

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

**FORM 10-K**

(Mark One)

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

For the fiscal year ended January 31, 2024

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-35680

**WORKDAY, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

20-2480422  
(I.R.S. Employer  
Identification No.)

6110 Stoneridge Mall Road  
Pleasanton, California 94588  
(Address of principal executive offices, including zip code)

(925) 951-9000  
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.001	WDAY	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

**Securities registered pursuant to section 12(g) of the Act:**

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act of 1933 ("Securities Act"). Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 ("Exchange Act"). Yes  No

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

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

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

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

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

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

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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

The aggregate market value of the voting and non-voting stock of the registrant as of July 31, 2023 (based on a closing price of \$237.13 per share) held by non-affiliates was approximately \$49.0 billion. As of March 6, 2024, there were approximately 211 million shares of the registrant's Class A common stock, net of treasury stock, and 53 million shares of the registrant's Class B common stock outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive proxy statement for its 2024 Annual Meeting of Stockholders ("Proxy Statement"), to be filed within 120 days of the registrant's fiscal year ended January 31, 2024, are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. Except with respect to information specifically incorporated by reference in this Form 10-K, the Proxy Statement is not deemed to be filed as part of this Form 10-K.

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## PART I

*As used in this report, the terms “Workday,” “registrant,” “we,” “us,” and “our” mean Workday, Inc. and its subsidiaries unless the context indicates otherwise.*

*Our fiscal year ends on January 31. References to fiscal 2024, for example, refer to the year ended January 31, 2024.*

### SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

*This report contains forward-looking statements, which are subject to safe harbor protection under the Private Securities Litigation Reform Act of 1995. All statements contained in this report other than statements of historical fact, including statements regarding our future financial condition and operating results, business strategy and plans, and objectives for future operations, are forward-looking statements. The words “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “expect,” “seek,” “plan,” and similar expressions are intended to identify forward-looking statements. We have based these forward-looking statements largely on our current expectations, beliefs, and projections about future events, conditions, and trends that we believe may affect our financial condition, operating results, business strategy, short-term and long-term business operations and objectives, and financial needs. These forward-looking statements are subject to a number of risks, uncertainties, assumptions, and changes in circumstances that are difficult to predict and many of which are outside of our control, such as those arising from the impact of recent macroeconomic events, including inflation, increased interest rates, and geopolitical factors, as well as those described in the “Risk Factors” section, which we encourage you to read carefully. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make.*

*In light of these risks, uncertainties, assumptions, and potential changes in circumstances, the future events, conditions, and trends discussed in this report may not occur and actual results could differ materially and adversely from those anticipated or implied by the forward-looking statements. Accordingly, you should not rely upon any forward-looking statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activities, performance, or achievements. We are under no duty to update any of these forward-looking statements after the date of this report or to conform these statements to actual results or revised expectations, except as required by applicable law. If we do update any forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements.*

### ITEM 1. BUSINESS

#### Overview

Workday is a leading enterprise platform that helps organizations manage their most important assets – their people and money. Workday provides more than 10,000 organizations with AI-powered cloud solutions to help solve some of today’s most complex business challenges, including supporting and empowering their workforce, managing their finances and spend in an ever-changing environment, and planning for the unexpected.

Our purpose is to inspire a brighter work day for all. We strive to make the world of work and business better, and hope to empower customers to do the same through an innovative suite of solutions licensed by more than 65 million users around the world and across industries – from medium-sized businesses to more than 50% of the Fortune 500. Central to our purpose is a set of core values – with our employees as number one – along with customer service, innovation, integrity, fun, and profitability. We believe that having happy employees leads to happy customers, and we are committed to helping our customers adapt and thrive in this increasingly dynamic business environment.

As organizations face changing conditions, we believe the need for an intuitive, scalable, and secure platform that ties finance, people, suppliers, and plans together in one version of truth is more important than ever. Workday’s Artificial Intelligence (“Workday AI”) is built into our platform, allowing us to rapidly deliver and sustain models that can solve countless business problems. As a result, Workday AI helps deliver better employee experiences, increase productivity, improve operational efficiencies, and provide insights for faster, data-driven decision-making. Workday provides organizations with a unified system that can help them plan, execute, analyze, and extend to other applications and environments, thereby helping them continuously adapt how they manage their business and operations. To support this, Workday delivers weekly product updates in addition to major feature releases twice a year. Through this model, Workday customers are able to deliver and adopt innovations quickly and adapt at a time that fits their business needs. We sell our solutions worldwide primarily through direct sales through our field sales teams. We also offer professional services, as do our Workday Services Partners, to help customers deploy our solutions and continually adopt new capabilities.

In fiscal 2024, we announced the new Workday AI Marketplace to help our customers easily find and deploy certified artificial intelligence (“AI”) and machine learning (“ML”) partner solutions to propel their businesses into the future. In addition, we announced several new generative AI capabilities that are expected to be available to our customers in fiscal 2025, including capabilities that will help customers generate job descriptions in minutes and analyze and correct contracts for more accurate revenue recognition. Workday AI Gateway will enable developers to develop customized applications by providing access to Workday AI and ML services.

## **Our Capabilities**

Workday’s suite of enterprise cloud applications addresses the evolving needs of the C-suite across various industries and are designed to be open, extensible, and configurable, allowing integration with other applications and the ability for users to build their own custom applications. Workday offers applications for Financial Management, Spend Management, Human Capital Management (“HCM”), Planning, and Analytics and Benchmarking.

### ***Financial Management: Solutions for the Office of the Chief Financial Officer (“CFO”)***

In the changing world of finance, Workday helps organizations accelerate their journeys towards becoming truly digital finance operations by giving them the tools they need to manage the strategic direction of their organizations while also supporting growth, profitability, and compliance and regulatory requirements. Workday’s suite of financial management applications, built on the Workday platform with Workday AI at the core, helps enable CFOs to maintain accounting information in the general ledger; manage core financial processes such as payables and receivables; identify real-time financial, operational, and management insights; improve financial consolidation; reduce time-to-close; promote internal control and auditability; and achieve consistency across global finance operations.

### ***Spend Management: Solutions for the Office of the CFO***

Workday provides procurement professionals with tools to support their businesses through the source-to-contract process, including a user experience designed for ease and collaboration. Workday offers a set of cloud-based spend management solutions that help organizations streamline supplier selection and contracts, manage indirect spend, and build and execute sourcing events, such as requests for proposals. Additionally, Workday offers an expense management solution that provides users with flexible ways to submit and approve expenses, while providing leaders the ability to set controls and analyze spend.

### ***Human Capital Management: Solutions for the Office of the Chief Human Resources Officer (“CHRO”)***

In the changing world of human resources (“HR”), Workday helps organizations identify and respond to rapidly changing conditions, whether they stem from shifting talent needs or a focus on belonging and diversity or employee engagement. Workday’s suite of HCM applications allows organizations to manage the entire employee lifecycle – from recruitment to retirement – enabling HR teams to hire, onboard, pay, develop and reskill, and provide meaningful employee experiences that are personalized and helpful, based on listening to the diverse needs of today’s workforce. For example, Workday Skills Cloud, one of our most widely-adopted AI use cases, helps organizations make the important shift to a skills-first approach, helping them prepare today for the jobs of tomorrow.

### ***Planning: Solutions for the Offices of the CFO and CHRO***

In today’s dynamic environment, businesses are continuously planning to model various scenarios and preparing to quickly respond to change. Workday provides an active planning process that can model across finance, workforce, sales, and operational data, helping organizations make more informed decisions and respond quickly to changing situations. Workday AI assists in creating forecasts that incorporate historical and third-party data, such as economic data and labor statistics. When combined with Workday’s financial management and HCM solutions, organizations are able to leverage real-time transactional data to dynamically adjust and recalibrate their plans.

### ***Analytics and Benchmarking and Workday Cloud Platform: Solutions for the Offices of the Chief Information Officer (“CIO”), CFO, and CHRO***

Workday helps leaders make sense of the vast amount of data they collect enterprise-wide. For example, information technology (“IT”) leaders are navigating the complexities of supporting employees in new environments, which requires them to deploy an adaptable, secure architecture to help ensure global continuity and productivity while remaining agile. Workday provides applications for analytics and reporting, including augmented analytics to surface insights to the line of business in simple-to-understand stories, machine learning to drive efficiency and automation, and benchmarks to compare performance against other organizations.

### ***Industries: Solutions for the Offices of the CIO, CFO, and CHRO***

Workday offers businesses flexible solutions to help them adapt to their industry-specific needs and respond to change. Workday's applications serve industries such as financial services, healthcare, higher education, state and local government, and professional services. For example, Workday provides supply chain and inventory solutions to healthcare organizations, allowing them to purchase, stock, track, and replenish their inventory to help support patient care. In addition, higher education institutions can deploy Workday's solutions to manage the end-to-end student and faculty lifecycle. Workday also enables its partner ecosystem to build industry-specific solutions. With Workday Extend, customers and their developers can build custom applications that can accommodate their unique industry business needs, complete with the same experience, security model, and reliability of the native applications offered by Workday.

### **Product Development**

At Workday, innovation is a core value. Our culture encourages out-of-the-box thinking and creativity, which enables us to create applications designed to change the way people work. Our architecture enables us to deploy our solutions rapidly to meet evolving business needs. We invest a significant percentage of our resources in product development and are committed to rapidly building and/or acquiring new applications and solutions. Our product development organization is responsible for product design, development, testing, and certification. We focus our efforts on developing new applications and core technologies, as well as further enhancing the usability, functionality, reliability, security, performance, and flexibility of existing applications. To grow our unified suite of Workday applications, we primarily invest in research and development, but we also selectively acquire companies that are consistent with our design principles, existing product set, corporate strategy, and company culture. We also manage a portfolio of strategic investments through Workday Ventures, our strategic investment arm. We invest primarily in enterprise cloud technology companies that we believe are digitally transforming their industries, improving customer experiences, helping us expand our solution ecosystem or supporting other corporate initiatives. We plan to continue making these types of strategic investments as opportunities arise that we find attractive.

### **Human Capital**

Workday was founded with the idea of putting people at the center of enterprise software, which is why employees are our number one core value. As of January 31, 2024, our global workforce consisted of approximately 18,800 employees in 32 countries, of which approximately 65% were located in the U.S. and 35% were located internationally. We consider our relations with our employees to be very good. Our Chief People Officer, in partnership with our Chief Diversity Officer, is responsible for developing and executing Workday's human capital strategy, including programs focused on total rewards; belonging and diversity; and employee development, engagement, and wellbeing. Our Chief People Officer and CEO regularly update our Board of Directors and Compensation Committee on human capital matters and seek their input on subjects such as succession planning, executive compensation, and our company-wide equity programs.

#### ***Total Rewards***

Our compensation philosophy is designed to establish and maintain a fair and flexible compensation program that attracts and rewards talented individuals who possess the skills necessary to support our near-term objectives, create long-term value for our stockholders, grow our business, and assist in the achievement of our strategic goals. We believe that providing employees with competitive pay, ownership in the company, and a wide range of benefits is fundamental to employees feeling valued, motivated, and recognized for their contributions. Equity ownership is a key element of our compensation program, allowing employees to share in Workday's successes and aligning the interests of our employees with our stockholders. Additionally, our total rewards package includes a cash bonus program, an employee stock purchase plan, healthcare and retirement benefits, paid time off, family leave, and other wellness programs. We also offer specialized benefits such as a holistic global mental and emotional health program, onsite and virtual healthcare resources, a financial wellness program, and support for fertility options and new parents, as well as reimbursement of adoption costs.

#### ***Our Commitment to Pay Parity***

We believe that all employees deserve to be paid fairly and equitably and be afforded an equal chance to succeed. We have a market-based pay structure that compares our roles to those of our peers in each region. This process helps ensure we pay according to the market value of the jobs we offer. We also have processes in place to make pay decisions based on internally consistent and fair criteria. Each year, we conduct a company-wide pay equity analysis to help ensure pay equity between men and women as well as a US-based analysis with respect to employees of different ethnicities. If we identify differences in pay, we research those differences and, where appropriate, make adjustments to employees' pay.

