively given upon delivery to the Employee at the address then on file with the Company or upon delivery to the Company at 2000 Purchase Street, Purchase, New York 10577, Attn: Group Head, Global Rewards.

(c) Neither the Plan nor this Agreement nor any provisions under either shall be construed so as to grant the Employee any right to remain in the employ of the Company or an Affiliated Employer. Neither the Plan nor this Agreement shall interfere with the rights of the Company or an Affiliated Employer, as applicable, to terminate the employment of the Employee and/or take any personnel action affecting the Employee without regard to the effect which such action may have upon the Employee as a recipient or prospective recipient of any benefits under the Plan or this Agreement.

The value of the Stock Option granted hereunder is an extraordinary item of compensation outside the scope of the Employee's terms and conditions of employment and/or employment contract, if any. As such, the Stock Options granted hereunder are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments.

(d) The Company reserves the right to impose other requirements on the Stock Option, any Common Shares acquired or payment made pursuant to the Stock Option, and the Employee's participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable. Such requirements may include (but are not limited to) requiring the Employee to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

(e) Notwithstanding any provisions in this Agreement, the Stock Option will be subject to any country-specific terms set forth in the Addendum for the Employee's country of residence or employment. Moreover, if the Employee relocates to one of the countries included in the Addendum, the terms for such country will apply to the Employee, to the extent the Company determines that the application of such terms is necessary or advisable. The Addendum constitutes part of this Agreement.

(f) The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. Further, upon a determination that any term or other provision of this Agreement is illegal or otherwise incapable of being enforced, such term or other provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the illegal or unenforceable term or provision.

(g) This Agreement, along with the incorporated grant statement, an executed Mastercard LTIP Non-Competition Agreement, and any special provisions for the Employee's country of residence or employment, as set

forth in the applicable Addendum, constitutes the entire agreement of the parties with respect to the subject matter hereof.

By:_____

Name:

Title:

**FORM OF
PERFORMANCE UNIT AGREEMENT
20__ GRANT
[for grants made on or after March 1, 2017]**

THIS AGREEMENT, dated as of March 1, 201__ ("Grant Date") is between Mastercard Incorporated, a Delaware Corporation ("Company"), and you (the "Employee"). Capitalized terms that are used but not defined in this Agreement have the meanings given to them in the 2006 Long Term Incentive Plan ("Plan").

WHEREAS, the Company has established the Plan, the terms of which are made a part hereof;

WHEREAS, the Human Resources and Compensation Committee of the Board of Directors of the Company ("Committee") has approved this grant under the terms of the Plan;

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of Units.

Subject to the terms and conditions of this Agreement and of the Plan, the Company hereby grants to the Employee the number of Units reflected in the Employee's grant statement, the terms of which statement are incorporated as a part of this Agreement. Each Unit represents the right to receive an amount of the Company's \$0.0001 par value Class A Common Stock ("Common Shares") that varies depending on the level of performance achieved on specified performance criteria during the performance period January 1, 20__ through December 31, 20__.

2. Vesting Schedule.

(a) Subject to (b), (c) and (d) below, the interest of the Employee in the Units shall vest on February __, 20__ (the "Vesting Date"), conditioned upon the Employee's continued employment with the Company or an Affiliated Employer as of the Vesting Date, and the achievement of the performance goals established by the Committee and set forth in the Employee's grant statement. In the event of the Employee's Termination of Employment with the Company or an Affiliated Employer for any reason other than as set forth in (b), (c) or (d), unvested Units shall be forfeited. A transfer of Employee's employment among the Company and any Affiliated Employer shall not be treated as a Termination of Employment hereunder. Vesting in Units is subject to the Committee's exercise of downward discretion to

reduce the amounts earned on achievement of performance goals. As a condition of the Employee's right to vest in the Units, the Employee shall be required to execute and comply with any Mastercard LTIP Non-Competition Agreement that the Company requires for the Employee to be eligible to participate in the Plan, and to execute any other documents required by the Committee pursuant to this Agreement. If the Employee has not executed and delivered to the Company any such required Mastercard LTIP Non-Competition Agreement by the date required by the Company, which will in no event be later than the Vesting Date or such earlier vesting event pursuant to (c) below, the unvested Units shall be forfeited.