### ***Belonging and Diversity***

We strive to be a workplace where all employees are valued for their unique perspectives and where we all collectively contribute to Workday’s success and innovation. Belonging and Diversity (“B&D”) helps us cultivate an equitable and inclusive environment for all. Whether it’s through creating resources and initiatives that enable and strengthen our culture, building inclusive products and technology, or hiring and developing diverse talent, our vision is to Value Inclusion, Belonging, and Equity (“VIBE”) for all. Our 12 Employee Belonging Councils (“EBCs”) play an integral role in fostering a culture of VIBE. Our EBCs, including Black @ Workday, Military and Veterans, and Workday for People with Disabilities, among others, provide a designated space for members and allies to advance inclusive business initiatives, enable professional development, promote connections, and bring greater visibility to diverse talent, as well as engage in community outreach activities.

As a part of our ongoing commitment to VIBE, we track progress and plan for the future by using our internally developed B&D products and solutions to assess equity and analyze diversity- and inclusion-related data that informs our VIBE strategy. Through these products, we can assess, measure, benchmark, and manage diversity and inclusion as well as empower our leaders to create B&D plans and measure performance and outcomes across areas such as hiring, development, and employee experience. Looking at our diversity data, we continue to make strides in our representation. As of January 31, 2024, women represented 42% of our global employees and 38% of our leadership positions globally, and underrepresented minorities (defined as those who identify as Alaskan native, American Indian, Black, Latinx, Native Hawaiian, Other Pacific Islander, and/or two or more races) represented 14% of our U.S. employees and 10% of our leadership positions in the U.S. We remain focused on increasing gender equity and representation globally, and continuing efforts to support our underrepresented communities.

We believe that talent is everywhere, but opportunity is not. Skills, education, and experience are gained in a variety of ways that are often not recognized in the traditional recruiting process. Talent acquisition at Workday ensures there is intentionality about weaving VIBE throughout our hiring practices to ensure an inclusive and equitable experience for all. We also invest in leading workforce development organizations who provide direct training and employment opportunities for candidates facing barriers to employment through our Opportunity Onramps programs.

### ***Learning and Development***

Our employees tell us they are most engaged when they are continuously being exposed to new things, empowered to build new skills, and able to make an impact. Our employees have instant access to training via several industry-leading learning platforms, which provide our global workforce with convenient, timely access to content from subject matter experts. We offer a number of educational resources, development opportunities, and a support community to guide employees throughout their Workday careers. For example, we developed Career Hub which helps our employees share skills and interests and receive relevant connections, curated learning content, and recommended jobs to help them on their career journeys. Using Workday AI, Career Hub provides workers with suggestions to grow their skills and capabilities and encourages them to build a plan as they explore opportunities for continued career development.

Additionally, to foster a strong culture of compliance and ethics, we conduct annual compliance and ethics training of our Code of Conduct for all employees. In fiscal 2024, we had a 100% completion rate for our annual Code of Conduct training.

### ***Communication and Engagement***

Our culture and how we treat people are paramount at Workday, and we believe that being transparent and facilitating information sharing are key to our success. Workday leverages multiple communication channels to engage and inform employees, including company meetings, town halls, internal websites, and social collaboration tools. We also use Workday Peakon Employee Voice to collect feedback in real time from our employees and turn that feedback into dialog and action. Since we introduced Workday Peakon Employee Voice in fiscal 2022, employees have provided over 486,000 confidential comments on the platform through weekly surveys and 95% of our employees have taken part in at least one survey, which reflects strong engagement by our employees. We receive data points from these surveys that help us identify actions to take to improve our company and our culture.

Buoyed by the opportunities offered by our own technology, our talent philosophy puts employees at the center of their own career and performance journey by providing them the tools and framework to further their careers. We have done this by establishing a clear philosophy and set of expectations. Every Workmate receives enablement on our performance and growth philosophy, what’s expected of them, and how to leverage these practices to ensure their own personal success and career growth at Workday. Our talent and performance dashboard provides a snapshot view of performance-related tasks, with a visual summary of goals, feedback, and growth opportunities. Employees can take action to update their contributions, capabilities, career, and connections using the quick links provided in the dashboard.

### ***Health, Safety, and Wellbeing***

At Workday, we take a holistic approach to our employees' health and wellbeing and have created programs that focus on four core dimensions: Physical; Mental and Emotional; Financial; and Social and Flex. These programs go beyond traditional medical benefits and wellness offerings and allow employees to focus on their personal wellness goals as well as their mental health.

Our hybrid work model provides flexibility for our employees to work from home, while still bringing people together to foster collaboration and innovation. We offer new remote-based employees a stipend to enable them to have a comfortable work-from-home environment. To help keep health and mental wellness top of mind, we offer a series of programs and communications focused on mental health. These included tools and resources related to sleep, healthy eating, and mindfulness, as well as enhancements to our Employee Assistance Program to, among other things, facilitate timely access to culturally responsive mental health support for employees and their family members.

Our Global Workplace Safety team supports the traditional corporate areas of employee health and safety and physical security for Workday on a global scale. From the workplace to work-related travel, we strive to keep our employees safe with programs including safety awareness training, emergency response protocols, and our ergonomics and life safety team programs.

### ***Giving and Doing***

In support of our efforts to give back to the communities where we live and work and to further our culture, our employees donate time and expertise as mentors and volunteers to help close the skills gap. On top of our strategic, company-led social impact and employee volunteerism efforts, we also believe that giving back is even more rewarding when people get to make an impact through their favorite causes. We encourage and support employee giving and volunteering through programs such as our charitable donation matching gift program, our paid time off benefit for employees to volunteer and give back to their communities, and our team volunteer experience, where employee teams of five or more can volunteer with a charity partner of their choice and receive grants of up to \$5,000.

### **Customers**

We primarily sell to medium-sized and large, global organizations that span numerous industry categories, including professional and business services, financial services, healthcare, education, government, technology, media, retail, and hospitality.

We have built a company culture centered around customer success and satisfaction. As part of their subscription, customers are provided support services and tools to enhance their experience with Workday applications. This includes 24/7 support; training; a Customer Success Management group to assist customers in production; and Workday Community, an online portal where customers can collaborate and share knowledge and best practices. Additionally, we offer extensive customer training opportunities and a professional services ecosystem of experienced Workday consultants and system integrators to help customers achieve a timely adoption of Workday and enable them to enhance the value of our applications over the life of their subscription.

### **Sales and Marketing**

We sell our subscription contracts and related services globally, primarily through our direct sales organization, which consists of field sales and field sales support personnel. The Workday Field Sales team is aligned by geography, industry, and/or customer size. We also segment our sales teams into two distinct groups: those focused on landing new customer relationships, and those focused on expanding our relationship within our existing customers. We generate customer leads, accelerate sales opportunities, and build brand awareness through our marketing programs and strategic relationships. Our marketing programs largely target senior business leaders, including CFOs, CHROs, and CIOs.

Our sales strategy is focused on both adding new customers and on growing our relationships with our existing customers to expand the adoption of our suite of solutions over time. As our customers realize the benefits of our entire suite of service offerings, we aim to upgrade the customers' experience with new products and features, and gain additional subscriptions by targeting new functional areas and business units. Additionally, by extending our go-to-market capabilities globally, we aim to grow our business by selling to new customers in new regions.

## **Partner Ecosystem**

As a core part of our strategy, we have developed and continue to grow a global ecosystem of partners to both broaden and complement our application offerings and to provide services designed to meet the complex needs of our customers both large and small. These relationships include independent software vendors, technology partners, and system integrators, who help deliver technology solutions and expertise to support our joint customers, as well as less traditional partners such as benefits brokers, who help introduce our solutions to their customers. Our growing ecosystem of partners helps accelerate our customers' digital transformation initiatives. The Workday Marketplace allows customers to find solutions built on Workday's platform that meet their specific needs, including trusted solutions from Workday-certified partners. We have also expanded existing relationships with Automatic Data Processing, Inc. ("ADP") and Alight to enable a more streamlined experience for payroll administrators and with Amazon Web Services, Inc. ("AWS") and Google Cloud to accelerate innovation and time to value for our customers. Our Industry Accelerator program combines Workday partners, solutions, and services to help speed cloud transformation efforts for banking, healthcare, insurance, and technology companies.

## **Seasonality**

We have experienced seasonality in terms of when we enter into customer agreements for our services. Historically, we have signed a significantly higher percentage of agreements with new customers, as well as renewal agreements with existing customers, in the fourth quarter of each fiscal year due to customer buying patterns. Although these seasonal factors are common in the technology industry, historical patterns should not be considered a reliable indicator of our future sales activity or performance.

## **Competition**

The overall market for enterprise application software is rapidly evolving, highly competitive, and subject to changing technology, shifting customer needs, and frequent introductions of new products. We currently compete with large, well-established, enterprise software vendors, such as Oracle Corporation ("Oracle") and SAP SE ("SAP"). We also face competition from other enterprise software vendors, from regional competitors that only operate in certain geographic markets, and from vendors of specific applications that address only one or a portion of our applications, some of which offer cloud-based solutions. These vendors include Anaplan, Inc.; ADP; Coupa Software Inc.; Dayforce, Inc.; Infor, Inc.; Microsoft Corporation; and UKG Inc.

In addition, other cloud companies that provide services in different markets may develop applications or acquire companies that operate in our target markets, and some potential customers may elect to develop their own internal applications. However, the domain and industry expertise that is required for a successful solution in the areas of financial management, HCM, and analytics may inhibit new entrants that are unable to invest the necessary capital to accurately address global requirements and regulations. We expect continued consolidation in our industry that could lead to significantly increased competition.

We believe the principal competitive factors in our markets include:

- level of customer satisfaction and quality of customer references;
- speed to deploy and ease of use;
- breadth and depth of application functionality;
- total cost of ownership and flexibility of payment terms;
- brand awareness and reputation;
- adaptive technology platform;
- capability for configuration, integration, security, scalability, and reliability of applications;
- operational excellence to ensure system availability, scalability, and performance;
- ability to innovate and rapidly respond to customer needs;
- domain and industry expertise in applicable laws and regulations;
- size of customer base and level of user adoption;
- customer confidence in financial stability and future viability; and
- ability to integrate with legacy enterprise infrastructure and third-party applications.

We believe that we compete favorably based on these factors. Our ability to remain competitive will largely depend on our ongoing performance in product development and customer support.

For more information regarding the competitive risks we face, see "Risk Factors" included in Part I, Item 1A of this report.



## **Intellectual Property**

We rely on a combination of trade secrets, patents, copyrights, and trademarks, as well as contractual protections, to establish and protect our intellectual property rights. We require our employees, contractors, consultants, suppliers, and other third parties to enter into confidentiality and proprietary rights agreements, and we control access to software, documentation, and other proprietary information. Although we rely on intellectual property rights, including trade secrets, patents, copyrights, and trademarks, as well as contractual protections and controls to establish and protect our proprietary rights, we believe that factors such as the technological and creative skills of our personnel; creation of new products, features, and functionality; and frequent enhancements to our applications are more essential to establishing and maintaining our technology leadership position.

## **Governmental Regulation**

As a public company with global operations, we are subject to various federal, state, local, and foreign laws and regulations. These laws and regulations, which may differ among jurisdictions, include, among others, those related to financial and other disclosures, accounting standards, privacy and data protection, intellectual property, AI ethics and machine learning, corporate governance, tax, government contracting, trade, antitrust, employment, immigration and travel, import/export, and anti-corruption. The costs to comply with these governmental regulations are not material to the understanding of our business. For a further discussion of the risks associated with government regulations that may materially impact us, see “Risk Factors” included in Part I, Item 1A of this report.

## **Available Information**

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and other filings with the Securities and Exchange Commission (“SEC”), and all amendments to these filings, can be obtained free of charge from our website at [www.workday.com/sec-filings](http://www.workday.com/sec-filings). The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at [www.sec.gov](http://www.sec.gov). Workday also uses its [blogs.workday.com](http://blogs.workday.com) website as a means of disclosing material non-public information and for complying with its disclosure obligations under Regulation FD. Information contained on or accessible through any website reference herein is not part of, or incorporated by reference in, this Form 10-K, and the inclusion of such website addresses is as inactive textual references only. Workday, the Workday logo, VIBE, Peakon, Zimit, VNDLY, and Opportunity Onramps are trademarks of Workday, Inc., which may be registered in the United States and elsewhere. Other trademarks, service marks, or trade names appearing in this report are the property of their respective owners.

## ITEM 1A. RISK FACTORS

*Investing in our securities involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this report, including the consolidated financial statements and the related notes included elsewhere in this Annual Report on Form 10-K, before making an investment decision. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that materially and adversely affect our business. If any of the following risks actually occurs, our business operations, financial condition, operating results, and prospects could be materially and adversely affected. The market price of our securities could decline due to the materialization of these or any other risks, and you could lose part or all of your investment.*

### Summary of Risk Factors

The following summary provides an overview of the material risks we are exposed to in the normal course of our business activities. This risk factor summary does not contain all of the information that may be important to you, and you should read these together with the more detailed discussion of risks set forth following this section, as well as elsewhere in this Annual Report on Form 10-K under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” Additional risks beyond those summarized below, or discussed elsewhere in “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” may apply to our activities or operations as currently conducted or as we may conduct them in the future, or to the markets in which we currently operate or may in the future operate. Consistent with the foregoing, we are exposed to a variety of risks, including those associated with the following:

- any compromise of our information technology systems or security measures (including of our critical suppliers and service partners), or the unauthorized access of customer or user data;
- any slowdown or failure of our technical operations infrastructure, including our data centers and computing infrastructure operated by third parties, or the impact of service outages or delays in the deployment of our applications, or the failure of our applications to perform properly;
- privacy concerns and evolving domestic or foreign laws and regulations;
- the impact of continuing global economic and geopolitical volatility;
- any loss of key employees or the inability to attract, develop, and retain highly skilled employees;
- our ability to compete effectively in the intensely competitive markets in which we participate;
- our reliance on our network of partners to drive additional growth of our revenues;
- exposure to risks inherent to sales to customers outside the United States or with international operations;
- any dissatisfaction of our users with the deployment, training, and support services provided by us and our partners;
- the fluctuation of our quarterly results;
- our ability to realize a return on our current development efforts or offer new features, enhancements, and modifications to our products and services, and our ability to realize a return on the investments we have made toward entering new markets and new lines of business;
- delays in the reflection of downturns or upturns in new sales in our operating results associated with long sales cycles and our subscription model;
- our ability to predict the rate of customer subscription renewals or adoptions;
- new and evolving technologies such as AI;
- any adverse litigation results;
- our ability to successfully integrate our applications with third-party technologies;
- our ability to realize the expected business or financial benefits of company, employee, or technology acquisitions;
- any failure to protect our intellectual property rights or any lawsuits against us for alleged infringement of third-party proprietary rights;
- government contracts and related procurement regulations;
- our existing and future debt obligations; and
- the limited ability of third parties to influence corporate matters due to our dual class structure and to seek a merger, tender offer, or proxy contest due to Delaware law and provisions in our organizational documents.

## **Risks Related to Our Business and Industry**

***Any slowdown or failure in our technical operations infrastructure or applications may subject us to liabilities and adversely affect our reputation and operating results.***

We have experienced significant growth in the number of users, transactions, and data that our operations infrastructure supports. If we do not accurately predict our infrastructure requirements or fail to adapt and scale, we may experience service outages or delays, or significant increases in operating costs, which may adversely affect our business and operating results.

We have experienced, and may in the future experience, defects, system disruptions, outages, and other performance problems, including the failure of our applications to perform properly. These problems may be caused by a variety of factors, including infrastructure and software or code changes, vendor issues, software and system defects, human error, viruses, worms, security attacks (internal and external), fraud, spikes in customer usage, and denial of service issues. All of these issues may result in increased operational costs, delays in new feature rollouts, customer loss, reputational damage, and legal or regulatory liability, including liability under customer contracts or for losses suffered by our customers.

Such issues have, and may in the future, result in certain parties having unauthorized access to data. For example, in November 2023, we discovered that an issue in our product affecting certain customers resulted in document notifications and PDF documents being sent to unintended recipients within the same organization. Because of the large amount of data that we collect and process in our systems, and the sensitive nature of such data, it is possible that these issues could result in significant disruption, data loss or corruption, or cause the data to be incomplete or contain inaccuracies that our customers and other users regard as significant.

Furthermore, our financial management application is essential to our and our customers' financial planning, reporting, and compliance programs. Any interruption in our service may affect the availability, accuracy, or timeliness of such programs and as a result could damage our reputation, cause our customers to terminate their use of our applications, require us to issue refunds for prepaid and unused subscription services, require us to compensate our customers for certain losses, and prevent us from gaining additional business from current or future customers. In addition, because we use Workday's financial management application, any problems that we experience with financial reporting and compliance could be negatively perceived by prospective or current customers and negatively impact demand for our applications.

Our insurance policies, including our errors and omissions insurance, may be inadequate or may not be available in the future on acceptable terms, or at all, to protect against claims and other legal actions arising from breaches of our contracts, disruptions in our service, including those caused by cybersecurity incidents, failures or disruptions to our infrastructure, catastrophic events and disasters, or otherwise. In addition, our policy may not cover all claims made against us and defending a suit, regardless of its merit, could be costly and divert management's attention.

***We depend on data centers and other infrastructure operated by third parties, as well as internet availability, and any disruption in these operations could adversely affect our business and operating results.***

We host our applications and serve our customers and users globally from data centers operated by third parties and rely upon third-party hosted infrastructure partners to operate certain aspects of our services. We control our applications and data but we do not control the facilities, operations, and physical security of these locations. Disruption of or interference at our data centers or hosted infrastructure partners has and could in the future impact our operations and our business could be adversely impacted. For example, we have experienced disruptions at certain of our data centers in the U.S. due to high temperatures and power outages that resulted in a brief temporary outage of our services for a subset of our customers. Our data center and hosted infrastructure partner facilities may also be subject to cybersecurity breaches, capacity constraints, financial difficulties, break-ins, sabotage, intentional acts of vandalism and similar misconduct, natural catastrophic events, as well as local administrative actions, changes to legal or permitting requirements, and litigation to stop, limit, or delay operations.

Furthermore, our customers and other users access our applications through their internet service providers. If a service provider fails to provide sufficient capacity to support our applications or otherwise experiences service outages, such failure could interrupt our customers' and other users' access to our applications, which could adversely affect their perception of our applications' reliability and our revenues. In addition, certain countries have implemented or may implement legislative and technological actions that either do or can effectively regulate access to the internet, including the ability of internet service providers to limit access to specific websites or content.

Any changes in third-party service levels at data centers or at our hosted infrastructure partners, or any errors, defects, disruptions, or other performance problems with our applications or the infrastructure on which they run, including internet infrastructure, could adversely affect our reputation and may damage our customers' or other users' stored files or result in lengthy interruptions in our services. Interruptions in our services might adversely affect our reputation and operating results, cause us to issue refunds or service credits to customers, subject us to potential liabilities, result in contract terminations, or adversely affect our renewal rates.

***The extent to which the continuing global economic and geopolitical volatility, and any resulting effect on customer spending, will continue to impact our business, financial condition, and operating results will depend on future developments, which are highly uncertain and difficult to predict.***

We operate on a global scale, and as a result, our business and revenues are impacted by global economic and geopolitical conditions. Global economic developments, geopolitical volatilities, downturns or recessions, and global health crises may negatively affect us or our ability to accurately forecast and plan our future business activity. In addition, geopolitical volatilities, including the Russia-Ukraine and Israel-Hamas conflicts, have led and could lead to further economic disruption. Any sustained adverse impacts from these and other recent macroeconomic events could materially and adversely affect our business, financial condition, operating results, and earnings guidance that we may issue from time to time, which could have a material effect on the value of our Class A common stock.

Our future revenues rely on continued demand by existing customers and the acquisition of new customers who may be subject to economic hardship due to recent macroeconomic events, including concerns about inflation or the interest rate environment, and may delay or reduce their enterprise software spending to preserve capital and liquidity. In connection with recent macroeconomic events, we have experienced and may continue to experience delays in purchasing decisions from existing and prospective customers, increased demand for price concessions and delayed payment terms, and a reduction in customer demand. Our business, financial condition, and operating results may be negatively impacted in future periods due to the prolonged impacts of recent macroeconomic events, which may not be fully reflected in our operating results and overall financial performance until future periods.

To the extent recent macroeconomic events adversely affect our business, financial condition, and operating results, it may also have the effect of heightening many of the other risks described in this “Risk Factors” section.

***We may lose key employees or be unable to attract, train, and retain highly skilled employees.***

Our success and future growth depend largely upon the continued services of our executive officers, other members of senior management, and other key employees. Effective February 1, 2024, the start of our fiscal 2025, in accordance with an established succession plan, Aneel Bhusri stepped down from his role as Co-CEO and assumed the role of Executive Chair, and Carl Eschenbach, formerly Co-CEO alongside Mr. Bhusri, assumed the role of sole CEO. We do not have employment agreements with our executive officers or other key personnel that require them to continue to work for us for any specified period, and they could terminate their employment with us at any time. Key employee changes have the potential to disrupt our business, impact our ability to preserve our culture, negatively affect our ability to attract and retain talent, or otherwise have a serious adverse effect on our business and operating results.

To execute our growth plan, we must attract, enable, and develop highly qualified talent. Our ability to compete and succeed in a highly competitive environment is directly correlated to our ability to recruit and retain highly skilled employees, especially in the areas of product development, cybersecurity, senior sales executives, and engineers with significant experience in designing and developing software and internet-related services, including in the areas of AI. The expansion of our sales infrastructure, both domestically and internationally, is necessary to grow our customer base and business. Our business may be adversely affected if our efforts to attract and enable new members of our direct sales force do not generate a corresponding increase in revenues. We have experienced, and we expect to continue to experience, significant competition in hiring and retaining employees with appropriate qualifications.

We must also continue to retain and motivate existing employees through our compensation practices, company culture, and career development opportunities. Further, our current and future office environments, such as our current hybrid work policies, may not meet the expectations of our employees or prospective employees, and may amplify challenges in recruiting. We believe that a critical component of our success has been our corporate culture and our core values. As we continue to grow and change, we may find it difficult to maintain our corporate culture among a larger number of employees who are dispersed throughout various geographic regions. Additionally, we and many of our stakeholders expect to have a corporate culture that embraces diversity and inclusion, and any inability to attract and retain diverse and qualified personnel may harm our corporate culture and our ability to innovate. Failure to maintain or adapt our culture could negatively affect our ability to attract new personnel or to retain our current personnel and our business and future growth prospects could be adversely affected.

***The markets in which we participate are intensely competitive, and if we do not compete effectively, our operating results could be adversely affected.***

The markets for enterprise cloud applications are highly competitive, with relatively low barriers to entry for some applications or services. Some of our competitors are larger and have greater name recognition, significantly longer operating histories, access to larger customer bases, larger marketing budgets, and significantly greater resources to devote to the development, promotion, and sale of their products and services than we do. This may allow our competitors to respond more effectively than us to new or emerging technologies and changes in market conditions.

Our primary competitors are Oracle and SAP, well-established providers of financial management and HCM applications, which have long-standing relationships with customers and partners. Some customers may be hesitant to switch vendors or to adopt cloud applications such as ours and may prefer to maintain their existing relationships with competitors. We also face competition from other enterprise software vendors, from regional competitors that only operate in certain geographic markets, and from vendors of specific applications that address only one or a portion of our applications, some of which offer cloud-based solutions. These vendors include, without limitation: Anaplan, Inc., ADP, Coupa Software Inc., Dayforce, Inc., Infor, Inc., Microsoft Corporation, and UKG Inc. In order to take advantage of customer demand for cloud applications, legacy vendors are expanding their cloud applications through acquisitions, strategic alliances, and organic development. In addition, other cloud companies that provide services in different target markets or industries may develop applications or acquire companies that operate in our target markets or industries, and some potential customers may elect to develop their own internal applications. As the market matures and as existing and new market participants introduce new types of technologies and different approaches that enable organizations to address their HCM and financial needs, we expect this competition to intensify in the future.