(b) In the event that the Employee's employment with the Company or an Affiliated Employer terminates by reason of the Employee's death following the Grant Date, 100 percent of the Employee's then unvested Units shall vest and be payable, as set forth in section 6(b), at the target level of performance. In the event of the Employee's Termination of Employment with the Company or an Affiliated Employer due to Disability or Retirement seven months or longer after the Grant Date, unvested Units shall continue to vest as if there had been no Termination of Employment, subject to the achievement of performance goals, and shall be paid as set forth in section 6(a), provided, however, that the Committee shall have discretion to determine at any time during the vesting period that an Employee shall not vest in whole or in part in a particular Unit.

(c) In the event of a Change in Control, vesting and payment will be as set forth in sections 2(a) and 6(a) to the extent the achievement of performance goals can continue to be measured after the Change in Control. To the extent the achievement of performance goals is no longer capable of measurement following a Change in Control,

the Employee's unvested Units shall vest on the Vesting Date, conditioned upon the Employee's continued employment with the Company or an Affiliated Employer, or successor thereto, as of the Vesting Date, and shall be paid at the target level of performance at the time set forth in section 6(a). In the event of the Employee's Termination of Employment with the Company or an Affiliated Employer, or successor thereto, without Cause six months preceding or two years following a Change in Control, the Employee's then unvested Units shall vest upon the later of the Employee's termination date or the Change in Control and be payable in accordance with section 6(c) at the target level of performance.

(d) In the event of the Employee's Termination of Employment with the Company or an Affiliated Employer due to a Job Elimination, the Employee's interest in a pro-rata portion of the unvested Units shall continue to vest as if there had been no Termination of Employment, subject to the achievement of performance goals, and shall be paid as set forth in section 6(a), provided, however, that the Committee shall have discretion to determine at any time during the vesting period

that an Employee shall not vest in whole or in part in a particular Unit. Such continued vesting is contingent upon the Employee's execution and non-revocation of a separation agreement and/or a release of all claims in a form satisfactory to the Company within a period of 75 days following the Job Elimination Date. The aforementioned pro-rata portion of the unvested Units shall be calculated based on the ratio of (x) the number of full and partial months worked by the Employee from the Grant Date to the Job Elimination date, to (y) the total number of months in the original vesting schedule of the Units. For this purpose, a "Job Elimination" shall mean either (i) the Employee's involuntary and permanent Termination of Employment by the Company or an Affiliated Employer because of a permanent layoff, reduction in force, facility closing, reorganization, or consolidation, or (ii) the Employee's involuntary Termination of Employment with the Company or an Affiliated Employer after the Employee has been offered and declined continued employment with the Company or an Affiliated Employer in a position that is, in the Company's sole judgment, not comparable to or better than the position that the Employee previously held with the Company or an Affiliated Employer. Notwithstanding the foregoing, the Employee shall not be entitled to continued vesting of the Units under this Section 2(d) if the Employee incurs a "Disqualifying Event" under the terms of the Mastercard International Incorporated Severance Plan or, as applicable, the Amended and Restated Mastercard International Incorporated Executive Severance Plan. To obtain a copy of the Mastercard International Incorporated Severance Plan, please send a request to the Employment Council at 2000 Purchase Street, Purchase, NY 10577.

3. Transfer Restrictions.

The Units granted hereunder may not be sold, assigned, margined, transferred, encumbered, conveyed, gifted, hypothecated, pledged, or otherwise disposed of and may not be subject to lien, garnishment, attachment or other legal process, except as expressly permitted by the Plan.

4. Stockholder Rights.

Prior to the time that the Employee's Units vest and the Company has issued Common Shares relating to such Units, the Employee will not be deemed to be the holder of, or have any of the rights of a holder with respect to, any Common Shares deliverable with respect to such Units. Specifically, and without limiting the foregoing, the Employee shall not be entitled to dividends or dividend equivalents prior to being issued Common Shares.

5. Changes in Stock.

In the event of any change with respect to outstanding Common Shares contemplated by Section 4.6(1) of the Plan, the Units may be adjusted in accordance with Section 4.6(1) of the Plan.