Furthermore, our current or potential competitors may be acquired by, or merge with, third parties with greater available resources and the ability to initiate or withstand substantial price competition. Our competitors may also establish cooperative relationships among themselves or with third parties that may further enhance their offerings or resources. Many of our competitors also have major distribution agreements with consultants, system integrators, and resellers and such partners may prefer to maintain their existing relationships with competitors. With the introduction of new technologies, such as generative AI, we expect competition to intensify in the future. If our competitors' products, services, or technologies become more accepted than our products, if they are successful in bringing their products or services to market earlier than ours, or if their products or services are more technologically capable than ours, then our revenues could be adversely affected. In addition, our competitors may offer their products and services at a lower price, or may offer price concessions, delayed payment terms, financing terms, or other terms and conditions that are more enticing to potential customers. Due to the complex nature of implementing financial management solutions, the lifecycle of the contracts for such solutions tends to be long. Therefore, if we lose a current customer to a competitor or fail to secure a prospective customer for financials management solutions, there is a long duration before we will be able to approach that customer again with our sales efforts for such solutions. Pricing pressures and increased competition could result in reduced sales, reduced margins, losses, or a failure to maintain or improve our competitive market position, any of which could adversely affect our business and operating results.

***We rely on our network of partners to drive additional growth of our revenues, and if these partners fail to perform, our ability to sell and distribute our products may be impacted, and our operating results and growth rate may be harmed.***

Our strategy for additional growth depends, in part, on sales generated through our network of partners and professional services provided by our partners. If the operations of these partners are disrupted, including as a direct or indirect result of recent macroeconomic conditions, our own operations may suffer, which could adversely impact our operating results. Identifying partners, and negotiating and documenting relationships with them, requires significant time and resources, and we cannot ensure that these partnerships will result in increased customer adoption or usage of our applications or increased revenue. We may be at a disadvantage if our competitors are effective in providing incentives to our current or potential partners to favor their products or services or to prevent or reduce subscriptions to our services, or in negotiating better rates or terms with such partners, particularly in international markets where our potential partners may have existing relationships with our competitors. In addition, acquisitions of our partners by our competitors could end our strategic relationship with such acquired partner and result in a decrease in the number of our current and potential customers.

Our partner training and educational programs may not be effective or utilized consistently by partners. New partners may require extensive training and/or may require significant time and resources to achieve productivity. Changes to our direct go-to-market models may cause friction with our partners and may increase the risk in our partner ecosystem. The actions of our partners may subject us to lawsuits, potential liability, and reputational harm if, for example, any of our partners misrepresent the functionality of our products to customers, fail to perform services to our customers' expectations, or violate laws or our corporate policies. In addition, our partners may utilize our platform to develop products and services that could potentially compete with products and services that we offer currently or in the future. Concerns over competitive matters or intellectual property ownership could constrain these partnerships. If we fail to effectively manage and grow our network of partners, maintain good relationships with our partners, or properly monitor the quality and efficacy of their service delivery, or if our partners do not effectively market and sell our subscription services, use greater efforts to market and sell their own products or services or those of our competitors, or fail to meet the needs or expectations of our customers, our ability to sell our products and efficiently provide our services may be impacted, and our operating results and growth rate may be harmed.

***Sales to customers outside the United States or with international operations expose us to risks inherent in global operations.***

The growth of our business and future prospects depends on our ability to increase our sales outside of the United States as a percentage of our total revenues. Operating globally requires significant resources and management attention and subjects us to regulatory, economic, and political risks that are different from those in the United States. Our investments and efforts to further expand internationally may not be successful in creating additional demand for our applications outside of the United States or in effectively selling subscriptions to our applications in all of the markets we enter. Risks associated with doing business on a global scale that could adversely affect our business, include:

- the need to develop, localize, and adapt our applications and customer support for specific countries;
- the need to successfully develop and execute on a localized go-to-market strategy;
- the need to adhere to local laws and regulations, including those related to data localization, privacy, and anti-corruption;
- difficulties in appropriately staffing and managing foreign operations and providing appropriate compensation for local markets;
- difficulties in leveraging executive presence and maintaining company culture globally;
- different pricing environments, longer sales cycles, and longer trade receivables payment cycles, and collections issues;
- new and different sources of competition;
- potentially weaker protection for intellectual property and other legal rights than in the United States and practical difficulties in enforcing intellectual property and other rights;
- laws, customs, and business practices favoring local competitors;
- restrictive governmental actions focused on cross-border trade, such as import and export restrictions, duties, quotas, tariffs, trade disputes, and barriers or sanctions, that may prevent us from offering certain portions of our products or services to a particular market, may increase our operating costs or may subject us to monetary fines or penalties;
- compliance challenges related to the complexity of multiple, conflicting, and changing governmental laws and regulations, including employment, tax, privacy, intellectual property, and data protection laws and regulations;
- increased compliance costs related to government regulatory reviews or audits, including those related to international cybersecurity and environmental, social, and governance (“ESG”) requirements;
- increased financial accounting and reporting burdens and complexities;
- the effects of currency fluctuations on our revenues and expenses and customer demand for our services;
- restrictions on the transfer of funds;
- adverse tax consequences and tax rulings; and
- unstable economic and political conditions.

Any of the above factors may negatively impact our ability to sell our applications and offer services globally, reduce our competitive position in foreign markets, increase our costs of global operations, reduce demand for our applications and services from global customers, or subject us to legal or regulatory liability. Additionally, the majority of our international costs are denominated in local currencies and we anticipate that over time an increasing portion of our sales contracts may be outside the U.S. and will therefore be denominated in local currencies. Fluctuations in the value of foreign currencies, which may be amplified by macroeconomic events, may impact our operating results when translated into U.S. dollars. Such fluctuations may also impact our ability to predict our future results accurately. If we are not able to successfully hedge against the risks associated with foreign currency fluctuations, our financial condition and operating results could be adversely affected.

***Our business could be adversely affected if our users are not satisfied with the deployment, training, and support services provided by us and our partners.***

Implementation of our applications may be technically complicated because they are designed to enable complex and varied business processes across large organizations, integrate data from a broad and complex range of workflows and systems, and may involve deployment in a variety of environments. Incorrect or improper implementation or use of our applications could result in customer and user dissatisfaction and harm our business and operating results.

In order for our customers to successfully implement our applications, they need access to highly skilled and trained service professionals. Third parties provide a majority of deployment services for our customers, but professional services may also be performed by our own staff or by a combination of the two. If customers are not satisfied with the quality and timing of work performed by us or a third party or with the type of professional services or applications delivered, or if we or a third party have not delivered on commitments made to our customers, then we could incur additional costs to address the situation, the revenue recognition of the contract could be impacted, and the dissatisfaction with our services could damage our ability to expand the applications subscribed to by our customers. Negative publicity related to our customer relationships, regardless of its accuracy, may further damage our business by affecting our ability to compete for new business with current and prospective customers both domestic and abroad.

Customers and other users also depend on our support organization to provision the environments used by our customers and to resolve technical issues relating to our applications. Increased demand for these services, without corresponding revenues, could increase costs and adversely affect our operating results. Failure to maintain high-quality technical support and training, or a market perception that we do not maintain high-quality support or training, could adversely affect our reputation, our ability to offer and sell our applications, our renewal rates, and our business and operating results.

***Our future success depends on the rate of customer subscription renewals, and our revenues or operating results could be adversely impacted if we do not achieve renewals at expected rates or on anticipated terms.***

Our customers have no obligation to renew their subscriptions for our applications after the expiration of either the initial or renewed subscription period. Our customers' renewal rates may decline or fluctuate as a result of a number of factors, including their level of satisfaction with our applications and pricing, their awareness and adoption of the benefits and features of our applications, their ability to continue their operations and spending levels, reductions in their headcount, and the evolution of their business. If our customers do not renew their subscriptions for our applications on similar pricing terms or renew for fewer elements of our applications, our revenues may decline, and we may not be able to meet our revenue projections, which could negatively impact our business and the market price of our Class A common stock.

Our future success also depends, in part, on our ability to sell additional products to our current customers, and the success rate of such endeavors is difficult to predict, especially with regard to any new lines of business that we may introduce from time to time. This may require increasingly costly marketing and sales efforts that are targeted at senior management, and if these efforts are not successful, our business and operating results may suffer. Additionally, acquisitions of our customers by other companies have led, and could continue to lead, to cancellation of our contracts with those customers, thereby reducing the number of our existing and potential customers.

***The use of new and evolving technologies in our offerings at Workday, including AI, may result in reputational harm and increased litigation.***

We are increasingly building AI into Workday's core and specific offerings. As with many cutting-edge innovations, these technologies can present new risks and challenges. A quickly evolving legal and regulatory environment may cause us to incur increased research and development costs, or divert resources from other development efforts, to address social, ethical, and other issues related to AI. Furthermore, existing laws and regulations may apply to us in new ways, the nature and extent of which are difficult to predict and subject to change over time. The risks and challenges presented by these technologies could undermine public confidence in AI, which could slow its adoption and affect our business. Many of our products are powered by AI, some of which include the use of large language models and generative AI, for use cases that could potentially impact human, civil, privacy, or employment rights and dignities. Our developers are also experimenting with the use of large language models provided by third parties for domain-specific use cases, and at this stage the line between developers and deployers of these technologies, including their respective responsibilities and liabilities, is unclear. Our failure to accurately identify and address our responsibilities and liabilities in this uncertain environment, and adequately address relevant ethical and social issues that may arise with such technologies and use cases, as well as failure by others in our industry, or actions taken by our customers, employees, or end users (including misuse of these technologies), could negatively affect the adoption of our solutions and subject us to reputational harm, regulatory action, or litigation, which may harm our financial condition and operating results. We already are defending against a lawsuit alleging that our products and services enable discrimination, and although we believe that such claims lack merit, and we succeeded in our initial motion to dismiss the claims, legal proceedings can be lengthy, expensive, and disruptive to our operations (particularly where, as in the present litigation, Plaintiff may seek to also litigate against certain of Workday's customers). We may be subject to other litigation and regulatory actions that may cause financial, competitive, and developmental impacts, and could lead to legal liability. In addition, regardless of outcome, these types of claims could cause reputational harm to our brand. Our employees, customers, or customers' employees who are dissatisfied with our public statements, policies, practices, or solutions related to the development and use of AI may express opinions that could introduce reputational or business harm, or cease their relationship with us.

***Our quarterly results may fluctuate significantly and may not fully reflect the underlying performance of our business.***

Our quarterly operating results, including our revenues, subscription revenue backlog, operating margin, profitability, and cash flow, may vary significantly in the future and period-to-period comparisons of our operating results may not be meaningful. Accordingly, the results of any one quarter should not be relied upon as an indication of future performance. Additionally, we typically sign a significantly higher percentage of agreements with new customers as well as renewal agreements with existing customers in the fourth quarter of each year, and this year-over-year compounding effect in billing patterns causes the value of invoices that we generate in the fourth quarter to continually increase in proportion to our billings in the other three quarters of our fiscal year.

Our quarterly financial results may fluctuate as a result of a variety of factors, including the risks described in this “Risk Factors” section, many of which are outside of our control, and as a result, may not fully reflect the underlying performance of our business. The extent to which recent macroeconomic events could continue to impact our operating results will depend on future developments, which are highly uncertain and difficult to predict. Fluctuations in our quarterly results and related impacts to any earnings guidance we may issue from time to time, including any modification or withdrawal thereof, may negatively impact the value of our securities.