6. Form and Timing of Payment.

(a) The Company shall pay within 60 days following the Vesting Date set forth in section 2(a) above, a number of Common Shares equal to the aggregate number of Units determined to have been earned; provided, however, that payment of any Units that vest pursuant to Section 2(d) may occur within up to 74 days following the Vesting Date in connection with the Employee's execution and non-revocation of a separation agreement and/or a release of all claims. Further, in the event that the Vesting Date falls within the period the Employee has to provide a separation agreement and/or a release of all claims pursuant to Section 2(d) and such period spans two calendar years, any payment of the vested Units will be made in the second calendar year.

(b) In the event of vesting under section 2(b) above due to an Employee's death, payment shall be made within 90 days following death, or where additional time is needed for administrative reasons, at such later time as is permitted under Code section 409A.

(c) In the event of vesting under section 2(c) above due to Termination of Employment in connection with a Change in Control, payment shall be made as follows: (i) in the event of Termination of Employment prior to the Change in Control, within 90 days following the Change in Control; or (ii) in the event of Termination of Employment after the Change in Control, on the first business day which is at least seven months after the Termination of Employment or at such later date permitted under Code section 409A.

(d) Notwithstanding section 6(a) above, the Company may, in its sole discretion, settle the Units in the form of a cash payment to the extent settlement in Common Shares is prohibited under local law, or would require the Employee, the Company and/or the Employer to obtain the approval of any governmental and/or regulatory body in the Employee's country of residence (or country of employment, if different). Alternatively, the Company may, in its sole discretion, settle the Units in the form of Common Shares but require the Employee to immediately sell such Common Shares (in which case, this Agreement shall give the Company the authority to issue sales instructions on behalf of the Employee).

7. Compliance with Law.

No Common Shares (or cash pursuant to section 6(d) above) will be delivered to the Employee in accordance with section 6 above unless counsel for the Company is satisfied that such delivery will be in compliance with all applicable laws, including, without limitation, any rule, regulation or procedure of the U.S. national securities exchange upon which the Company's Common Shares are traded or any listing agreement with any such securities exchange, or any other requirement of law or of any administrative or regulatory body having jurisdiction over the Company or an Affiliated Employer.

8. Death of Employee.

In the event of the Employee's death, where the death results in vesting and payment of Units under section 2 (b) above, payment shall be made to the Employee's estate.

9. Recoupment Policy.

In the event of a restatement of materially inaccurate financial results, the Committee has the discretion to recover from the Employee stock or cash equal to the value of the stock issued on settlement of these Units or the proceeds realized by the Employee on the sale of such stock to the extent the vesting schedule of the Units under section 2(a) includes all or part of the period covered by the restatement. If the amount that would have vested based on achievement of performance goals would have been lower had the achievement of applicable financial performance targets been calculated based on such restated financial results, the Committee may, if it determines appropriate in its sole discretion recover from the Employee stock or cash equal to the portion of the stock issued in excess of the amount that would have been paid based on the restated financial results. A recovery under this section 9 can be made by withholding compensation otherwise due to the Employee. Unless otherwise required by applicable laws or stock exchange listing standards, the Company will not seek to recover amounts paid under this Agreement more than three years after the date the Company files the report with the Securities and Exchange Commission that contained the incorrect financial results. This Recoupment Policy is in addition to, and not in lieu of, any recoupment requirements under the Sarbanes-Oxley Act or under other applicable laws, rules, regulations or stock exchange listing standards, including, without limitation, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and shall apply notwithstanding anything to the contrary in this Agreement or in the Plan.

10. Taxes.

The Employee shall be liable for any and all taxes, including income tax (including U.S. federal, state and local taxes and/or non-U.S. taxes), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related withholding ("Tax-Related Items"), arising out of this grant or the issuance of the Common Shares on vesting of Units hereunder or any other taxable event in connection with the Units.

Prior to any such taxable event, the Employee (or the Employee's estate) shall pay or make adequate arrangements satisfactory to the Company or, if different, the Employee's employer (the "Employer") to meet the Company's or the Employer's withholding obligations for Tax-Related Items. In this regard, the Company is authorized to deduct from the total number of Common Shares the Employee is to receive on settlement of the Units a number of Common Shares with a total value equal to the amount necessary to satisfy any such withholding obligation at the minimum applicable withholding rate or, to the extent permitted by applicable accounting principles, up to the maximum applicable withholding rate. If the obligation for Tax-Related Items is satisfied by withholding in Common Shares, for tax purposes, the Employee is deemed to have been issued the full number of Common Shares subject to the vested Units, notwithstanding that a number of the Common Shares are held back solely for the purpose of paying the Tax-Related Items.

Alternatively, provided the Employee is not subject to Securities and Exchange Commission Rule 16b-3, the Company may sell or arrange for the sale of a sufficient number of Common Shares issued to the Employee upon settlement of the Units to meet the Tax-Related Items withholding obligation, in which case, the Company may withhold or account for Tax-Related Items by considering maximum applicable rates and the Employee will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Share equivalent.

The Employee agrees to pay to the Company or the Employer, including through withholding from the Employee's wages or other cash compensation paid to the Employee by the Company and/or the Employer, any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Employee's participation in the Plan that cannot be satisfied by the means previously described including, without limitation, any Federal Insurance Contributions Act taxes required to be withheld before settlement of the Units.

Finally, the Employee acknowledges that the ultimate liability for all Tax-Related Items legally due by the Employee is and remains the Employee's responsibility, regardless of any withholding by the Company or the Employer, and that the Company and the Employer: (a) make no representations or undertakings

regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including the grant of the Units, the vesting of the Units, the settlement of the Units, the subsequent sale of any Common Shares acquired pursuant to the Units, or the receipt of any dividends; and (b) do not commit to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Employee's liability for Tax-Related Items. The Company may refuse to issue or deliver the Common Shares, or the proceeds of the sale of Common Shares, if the Employee fails to comply with the Employee's obligations in connection with the Tax-Related Items.

11. Discretionary Nature of Plan.

The Employee acknowledges and agrees that the Plan is discretionary in nature and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of Units under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of Units, other types of grants under the Plan, or benefits in lieu of such grants in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the number of Units granted and vesting provisions.

12. Consent to On-Line Grant and Acceptance.

The Employee acknowledges and agrees that, as a term of this grant of Units, any grant, communication, or acceptance of such grant, if applicable, is permitted to be made and processed through the online system operated and maintained for this purpose. The Employee further acknowledges and agrees that execution of any documents through such system shall have the same force and effect as if executed in writing.

13. Section 409A.

The Company intends that payments under this Agreement will either comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be exempt from Section 409A or in compliance therewith, as applicable. To the extent the Company determines that this Agreement is subject to Section 409A, but does not conform with the requirements of Section 409A, the Company may at its sole discretion amend or replace the Agreement to cause the Agreement to comply with Section 409A. The Company makes no representation that the Agreement is exempt from or complies with Section 409A and makes no undertaking to

preclude Section 409A from applying to the Agreement. The Company will have no liability to the Employee or to any other party if the Agreement that is intended to be exempt from or compliant with Section 409A is not so exempt or compliant or for any action taken by the Company with respect thereto.

14. Miscellaneous.

(a) All amounts granted under this Agreement shall continue for all purposes to be a part of the general assets of the Company. The Employee's interest in the amount ultimately determined to be earned shall make the Employee only a general, unsecured creditor of the Company.

(b) The parties agree to execute such further instruments and to take such action as may reasonably be necessary to carry out the intent of this Agreement.

(c) Any notice required or permitted hereunder that is not covered by section 12 above, shall be given in writing and shall be deemed effectively given upon delivery to the Employee at the address then on file with the Company or upon delivery to the Company at 2000 Purchase Street, Purchase, New York 10577, Attn: Group Head, Global Rewards.

(d) Neither the Plan nor this Agreement nor any provisions under either shall be construed so as to grant the Employee any right to remain in the employ of the Company or an Affiliated Employer. Neither the Plan nor this Agreement shall interfere with the rights of the Company or an Affiliated Employer, as applicable, to terminate the employment of the Employee and/or take any personnel action affecting the Employee without regard to the effect which such action may have upon the Employee as a recipient or prospective recipient of any benefits under the Plan or this Agreement.