***If we are not able to realize a return on our current development efforts or offer new features, enhancements, and modifications to our services that are desired by current or potential customers, our business and operating results could be adversely affected.***

Developing software applications and related enhancements, features, and modifications is expensive, and the investment in product development often involves a long return on investment cycle. Accelerated application introductions and short application life cycles require high levels of expenditures that could adversely affect our operating results if not offset by revenue increases, and we believe that we must continue to dedicate a significant amount of resources to our development efforts to maintain our competitive position. However, we may not receive significant revenues from these investments for several years, if at all. If we are unable to provide new features, enhancements to user experience, and modifications in a timely and cost-effective manner that achieve market acceptance, align with customer expectations, and that keep pace with rapid technological developments and changing regulatory landscapes, it may negatively impact our customer renewal rates, limit the market for our solutions, or impair our ability to attract new customers and our business and operating results could be adversely affected. For example, AI is propelling advancements in technology, but if we fail to innovate and keep up with advancements in AI technology, if Workday AI solutions fail to operate as expected or do not meet customer expectations, or if we do not have sufficient access to development resources and the technologies required to build and improve our applications, such as the datasets required to train our AI models, our business and reputation may be harmed.

***If we fail to develop and maintain widespread positive awareness of our brand, our business may suffer.***

We believe that developing and maintaining widespread positive awareness of our brand is critical to our growth. However, brand promotion activities may not generate the customer awareness or increased revenues we anticipate, and even if they do, any increase in revenues may not offset the significant expenses we incur in building our brand.

If we fail to successfully promote and maintain positive awareness of our brand, or we fail to expand positive awareness of our newer solutions or products, we may fail to attract or retain customers necessary to realize a sufficient return on our brand-building efforts, or to achieve the widespread positive brand awareness that is critical for broad customer adoption of our applications and for the end user experience. Any unfavorable publicity or perception of our brand or our applications could negatively impact our ability to attract and retain customers and also make it more difficult to hire and retain employees.

***If we are unable to successfully integrate our applications with a variety of third-party technologies, our business and operating results could be adversely affected.***

We depend on relationships with third-party technology and content providers and other key suppliers, and are also dependent on third parties for the license of certain software and development tools that are incorporated into or used with our applications or used to help improve our own internal systems, processes, or controls. For example, we leverage software and services for development tools and to deliver applications from many third-party suppliers including AWS and Google LLC. If the operations of these third parties are disrupted, our own operations may suffer, which could adversely impact our operating results. Additionally, if we are unsuccessful in establishing or maintaining our relationships with these third parties, or if the quality of their products or performance is inadequate, our ability to compete in the marketplace or to grow our revenues could be impaired and our operating results may suffer.

To the extent that our applications depend upon the successful integration and operation of third-party software in conjunction with our software, any undetected errors or defects in this third-party software, as well as cybersecurity threats or attacks related to such software could prevent the deployment or impair the functionality of our applications, delay new application introductions, result in a failure of our applications, result in increased costs, including warranty and other related claims from customers, and injure our reputation.



As Workday Mobile becomes increasingly important to Workday's customer experience, we also need to continuously modify and enhance our applications to keep pace with changes in third-party internet-related hardware, iOS, Android, other mobile-related operating systems, platforms, and technologies, and other third-party software, communication, browser, and database technologies, as well as with customer expectations. Any failure of our applications to operate effectively with future network platforms and other third-party technologies, or changes in such technologies that degrade the functionality of our products or give preferential treatment to competitive services, could reduce the demand for our applications, result in customer and end user dissatisfaction, and adversely affect our business and operating results.

***We have acquired, and may in the future acquire, other companies, employee teams, or technologies, which could divert our management's attention, result in additional indebtedness or dilution to our stockholders, and otherwise disrupt our operations and adversely affect our operating results.***

We have acquired, and may in the future acquire, other companies, employee teams, or technologies to complement or expand our applications, enhance our technical capabilities, obtain personnel, or otherwise offer growth opportunities. The pursuit of acquisitions may divert the attention of management, disrupt ongoing business, and cause us to incur various expenses in identifying, investigating, and pursuing suitable acquisitions, whether or not they are consummated.

These impacts may continue through integration activities. Moreover, we may be unable to complete proposed transactions timely or at all due to a failure to obtain any necessary funding to complete an acquisition in a timely manner or on favorable terms, the failure to obtain required regulatory or other approvals, litigation, or other disputes, which may obligate us to pay a termination fee. We also may not achieve the anticipated benefits from an acquisition due to a number of factors, including:

- inability or difficulty integrating the intellectual property, technology infrastructure, and operations of the acquired business, including difficulty in addressing security risks of the acquired business;
- inability to retain key personnel or challenges in integrating the workforce from the acquired company, including the inability to maintain our culture and values;
- acquisition-related costs, liabilities, or tax impacts, some of which may be unanticipated;
- difficulty in leveraging the data of the acquired business if it includes personal data;
- a failure to maintain the information systems of an acquired business, which could increase the risk of a security breach of such system;
- a failure to implement, restore, or maintain controls, procedures, or policies at the acquired company and an increased risk of non-compliance;
- multiple product lines or service offerings as a result of our acquisitions that are offered, priced, and supported differently, as well as the potential for such acquired product lines and service offerings to impact the profitability of existing products;
- the opportunity cost of diverting management and financial resources away from other products, services, and strategic initiatives;
- difficulties and additional expenses associated with synchronizing product offerings, customer relationships, and contract portfolio terms and conditions between Workday and the acquired business;
- unknown liabilities or risks associated with the acquired businesses, including those arising from existing contractual obligations or litigation matters;
- adverse effects on our brand or existing business relationships with business partners and customers as a result of the acquisition, including integrating acquired technologies and a delay in market acceptance of and difficulty in transitioning new and existing customers to acquired product lines or services;
- potential write-offs of acquired assets and potential financial and credit risks associated with acquired customers;
- inability to maintain relationships with key customers, suppliers, and partners of the acquired business;
- difficulty in predicting and controlling the effect of integrating multiple acquisitions concurrently;
- lack of experience in new markets, products, or technologies;
- difficulty in integrating operations and assets of an acquired foreign entity with differences in language, culture, or country-specific currency and regulatory risks;
- the inability to obtain (or a material delay in obtaining) regulatory approvals necessary to complete transactions or to integrate operations, or potential remedies imposed by regulatory authorities as a condition to or following the completion of a transaction, which may include divestitures, ownership or operational restrictions or other structural or behavioral remedies; and
- the failure of strategic acquisitions to perform as expected or to meet financial projections, which may be heightened due to recent macroeconomic events and market volatility.

In addition, a significant portion of the purchase price of companies we acquire may be allocated to acquired goodwill and other intangible assets, which must be assessed for impairment at least annually. In the future, if our acquisitions do not yield expected returns, we may be required to take charges to our operating results based on this impairment assessment process, which could adversely affect our operating results. Moreover, we may experience additional or unexpected changes in how we are required to account for our acquisitions pursuant to U.S. generally accepted accounting principles (“GAAP”), including arrangements that we may assume in an acquisition.

Acquisitions could also result in use of substantial portions of our available cash, which may limit other potential uses of cash, and dilutive issuances of equity securities or the issuance of debt, which could adversely affect our operating results. If we finance acquisitions by issuing debt, we could face constraints related to the terms of and repayment obligation related to the incurrence of such indebtedness. In addition, if an acquired business fails to meet our expectations, our business, financial condition, and operating results may suffer.

***If we are not able to realize a return on the investments we have made toward entering new markets and new lines of business, our business and operating results could be adversely affected.***

We continue to seek opportunities to enter into new markets and/or new lines of business, some of which we may have very limited or no experience in. As an entrant to new markets and new lines of business, we may not be effective in convincing prospective customers that our solutions will address their needs, and we may not accurately estimate our infrastructure needs, human resource requirements, or operating expenses with regard to these new markets and new lines of business. We may also fail to accurately anticipate adoption rates of these new lines of business or their underlying technology. Also, we may not be able to properly price our solutions in these new markets, which could negatively affect our ability to sell to customers. Furthermore, customers in these new markets or of the new lines of business may demand more features and professional services, which may require us to devote even greater research and development, sales, support, and professional services resources to such customers. If we fail to generate adequate revenues from these new markets and lines of business, or if we fail to do so within the envisioned timeframe, it could have an adverse effect on our business, financial condition, and operating results.

***Catastrophic or climate-related events may disrupt our business.***

Our corporate headquarters are located in Pleasanton, California, and we have data centers located in the United States, Canada, and Europe. The west coast of the United States contains active earthquake zones and the southeast is subject to seasonal hurricanes or other extreme weather conditions. Additionally, we rely on internal technology systems, our website, our network, and third-party infrastructure and enterprise applications, which are located in a wide variety of regions, for our development, marketing, operational support, hosted services, and sales activities. In the event of a major earthquake, hurricane, or other natural disaster, or a catastrophic event such as fire, power loss, telecommunications failure, vandalism, civil unrest, cyber-attack, geopolitical instability, war, terrorist attack, insurrection, pandemics or other public health emergencies, or the effects of climate change (such as drought, flooding, heat waves, wildfires, increased storm severity, and sea level rise), we may be unable to continue our operations and have, and may in the future, endure system interruptions, and may experience delays in our product development, lengthy interruptions in our services, breaches of data security, and loss of critical data, all of which could cause reputational harm or otherwise have an adverse effect on our business and operating results. In addition, the impacts of climate change on the global economy and our industry are rapidly evolving. We may be subject to increased regulations, reporting requirements, standards, or stakeholder expectations regarding climate change that may impact our business, financial condition, and operating results.

***Our aspirations and disclosures related to ESG matters expose us to risks that could adversely affect our reputation and performance.***

The positions we take on ESG matters, human capital management initiatives, and ethical issues from time to time may impact our brand, reputation, or ability to attract or retain customers. In particular, our brand and reputation are associated with our public commitments to environmental sustainability (including our science-based targets), strong corporate governance practices, equality, inclusivity, and ethical use, and any perceived changes in our dedication to these commitments could impact our relationships with potential and current customers, employees, stockholders, and other stakeholders. These commitments reflect our current plans and aspirations and are not guarantees that we will be able to achieve them. Our failure to accomplish or accurately track and report on these goals on a timely basis, or at all, could adversely affect our reputation, financial performance, and growth, and expose us to increased scrutiny from the investment community as well as enforcement authorities.

Our ability to achieve any ESG objective is subject to numerous risks, many of which are outside of our control. Examples of such risks include:

- the availability and cost of low- or non-carbon-based energy sources;
- the evolving regulatory requirements affecting ESG standards or disclosures;
- the ability of suppliers to meet our sustainability, diversity, and other ESG standards;
- our ability to recruit, develop, and retain diverse talent in our labor markets;
- the availability and cost of high-quality verified emissions reductions and renewable energy credits; and
- the ability to renew existing or execute on new virtual power purchase agreements.

Standards for tracking and reporting ESG matters continue to evolve. In addition, our processes and controls may not always comply with evolving standards for identifying, measuring, and reporting ESG metrics, including ESG-related disclosures that may be required of public companies by the SEC or other regulatory bodies, and such standards may change over time, which could result in significant revisions to our current goals, reported progress in achieving such goals, or ability to achieve such goals in the future. It is likely that increasing regulatory requirements and regulatory scrutiny related to ESG matters will continue to expand globally and result in higher associated compliance costs. Further, we may rely on data and calculations provided by third parties to measure and report our ESG metrics and if the data input or calculations are incorrect or incomplete, our brand, reputation, and financial performance may be adversely affected.

If our ESG practices do not align with or meet evolving investor or other stakeholder expectations and standards, then our reputation, our ability to attract or retain employees, and our attractiveness as an investment, business partner, acquirer, or service provider could be negatively impacted. Further, our failure or perceived failure to pursue or fulfill our goals and objectives or to satisfy various reporting standards on a timely basis, or at all, could have similar negative impacts or expose us to government enforcement actions and private litigation.