The value of the Units granted hereunder is an extraordinary item of compensation outside the scope of the Employee's terms and conditions of employment and/or employment contract, if any. As such, the Units granted hereunder are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments.

(e) The Company reserves the right to impose other requirements on the Units, any Common Shares acquired or payment made pursuant to the Units, and the Employee's participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable. Such requirements may include (but are not limited to) requiring the Employee to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

(f) Notwithstanding any provisions in this Agreement, the Units will be subject to any country-specific terms set forth in an addendum to this Agreement for Participants who work or reside in a country outside the United States ("Addendum"). Moreover, if the Employee relocates to one of the countries included in the Addendum, the terms for such country will apply to him or her, to the extent the Company determines that the application of such terms is necessary or advisable. The Addendum constitutes part of this Agreement.

(g) The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. Further, upon a determination that any term or other provision of this Agreement is illegal or otherwise incapable of being enforced, such term or other provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the illegal or unenforceable term or provision.

(h) This Agreement, along with the incorporated grant statement, an executed Mastercard LTIP Non-Competition Agreement, and any special provisions for the Employee's country of residence or employment, as set forth in the applicable Addendum, constitutes the entire agreement of the parties with respect to the subject matter hereof.

By:_____

Name:

Title:

Description of Employment Arrangement with Robert Reeg

*Explanatory Note: The below description summarizes the employment arrangement between Mastercard International Incorporated ("Mastercard International") and Robert Reeg, who is identified as a named executive officer in the 2017 Proxy Statement for Mastercard Incorporated ("Mastercard"). The description is consistent with both: (1) the disclosure in the proxy statement and (2) the descriptions of each of the Mastercard International Incorporated Severance Plan and the Mastercard International Incorporated Change in Control Plan set forth in Mastercard's Current Report on Form 8-K filed with the SEC on July 31, 2009.

Title and Term

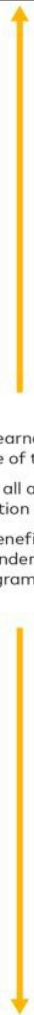
Robert Reeg served as President, Operations and Technology of Mastercard International until May 1, 2017. He is employed at-will and will remain with Mastercard until October 1, 2017.

Compensation

Mr. Reeg receives a base salary that is subject to adjustment based on an annual performance review by Mastercard's Human Resources and Compensation Committee. Additionally, he is eligible to participate in annual and/or long-term bonus or incentive plan(s) generally available to other executive officers, as well as other applicable Mastercard International employee compensation and benefit plans and programs, including the LTIP and SEAICP.

Events of Termination of Employment and Related Payments and Terms

Termination Events and Payments

Termination Event	Components of Termination Payment	
Death		<ul style="list-style-type: none"> Target annual incentive bonus for year in which termination occurs (plus the target annual incentive bonus earned for the previous year, if not already paid)
Disability		<ul style="list-style-type: none"> Target annual incentive bonus prorated for year of termination (plus the target annual incentive bonus earned for the previous year, if not already paid)
For Cause or Voluntary Resignation		<ul style="list-style-type: none"> No additional payments
Without Cause or with Good Reason		<ul style="list-style-type: none"> Annual incentive bonus prorated for year of termination based upon Mastercard's actual performance during the year in which termination occurs (subject to HRCC discretion) (plus the annual incentive bonus earned for the previous year, if not already paid) Base salary continuation for 18 months (the severance period) following termination (extendable by an additional six months at Mastercard's sole discretion) An amount equal to 1.5 times the annual incentive bonus paid to the executive for the year prior to termination, paid ratably over the severance period and in accordance with Mastercard's annual incentive bonus pay practices (or up to an amount equal to two times the bonus for the prior year, payable over 24 months at Mastercard's discretion) Payment of the monthly COBRA medical coverage premium for the applicable period (or, if shorter, the severance period) or, if the executive is eligible, the full cost of the Mastercard Retiree Health Plan during the severance period with retiree contribution levels applying thereafter Reasonable outplacement services for the shorter of the severance period or the period of unemployment
Mandatory Retirement		<ul style="list-style-type: none"> Annual incentive bonus prorated for year of termination based upon Mastercard's actual performance during the year in which termination occurs (subject to HRCC discretion) (plus the annual incentive bonus earned for the previous year, if not already paid)

"Double Trigger" Change-in-Control Payments

If, within the six months preceding or two years following a Change-in-Control, Mr. Reeg terminates his employment with Mastercard International or its successor for Good Reason or is terminated without Cause, he will be entitled to the following:

"Double-Trigger" Severance Payments

- Lump sum payments within 30 days following date of termination of (1) all base salary earned but not paid and (2) all accrued but unused vacation time
- Pro-rata portion of the annual incentive bonus payable in year of termination and previous year, if not already paid
- Base salary continuation for 24 months following termination (the severance period)
- Annual bonus payments following the date of termination, the aggregate amount equal to the average annual bonus received by the executive over the prior two years of employment, payable ratably over the severance period
- Payment of the monthly COBRA medical coverage premium for the applicable period (or, if shorter, the severance period) or, if the executive is eligible, the full cost of the Mastercard Retiree Health Plan during the severance period with retiree contribution levels applying thereafter
- Reasonable outplacement services for the shorter of the severance period or the period of unemployment
- Such additional benefits, if any, that the executive would be entitled to under applicable Mastercard plans and programs (other than severance payments)

Release of Claims

Mr. Reeg is required to enter into a separate agreement and release of claims against Mastercard International in order to receive payment for severance, Change-in-Control and other payments on account of termination other than for Cause, with Good Reason or for non-renewal.

Restrictive Covenants

Mr. Reeg is subject to Mastercard International's standard restrictive covenants for executive employees, including non-disclosure, non-competition and non-solicitation obligations. In addition, he has signed separate non-compete agreements, including agreements in order to receive long-term incentive awards and specified severance and Change-in-Control payments as follows:

Long-Term Incentive Awards	Severance Plan Payments	Change-in-Control Payments
<ul style="list-style-type: none">• 12-month non-compete• 24-month non-solicit• In the event of a violation, repayment of specified gains from stock options exercised and repayment of vested equity awards from the two-year period preceding the violation	<ul style="list-style-type: none">• Non-compete and non-solicit for longer of 18 months or the length of the severance payments (agreement to be executed within 60 days following termination)	<ul style="list-style-type: none">• Two-year non-compete and non-solicit

Definitions

Cause

Defined as (a) willful failure of the executive to perform duties or responsibilities (other than due to disability); (b) engaging in serious misconduct that is injurious to Mastercard, including, but not limited to, damage to its reputation or standing in the industry; (c) conviction of, or entering into a plea of guilty or nolo contendere to, a crime that constitutes a felony or a crime that constitutes a misdemeanor involving moral turpitude; (d) the material breach of any written covenant or agreement with Mastercard International not to disclose any information pertaining to Mastercard

International; or (e) the breach of our Code of Conduct, the Supplemental Code of Ethics, any material provision of the employment agreement or any material provision of other specified Mastercard or Mastercard International policies.

Notice of termination for cause must state the date of termination and identify the grounds upon which termination is based.

Good Reason

Defined as (a) the assignment to a position for which the executive is not qualified or a materially lesser position than the position held; (b) a material reduction in annual base salary other than a 10% or less reduction, in the aggregate, over the term of employment; and (c) the relocation of the executive's principal place of employment to a location more than 50 miles from his or her principal place of employment.

Change-in-Control

Defined as the occurrence of any of the following events (other than by means of a public offering of Mastercard's equity securities):

(a) the acquisition by any person of beneficial ownership of more than 30% of the voting power of the then outstanding equity shares of Mastercard (the "Outstanding Registrant Voting Securities"), subject to specified exceptions

(b) a change in the composition of the Board that causes less than a majority of Mastercard's directors then in office to be members of the Board, subject to specified exceptions