### **Risks Related to Cybersecurity, Data Privacy, and Intellectual Property**

*If our information technology systems are compromised or unauthorized access to customer or user data is otherwise obtained, our applications may be perceived as not being secure, our operations may be disrupted, our applications may become unavailable, customers and end users may reduce the use of or stop using our applications, and we may incur significant liabilities.*

Our applications involve the storage and transmission of our customers' and other users' sensitive and proprietary information, including personal or identifying information regarding our customers, their employees, job candidates, customers, prospectus, and suppliers, as well as financial, accounting, health, and payroll data. Additionally, our operations and the availability of the services we provide also depend on our information technology systems. As a result, a compromise of our applications or systems, or unauthorized access to, acquisition, use, tampering, release, alteration, theft, loss, or destruction of sensitive data, or unavailability of data or our applications, has and could disrupt our operations or impact the availability or performance of our applications; expose us and our customers to regulatory obligations and enforcement actions, litigation, investigations, remediation and indemnity obligations, or supplemental disclosure obligations; damage our reputation and brand; or result in loss of customer, consumer, and partner confidence in the security of our applications, an increase in our insurance premiums, loss of authorization under the Federal Risk and Authorization Management Program ("FedRAMP") or other authorizations, impairment to our business, and other potential liabilities or related fees, expenses, or loss of revenues.

The financial and personnel resources we employ to implement and maintain security measures, including our information security risk insurance policy, may not be sufficient to address our security needs. The security measures we have in place vary in maturity across the organization and may not be sufficient to protect against security risks, preserve our operations and services and the integrity of customer and personal information, and prevent data loss, misappropriation, and other security breaches. Our logging may also not be sufficient to fully investigate the scope of an incident. Our information systems may be compromised by computer hackers, employees, contractors, or vendors, as well as software bugs, human error, technical malfunctions, or other malfeasance.

Cybersecurity threats and attacks are often targeted at companies such as ours and may take a variety of forms ranging from individuals or groups of security researchers, including those who appear to offer a solution to a vulnerability in exchange for some compensation, to sophisticated hacker organizations, including state-sponsored actors who may launch coordinated attacks, such as retaliatory cyber attacks stemming from the Russia-Ukraine conflict. In the normal course of business, we are and have been the target of malicious cyber-attack attempts and have experienced other security events. As our market presence grows, we face increased risks of cybersecurity attack or other security threats. Key cybersecurity risks range from viruses, worms, ransomware, and other malicious software programs, to phishing attacks, to exploitation of software bugs or other defects, to targeted attacks against cloud services and other hosted software, to exploitation of unmanaged software or systems, any of which can result in a compromise of our applications or systems and the data we store or process, disclosure of Workday confidential information and intellectual property, production downtimes, reputational harm, and an increase in costs to the business. As the techniques used to obtain unauthorized access or sabotage systems change frequently, are becoming increasingly sophisticated and complex, and often are not identified until they are launched against a target, and because evidence of unauthorized activity may not have been captured or retained, or may be proactively destroyed by unauthorized actors, we may be unable to anticipate these attacks, assess the true impact they may have on our business and operations, or to implement adequate preventative measures. Future cyber-attacks and other security events may have a significant or material impact on our business and operating results.

There may also be attacks targeting any vulnerabilities in our applications, internally built infrastructure, enhancements, and updates to our existing offerings, or in the many different underlying networks and services that power the internet that our products depend on, most of which are not under our control or the control of our vendors, partners, or customers. Systems and processes designed to protect our applications, systems, software, and data, as well as customer data and other user data, and to prevent data loss and detect security breaches, may not be effective against all cybersecurity threats or perceived threats. We have been subject to such incidents, including through third-party service providers and in connection with acquisitions we have made. In addition, our software development practices have not and may not identify all potential privacy or security issues, and inadvertent disclosures of data have occurred and may occur.

Additionally, remote work and resource access, including our hybrid work model, has and may continue to result in an increased risk of cybersecurity-related events such as phishing attacks, exploitation of any cybersecurity flaws that may exist, an increase in the number of cybersecurity threats or attacks, and other security challenges as a result of our employees and our service providers continuing to work remotely from non-corporate managed networks.

Furthermore, we have acquired or partnered with a number of companies, products, services, and technologies over the years, and incorporated third-party products, services, and technologies into our own products and services. Addressing security issues associated with acquisitions, partnerships, incorporated technologies, and our supply chain requires significant resources, and we have inherited and may in the future inherit additional risks upon integration with or use by Workday. In addition, if a high-profile security breach occurs with respect to an industry peer, our customers and potential customers may generally lose trust in the security of financial management, spend management, human capital management, planning, or analytics applications, or in cloud applications for enterprises in general. Any or all of these issues could negatively affect our ability to attract new customers, cause existing customers to elect to terminate or not renew their subscriptions, result in reputational damage, cause us to pay remediation and indemnity costs and/or issue service credits or refunds to customers for prepaid and unused subscription services, or result in lawsuits, regulatory fines, or other action or liabilities, any of which could adversely affect our business and operating results.

We rely on sophisticated information systems and technology, including those provided by third parties, for the secure collection, processing, transmission, storage of confidential, proprietary, and personal information, and to support our business operations and the availability of our applications. In the past several years, supply chain attacks have increased in frequency and severity. As we are both a provider and consumer of information systems and technology, we are at higher risk of being impacted either directly or indirectly by these attacks. The control systems, cybersecurity program, infrastructure, physical facilities of, and personnel associated with third parties that we rely on are beyond our control. The audits we periodically conduct of some of our third-party vendors do not guarantee the security of and may be unable to prevent security events impacting the information technology systems of third parties that are part of our supply chain or that provide valuable services to us, which have resulted and could result in the unauthorized access to data of Workday, our employees, our customers, our third-party partners, or other end users; acquisition, destruction, alteration, use, tampering, release, unavailability, theft or loss of confidential, proprietary, or personal data of Workday, our employees, our customers, our third party partners, or other end users; or the disruption of our operations and our ability to conduct our business or the availability of our applications; or could otherwise adversely affect our business, financial condition, operating results, or reputation.

***Privacy concerns, evolving regulation of cloud computing, cross-border data transfer, and other domestic or foreign laws and regulations may reduce the adoption of our applications, result in significant costs and compliance challenges, and adversely affect our business and operating results.***

Legal requirements related to collecting, storing, handling, and transferring personal data are rapidly evolving at both the national and international level in ways that require our business to adapt to support customer compliance. As the regulatory focus on privacy intensifies worldwide, and jurisdictions increasingly consider and adopt privacy laws, the potential risks related to managing personal data by our business may grow. In addition, possible adverse interpretations of existing privacy-related laws and regulations by governments in countries where our customers operate, as well as the potential implementation of new legislation, could impose significant obligations in areas affecting our business or prevent us from offering certain services in jurisdictions where we operate.

Following the European Union's ("EU") passage of the General Data Protection Regulation ("GDPR"), which became effective in May 2018, the global data privacy compliance landscape has grown increasingly complex, fragmented, and financially relevant to business operations. As a result, our business faces current and prospective risks related to increased regulatory compliance costs, government enforcement actions and/or financial penalties for non-compliance, and reputational harm. For example, a new EU-U.S. Data Privacy Framework ("DPF") is in place under which EU data can legally be transferred to the United States. However, it is expected to face legal challenges. Until challenges to the DPF make their way through the court system, uncertainty may continue about the legal requirements for transferring customer personal data to and from Europe, an integral process of our business that remains governed by, and subject to, GDPR requirements. Failure to comply with the GDPR data processing requirements by either ourselves or our subcontractors could lead to regulatory enforcement actions, which can result in monetary penalties of up to 4% of worldwide revenue, private lawsuits, reputational damage, and loss of customers. Other countries such as Russia, China, and India have also passed laws imposing varying degrees of restrictive data residency requirements. Regulatory developments in the United States present additional risks. For example, the California Consumer Privacy Act ("CCPA") took effect on January 1, 2020, and the California Privacy Rights Act ("CPRA"), which expands upon the CCPA, came into effect on January 1, 2023. The CCPA and CPRA give California consumers, including employees, certain rights similar to those provided by the GDPR, and also provide for statutory damages or fines on a per violation basis that could be very large depending on the severity of the violation. Numerous states have enacted, or are considering, privacy laws as well, creating a patchwork of state laws that may create compliance challenges. Furthermore, the U.S. Congress is considering numerous privacy bills, and the U.S. Federal Trade Commission continues to fine companies for unfair or deceptive data protection practices and may undertake its own privacy rulemaking exercise. In addition to government activity, privacy advocacy and other industry groups have established or may establish various new, additional, or different self-regulatory standards that customers may require us to adhere to and which may place additional burdens on us. Increasing sensitivity of individuals to unauthorized processing of personal data, whether real or perceived, and an increasingly uncertain trust climate has and may continue to create a negative public reaction to technologies, products, and services such as ours or otherwise expose us to liability.

Taken together, the costs of compliance with and other obligations imposed by data protection laws and regulations may require modification of our services, limit use and adoption of our services, reduce overall demand for our services, lead to significant fines, penalties, or liabilities for noncompliance, or slow the pace at which we close sales transactions, or otherwise cause us to modify our operations, any of which could harm our business. The perception of privacy concerns, whether or not valid, may inhibit the adoption, effectiveness, or use of our applications or otherwise impact our business. Compliance with applicable laws and regulations regarding personal data may require changes in services, business practices, or internal systems that result in increased costs, lower revenue, reduced efficiency, or greater difficulty competing with foreign-based firms which could adversely affect our business and operating results.

***Any failure to protect our intellectual property rights domestically and internationally could impair our ability to protect our proprietary technology and our brand.***

Our success and ability to compete depend in part upon our intellectual property. We rely on patent, copyright, trade secret and trademark laws, trade secret protection, and confidentiality or license agreements with our employees, customers, suppliers, partners, and others to protect our intellectual property rights. However, the steps we take to protect our intellectual property rights may be inadequate. We have patent applications pending in the United States and throughout the world, but we may be unable to obtain patent protection for the technology covered in our patent applications. In addition, any patents issued to us in the future may not provide us with competitive advantages or may be successfully challenged by third parties. Furthermore, legal standards relating to the validity, enforceability, and scope of protection of intellectual property rights are uncertain. Despite our precautions, it may be possible for unauthorized third parties, including those affiliated with state-sponsored actors, to copy or reverse engineer our applications, including with the assistance of insiders, and use information that we regard as proprietary to create products and services that compete with ours. Some license provisions protecting against unauthorized use, copying, transfer, and disclosure of our technology may be unenforceable under the laws of jurisdictions outside the United States. In addition, the laws of some countries do not protect proprietary rights to the same extent as the laws of the United States.

We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with the parties with whom we have strategic relationships and business alliances. These agreements may not be effective in controlling access to and distribution of our applications and proprietary information. Further, these agreements do not prevent our competitors or partners from independently developing technologies that are substantially equivalent or superior to our applications.

We may be required to spend significant resources to monitor and protect our intellectual property rights. Litigation brought to protect and enforce our intellectual property rights could be costly, time-consuming, and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims, and countersuits attacking the validity and enforceability of our intellectual property rights. Our failure to secure, protect, and enforce our intellectual property rights could have a serious adverse effect on our brand and business.

***We may be sued by third parties for alleged infringement of their proprietary rights.***

There is considerable patent and other intellectual property development activity in our industry. Our competitors, as well as a number of other entities and individuals, may own or claim to own intellectual property relating to our industry. From time to time, third parties may claim that our applications and underlying technology infringe or violate their intellectual property rights, even if we are unaware of the intellectual property rights that others may claim cover some or all of our technology or services, and we may be found to be infringing such rights. Any claims or litigation could cause us to incur significant expenses and, if successfully asserted against us, could require that we pay substantial damages or ongoing royalty payments, prevent us from offering our services, require us to change our products, technology, or business practices, or require that we comply with other unfavorable terms. We may also be obligated to indemnify our customers or business partners or pay substantial settlement costs, including royalty payments, in connection with any such claim or litigation and to obtain licenses, modify applications, or refund fees, which could be costly. In addition, we may be sued by third parties who seek to target us for actions taken by our customers, including through the use or misuse of our products. Even if we were to prevail in an intellectual property dispute, any litigation regarding our intellectual property could be costly and time-consuming and divert the attention of our management and key personnel from our business operations. Furthermore, from time to time we may introduce or acquire new products, including in areas where we historically have not competed, which could increase our exposure to patent and other intellectual property claims.