(c) consummation of a reorganization, merger or consolidation, or sale or other disposition of all or substantially all of Mastercard's assets or the purchase of assets or stock of another entity (a "Business Combination"), in each case, unless immediately following such Business Combination (1) all or substantially all of the persons who were the beneficial owners of the Outstanding Registrant Voting Securities immediately prior to such Business Combination will beneficially own more than 50% of the then outstanding voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity resulting from such Business Combination in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Registrant Voting Securities, (2) no person will beneficially own more than a majority of the voting power of the then outstanding voting securities of such entity except to the extent that such ownership of Mastercard existed prior to the Business Combination and (3) at least a majority of the members of the board of directors of the entity resulting from such Business Combination will have been members of the incumbent Mastercard Board at the time of the initial agreement, or an action of Mastercard's Board, providing such Business Combination

(d) approval by Mastercard's stockholders of a complete liquidation or dissolution of Mastercard.

Mandatory Retirement

The last day of the calendar year in which Mr. Reeg reaches the age of 65.

May 2, 2017

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Commissioners:

We are aware that our report dated May 2, 2017 on our review of interim financial information of Mastercard Incorporated and its subsidiaries for the three month periods ended March 31, 2017 and 2016 and included in the Company's quarterly report on Form 10-Q for the quarter ended March 31, 2017 is incorporated by reference in its Registration Statements on Form S-8 dated June 30, 2006 (File No. 333-135572), August 9, 2006 (File No. 333-136460), and June 15, 2007 (File No. 333-143777), and the Registration Statement on Form S-3 dated June 15, 2015 (No. 333-204959).

Very truly yours,

/s/ PricewaterhouseCoopers LLP

New York, New York

**CERTIFICATION PURSUANT TO
RULE 13a-14(a)/15d-14(a),
AS ADOPTED PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Ajay Banga, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mastercard Incorporated for the three months ended March 31, 2017;
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: May 2, 2017

By: /s/ Ajay Banga

Ajay Banga

President and Chief Executive Officer

**CERTIFICATION PURSUANT TO
RULE 13a-14(a)/15d-14(a),
AS ADOPTED PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Martina Hund-Mejean, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mastercard Incorporated for the three months ended March 31, 2017;
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: May 2, 2017

By: /s/ Martina Hund-Mejean

Martina Hund-Mejean
Chief Financial Officer

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

In connection with the quarterly report of Mastercard Incorporated (the "Company") on Form 10-Q for the three month period ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Ajay Banga, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

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

May 2, 2017

/s/ Ajay Banga

Ajay Banga

President and Chief Executive Officer

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

In connection with the quarterly report of Mastercard Incorporated (the "Company") on Form 10-Q for the three month period ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Martina Hund-Mejean, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

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

May 2, 2017

/s/ Martina Hund-Mejean

Martina Hund-Mejean

Chief Financial Officer

Section 13(r) Disclosure

Mastercard Incorporated ("Mastercard") has established a risk-based compliance program designed to prevent us from having business dealings with Iran, as well as other prohibited countries, regions, individuals or entities. This includes obligating issuers and acquirers to screen cardholders and merchants, respectively, against the U.S. Office of Foreign Assets Control's ("OFAC") sanctions list, including the List of Specially Designated Nationals ("SDN list").

We identified through our compliance program that for the period covered by this Report, Mastercard processed transactions resulting from:

- certain European acquirers having acquired transactions for consular services with Iranian embassies located in Austria, France and Spain that accepted Mastercard cards
- certain European and Middle Eastern acquirers having acquired transactions for Iran Air, which accepted Mastercard cards, in Austria, France and Qatar

OFAC regulations and other legal authorities provide exemptions for certain activities involving dealings with Iran. However, Section 219 of the Iran Threat Reduction and Syria Human Rights Act of 2012 requires us to disclose whether we, or any of our affiliates, have knowingly engaged in certain transactions or dealings involving the Government of Iran or with certain persons or entities found on the SDN list, regardless of whether these dealings constitute a violation of OFAC regulations. We intend to allow our acquirers to continue to engage in these transactions to the extent permitted by law.

We do not calculate net revenues or net profits associated with specific merchants (our customers' customers). However, we used our fee schedule and the aggregate number and amount of transactions involving the Iranian embassies and Iran Air to estimate the net revenue and net profit we obtained during the three months ended March 31, 2017. Both the number of transactions and our estimated net revenue and net profits for this period are de minimis.