*Some of our applications utilize open source software, and any failure to comply with the terms of one or more of these open source licenses could negatively affect our business.*

Some of our applications include software covered by open source licenses, which may include, by way of example, GNU General Public License and the Apache License. The terms of various open source licenses have not been interpreted by United States courts, and there is a risk that such licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to market our applications. We attempt to avoid adverse licensing conditions in our use of open source software in our products and services. By the terms of certain open source licenses, we could be required to release the source code of our proprietary software, and to make our proprietary software available under open source licenses, if we combine our proprietary software with open source software in a certain manner. In the event that portions of our proprietary software are determined to be impacted by an open source license, we could be required to publicly release the affected portions of our source code, re-engineer all or a portion of our technologies, or otherwise be limited in the licensing of our technologies, each of which could reduce or eliminate the value of our technologies and services. In addition, the open source license terms for future versions of open source software that we use might change, requiring us to pay for a commercial license or re-engineer all or a portion of our technologies. In addition to risks related to license requirements, usage of open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on the origin of the software. Many of the risks associated with usage of open source software cannot be eliminated and could negatively affect our business.

#### **Risks Related to Legal and Regulatory Matters**

*Unfavorable laws, regulations, interpretive positions, or standards governing new and evolving technologies that we incorporate into our products and services could result in significant cost and compliance challenges and adversely affect our business and operating results.*

Some of our products and services, such as Workday's People Experience, Talent Optimization, and Financial product suites, currently utilize or will utilize new and evolving technologies such as AI. The overall regulatory environment governing these types of technologies is likely to evolve as government interest in these technologies increases. Regulation of these technologies, as well as other technologies that we utilize in our products and services, also varies greatly among international, federal, state, and local jurisdictions and is subject to significant uncertainty. Governments and agencies domestic and abroad may in the future change or amend existing laws, or adopt new laws, regulations, or guidance, or take other actions which may severely impact the permitted uses of our technologies. Any failure by us to comply with applicable laws, regulations, guidance, or other rules could result in costly litigation, penalties, or fines. In addition, these regulations and any related enforcement actions could establish and further expand our obligations to customers, individuals, and other third parties with respect to our products and services, limit the countries in which such products and services may be used, restrict the way we structure and operate our business, require us to divert development and other resources, and reduce the types of customers and individuals who can use our products and services. Furthermore, our customers may operate in foreign jurisdictions, including countries in which we don't operate, and may be subject to additional laws and regulations outside the scope of our products. Increased regulation and oversight of products or services which utilize or rely on these technologies may result in costly compliance burdens or otherwise increase our operating costs, detrimentally affecting our business. These new technologies could subject us to additional litigation brought by private parties, which could be costly, time-consuming, and distracting to management and could result in substantial expenses and losses.

*Adverse litigation results could have a material adverse impact on our business.*

We are regularly involved with claims, suits, purported class or representative actions, and may be involved in regulatory and government investigations and other proceedings, involving competition, intellectual property, data security and privacy, bankruptcy, tax and related compliance, labor and employment, commercial disputes, and other matters. Such claims, suits, actions, regulatory and government investigations, and other proceedings can impose a significant burden on management and employees, could prevent us from offering one or more of our applications, services, or features to others, could require us to change our technology or business practices, or could result in monetary damages, fines, civil or criminal penalties, reputational harm, or other adverse consequences. Adverse outcomes in some or all of these claims may result in significant monetary damages or injunctive relief that could adversely affect our ability to conduct our business. The litigation and other claims are subject to inherent uncertainties and management's view of these matters may change in the future. A material adverse impact in our consolidated financial statements could occur for the period in which the effect of an unfavorable outcome becomes probable and reasonably estimable.

***We are subject to risks related to government contracts and related procurement regulations, which may adversely impact our business and operating results.***

Our contracts with federal, state, local, and foreign government entities are subject to various procurement regulations and other requirements relating to their formation, administration, performance, and termination, which could adversely impact our business and operating results. Government certification requirements applicable to our platform, including FedRAMP, may change and, in doing so, restrict our ability to sell into the governmental sector until we have attained the full or revised certification. These laws and regulations provide public sector customers various rights, many of which are not typically found in commercial contracts. For instance, the process of evaluating potential conflicts of interest and developing necessary provisions and contract clauses, where needed, may delay or prevent Workday from being awarded certain U.S. federal government contracts.

Additionally, we have obtained authorization under FedRAMP, which allows us to enter into the U.S. federal government market. Such certification is subject to rigorous compliance and if we lose our certification, it could inhibit or preclude our ability to contract with certain U.S. federal government customers. In addition, some customers may rely on our authorization under FedRAMP to help satisfy their own legal and regulatory compliance requirements and our failure to maintain FedRAMP authorization would result in a breach under public sector contracts obtained on the basis of such authorization. This could subject us to liability, result in reputational harm, and adversely impact our financial condition or operating results.

We may be subject to audits and investigations relating to our government contracts, and any violations could result in various civil and criminal penalties and administrative sanctions, including termination of contracts, refunding or suspending of payments, forfeiture of profits, payment of fines, and suspension or debarment from future government business. In addition, such contracts may provide for delays, interruptions, or termination by the government at any time, with or without cause, which may adversely affect our business and operating results and impact other existing or prospective government contracts.

***Unanticipated tax laws or any change in the application of existing tax laws to us or our customers and unanticipated changes in our effective tax rate may adversely impact our profitability and financial results.***

We operate and are subject to taxes in the United States and numerous other jurisdictions throughout the world. Changes to federal, state, local, or international tax laws on income, sales, use, indirect, or other tax laws, statutes, rules, regulations, or ordinances on multinational corporations are currently being considered by the United States and other countries where we do business. These contemplated legislative initiatives include, but are not limited to, changes to transfer pricing policies and definitional changes to permanent establishment that could be applied solely or disproportionately to services provided over the internet. These contemplated tax initiatives, if finalized and adopted by countries, may ultimately impact our effective tax rate and could adversely affect our sales activity resulting in a negative impact on our operating results and cash flows.

In addition, existing tax laws, statutes, rules, regulations, or ordinances could be interpreted, changed, modified, or applied adversely to us (possibly with retroactive effect), which could require us to pay additional tax amounts, fines or penalties, and interest for past amounts. Existing tax laws, statutes, rules, regulations, or ordinances could also be interpreted, changed, modified, or applied adversely to our customers (possibly with retroactive effect), which could require our customers to pay additional tax amounts with respect to services we have provided, fines or penalties, and interest for past amounts. If we are unsuccessful in collecting such taxes from our customers, we could be held liable for such costs, thereby adversely impacting our operating results and cash flows. If our customers must pay additional fines or penalties, it could adversely affect demand for our services.

Significant judgment is often required in the determination of our worldwide provision for (benefit from) income taxes. Our effective tax rate could be impacted by changes in the valuation of deferred tax assets and liabilities and our ability to utilize them. We are also subject to tax examinations and it is possible that the final determination of any examinations will have an adverse effect on our operating results or financial position.



## Risks Related to Financial Matters

***Because we encounter long sales cycles when selling to large customers and we recognize subscription services revenues over the term of the contract, downturns or upturns in new sales will not be immediately reflected in our operating results and may be difficult to discern.***

We generally recognize subscription services revenues over time as services are delivered to the customer, which typically occurs over a period of three years or longer. As a result, most of the subscription services revenues we report in each quarter are derived from the recognition of unearned revenue relating to subscriptions entered into during previous quarters. Consequently, a decline in new or renewed subscription contracts in any single quarter may not be reflected in our revenue results for that quarter but will negatively impact our revenue in future quarters. Additionally, because much of our sales efforts are targeted at large enterprise customers, we may face greater costs, longer sales cycles, less predictability in completing some of our sales, and varying deployment timeframes.

Our typical sales cycles for new customers are six to twelve months but can extend for eighteen months or more, and we expect that this lengthy sales cycle may continue or expand as customers increasingly adopt applications across our platform. We have seen and may continue to see instances of increased scrutiny from existing and prospective customers and the lengthening of certain sales cycles. Longer sales cycles could cause our operating and financial results to suffer in a given period. Accordingly, the effect of significant downturns in sales and market acceptance of new applications, as well as potential changes in our pricing policies or rate of renewals, may not be fully reflected in our operating results until future periods. Additionally, we may be unable to adjust our cost structure to reflect any such changes in revenues. As a result, increased growth in the number of our customers could result in our recognition of more costs than revenues in the earlier periods of the terms of our agreements. Our subscription model also makes it difficult for us to rapidly increase our revenues through additional sales in any period, as subscription services revenues from new customers generally are recognized over the applicable subscription term. Furthermore, our subscription-based model is largely based on the size of our customers' employee headcount. Therefore, the addition or loss of employees by our customers, including any significant reductions in force by our customers, or customer insolvencies resulting from severe economic hardship, could have an impact on our subscription services revenues in any given period. Should there be any prolonged decrease in our customers' headcounts, we could experience reduced subscription services revenues upon renewal or potentially outside of the renewal period, which could materially impact our business and operating results in any given period.

***We have a history of cumulative losses, and we may not sustain profitability on a GAAP basis in the future.***

Until recently, we had incurred significant net losses on a GAAP basis since our inception in 2005 and our quarterly operating results may fluctuate in the future. We expect our operating expenses to increase in the future due to substantial investments we have made and continue to make to acquire new customers and develop our applications, anticipated increases in sales and marketing expenses, employee headcount growth expenses, product development expenses, operations costs, and general and administrative costs. If our revenue growth does not meet estimates, we may not be able to adjust our spending quickly enough to avoid an adverse impact on our financial results, and therefore we may incur losses on a GAAP basis in the future. Furthermore, to the extent we are successful in increasing our customer base, we may incur net losses in the acquisition period because some costs associated with acquiring customers are incurred up front, while subscription services revenues are generally recognized ratably over the terms of the agreements, which are typically three years or longer. You should not consider any prior period GAAP-profitability and growth in revenues as indicative of our future performance. We cannot ensure that we will continue to achieve or sustain GAAP profitability in the future.

***Our current and future indebtedness may adversely affect our financial condition and operating results.***

In April 2022, we issued \$3.0 billion aggregate principal amount of senior notes, consisting of \$1.0 billion aggregate principal amount of 3.500% notes due April 1, 2027 ("2027 Notes"), \$750 million aggregate principal amount of 3.700% notes due April 1, 2029 ("2029 Notes"), and \$1.25 billion aggregate principal amount of 3.800% notes due April 1, 2032 ("2032 Notes," and together with the 2027 Notes and the 2029 Notes, "Senior Notes"). Additionally, in April 2022, we entered into a credit agreement ("2022 Credit Agreement") which provides for a revolving credit facility in an aggregate principal amount of \$1.0 billion. As of January 31, 2024, we had no outstanding revolving loans under the 2022 Credit Agreement.

We may incur substantial additional debt in the future, some of which may be secured debt. It is possible that we will not be able to repay this indebtedness when due or refinance this indebtedness on acceptable terms or at all.

In addition, our indebtedness could, among other things:

- make it difficult for us to pay other obligations;
- make it difficult to obtain favorable terms for any necessary future financing for working capital, capital expenditures, debt service requirements, or other purposes;
- adversely affect our liquidity and result in a material adverse effect on our financial condition upon repayment of the indebtedness;

- require us to dedicate a substantial portion of our cash flow from operations to service and repay the indebtedness, reducing the amount of cash flow available for other purposes;
- limit our flexibility in planning for and reacting to changes in our business;
- increase our vulnerability to the impact of adverse economic conditions, including rising interest rates (which can make refinancing existing indebtedness more difficult or costly); and
- negatively impact our credit rating, which could limit our ability to obtain additional financing in the future and adversely affect our business.

Our Senior Notes and 2022 Credit Agreement also impose restrictions on us and require us to maintain compliance with specified covenants. For example, our 2022 Credit Agreement includes a financial covenant that requires us to maintain a specific leverage ratio. Our ability to comply with these covenants may be affected by events beyond our control. If we breach any of the covenants and do not obtain a waiver from the lenders, then, subject to applicable cure periods, any outstanding indebtedness may be declared immediately due and payable. Any required repayment of our debt as a result of a fundamental change or other acceleration would lower our current cash on hand such that we would not have those funds available for use in our business.

***We are subject to risks associated with our equity investments, including partial or complete loss of invested capital, and significant changes in the fair value of this portfolio could adversely impact our financial results.***

We invest in early to late stage companies for strategic reasons and to support key business initiatives, and we may not realize a return on our equity investments. Many such companies generate net losses and the market for their products, services, or technologies may be slow to develop or never materialize. These companies are often dependent on the availability of later rounds of financing from banks or investors on favorable terms to continue their operations. The financial success of our investment in any company is typically dependent on a liquidity event, such as a public offering, acquisition, or other favorable market event reflecting appreciation to the cost of our initial investment. The capital markets for public offerings and acquisitions are dynamic and the likelihood of liquidity events for the companies we have invested in has and could further deteriorate, which could result in a loss of all or a substantial part of our investment in these companies. Additionally, instability in the global banking system has created bank-specific and broader financial institution liquidity risks and concerns, which may have an adverse impact on the companies we have invested or may invest in.

Further, valuations of non-marketable equity investments are inherently complex due to the lack of readily available market data and the anticipated valuation at the time of our investment may not meet our expectations. In addition, we may experience additional volatility to our results of operations due to changes in market prices of our marketable equity investments and the valuation and timing of observable price changes or impairments of our non-marketable equity investments. Volatility in the global market conditions, including recent economic disruptions, inflation, and ongoing volatility in the public equity markets, may impact our equity investments. This volatility could be material to our results in any given quarter and may cause our stock price to decline. In addition, our ability to mitigate this volatility and realize gains on investments may be impacted by our contractual obligations to hold securities for a set period of time. For example, to the extent a company we have invested in undergoes an initial public offering (“IPO”), we may be subject to a lock-up agreement that restricts our ability to sell our securities for a period of time after the public offering or otherwise impedes our ability to mitigate market volatility in such securities.

***We may discover weaknesses in our internal controls over financial reporting, which may adversely affect investor confidence in the accuracy and completeness of our financial reports and consequently the market price of our securities.***

As a public company, we are required to design and maintain proper and effective internal controls over financial reporting and to report any material weaknesses in such internal controls. Section 404 of the Sarbanes-Oxley Act of 2002 requires that we evaluate and determine the effectiveness of our internal controls over financial reporting and provide a management report on the internal controls over financial reporting, which must be attested to by our independent registered public accounting firm. If we have a material weakness in our internal controls over financial reporting, we may not detect errors on a timely basis and our financial statements may be materially misstated.

The process of compiling the system and processing documentation necessary to perform the evaluation needed to comply with Section 404 is challenging and costly. As we grow our operations and personnel, we will need to continue to improve our operational, financial, and management controls as well as our reporting systems and procedures. In the future, we may not be able to complete our evaluation, testing, and any required remediation in a timely fashion. If we identify material weaknesses in our internal controls over financial reporting, if we are unable to comply with the requirements of Section 404 in a timely manner, if we are unable to assert that our internal controls over financial reporting are effective, or if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal controls over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our securities could be negatively affected, and we could become subject to investigations by the Financial Industry Regulatory Authority, the SEC, or other regulatory authorities, which could require additional financial and management resources. In addition, because we use Workday's financial management application, any problems that we experience with financial reporting and compliance could be negatively perceived by prospective or current customers, and negatively impact demand for our applications.

#### **Risks Related to Ownership of Our Class A Common Stock**

##### ***Our Co-Founders have control over key decision making as a result of their control of a majority of our voting stock.***

As of January 31, 2024, our Co-Founder and CEO Emeritus David Duffield, together with his affiliates, held voting rights with respect to approximately 44 million shares of Class B common stock and 1 million shares of Class A common stock. As of January 31, 2024, our Co-Founder and Executive Chair, Aneel Bhusri, together with his affiliates, held voting rights with respect to approximately 8 million shares of Class B common stock and 0.3 million shares of Class A common stock. In addition, Mr. Bhusri holds 0.2 million restricted stock units, which will be settled in an equivalent number of shares of Class A common stock. Further, Messrs. Duffield and Bhusri have entered into a voting agreement under which each has granted a voting proxy with respect to certain Class B common stock beneficially owned by him effective upon his death or incapacity as described in our registration statement on Form S-1 filed in connection with our IPO. Messrs. Duffield and Bhusri have each initially designated the other as their respective proxies. Accordingly, upon the death or incapacity of either Mr. Duffield or Mr. Bhusri, the other would individually continue to control the voting of shares subject to the voting proxy. Collectively, the shares described above represent a substantial majority of the voting power of our outstanding capital stock. As a result, Messrs. Duffield and Bhusri have the ability to control the outcome of matters submitted to our stockholders for approval, including the election of directors and any merger, consolidation, or sale of all or substantially all of our assets. As stockholders, even as controlling stockholders, they are entitled to vote their shares in their own interests, which may not always be in the interests of our stockholders generally.

In addition, Mr. Bhusri has the ability to control the management and affairs of our company as a result of his position as a member of our Board of Directors and an officer of Workday. Mr. Bhusri, in his capacity as a board member and officer, however, owes a fiduciary duty to our stockholders and must act in good faith in a manner he reasonably believes to be in the best interests of our stockholders.

##### ***The dual class structure of our common stock has the effect of concentrating voting control with our Co-Founders, as well as with other executive officers, directors, and affiliates, which limits or precludes the ability of non-affiliates to influence corporate matters.***

Our Class B common stock has 10 votes per share and our Class A common stock, which is the stock that is publicly traded, has one vote per share. Stockholders who hold shares of Class B common stock, including our executive officers, directors, and other affiliates, together hold a substantial majority of the voting power of our outstanding capital stock as of January 31, 2024. Because of the ten-to-one voting ratio between our Class B and Class A common stock, the holders of our Class B common stock collectively will continue to control a majority of the combined voting power of our common stock and therefore be able to control all matters submitted to our stockholders for approval until the conversion of all shares of all Class A and Class B shares to a single class of common stock on the date that is the first to occur of (i) October 17, 2032, (ii) such time as the shares of Class B common stock represent less than 9% of the outstanding Class A and Class B common stock, (iii) nine months following the death of both Mr. Duffield and Mr. Bhusri, or (iv) the date on which the holders of a majority of the shares of Class B common stock elect to convert all shares of Class A common stock and Class B common stock into a single class of common stock. This concentrated control will limit or preclude the ability of non-affiliates to influence corporate matters for the foreseeable future.

Future transfers by holders of Class B common stock will generally result in those shares converting to Class A common stock, subject to limited exceptions, such as certain transfers effected for estate planning purposes. The conversion of Class B common stock to Class A common stock will have the effect, over time, of increasing the relative voting power of those holders of Class B common stock who retain their shares in the long term. If, for example, Mr. Duffield and Mr. Bhusri retain a significant portion of their holdings of Class B common stock for an extended period of time, they could, in the future, continue to control a majority of the combined voting power of our Class A common stock and Class B common stock.

***Our stock price has been volatile in the past and may be subject to volatility in the future.***

The trading price of our Class A common stock has historically been volatile and could be subject to wide fluctuations in response to the risks described in this “Risk Factors” section, and other risks which are beyond our control. The factors that have and may in the future affect the trading price of our securities include, but are not limited to:

- guidance regarding our operating results and other financial metrics that we provide to the public, differences between our guidance and market expectations, our failure to meet our guidance, any withdrawal of previous guidance or changes from our historical guidance;
- changes in investor and analyst valuation models for our Class A common stock;
- announcements of technological innovations, new applications or enhancements to services, acquisitions, strategic alliances, or significant agreements by us or by our competitors;
- disruptions in our services due to computer hardware, software, or network problems or any announcements related to security incidents;
- announcements of customer additions and customer cancellations or delays in customer purchases;
- recruitment or departure of key personnel;
- the economy as a whole, political and regulatory uncertainty, and market conditions in our industry and the industries of our customers;
- trading activity by directors, executive officers, and significant stockholders, or the perception in the market that the holders of a large number of shares intend to sell their shares;
- any future issuances of our securities; and
- changes in the amounts or frequency of stock repurchases.

Additionally, the stock markets have at times experienced extreme price and volume fluctuations that have affected and may in the future affect the market prices of equity securities of many companies. These fluctuations have, in some cases, been unrelated or disproportionate to the operating performance of these companies. Further, the trading prices of publicly traded shares of companies in our industry have been particularly volatile and may be very volatile in the future.

In the past, some companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management’s attention from other business concerns, which could harm our business.

***We may not realize the anticipated long-term stockholder value of our share repurchase programs.***

In November 2022, our Board of Directors authorized a program under which we may repurchase up to \$500 million of our outstanding shares of Class A common stock (“2022 Share Repurchase Program”), and in February 2024, the Board of Directors authorized a new program under which we may purchase up to an additional \$500 million of our Class A common stock (“2024 Share Repurchase Program”). The 2022 and 2024 Share Repurchase Programs each have a term of 18 months, but the programs may be modified, suspended, or terminated at any time. Such repurchases may be made through open market transactions, through privately negotiated transactions, or by other means, including through the use of trading plans intended to qualify under Rule 10b5-1, in accordance with applicable securities laws and other restrictions.

Any failure to repurchase stock after we have announced our intention to do so may negatively impact our reputation and investor confidence in us and may negatively impact our stock price.

The existence of the 2022 and 2024 Share Repurchase Programs could cause our stock price to trade higher than it otherwise would and could potentially reduce the market liquidity for our stock. The 2022 and 2024 Share Repurchase Programs may not enhance long-term stockholder value because the market price of our common stock may decline below the levels at which we repurchased shares and short-term stock price fluctuations could reduce the effectiveness of this program.

Repurchasing our common stock will reduce the amount of cash we have available to fund working capital, repayment of debt, capital expenditures, strategic acquisitions or business opportunities, and other general corporate purposes, and we may fail to realize the anticipated long-term stockholder value of the 2022 and 2024 Share Repurchase Programs. Furthermore, the timing and amount of any repurchases, if any, will be subject to liquidity, market and economic conditions, compliance with applicable legal requirements such as Delaware surplus and solvency tests, and other relevant factors.

***Delaware law and provisions in our restated certificate of incorporation and amended and restated bylaws could make a merger, tender offer, or proxy contest difficult, thereby depressing the market price of our Class A common stock.***

Our status as a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law (“DGCL”) may discourage, delay, or prevent a change in control by prohibiting us from engaging in a business combination with an interested stockholder for a period of three years after the person becomes an interested stockholder, even if a change of control would be beneficial to our existing stockholders. In addition, our restated certificate of incorporation and amended and restated bylaws contain provisions that may make the acquisition of Workday more difficult, including the following:

- any transaction that would result in a change in control of our company requires the approval of a majority of our outstanding Class B common stock voting as a separate class;
- our dual class common stock structure, which provides our Co-Founders with the ability to control the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the shares of our outstanding Class A and Class B common stock;
- our Board of Directors is classified into three classes of directors with staggered three-year terms and directors are only able to be removed from office for cause;
- when the outstanding shares of our Class B common stock represent less than a majority of the combined voting power of common stock:
  - certain amendments to our restated certificate of incorporation or amended and restated bylaws will require the approval of two-thirds of the combined vote of our then-outstanding shares of Class A and Class B common stock;
  - our stockholders will only be able to take action at a meeting of stockholders and not by written consent; and
  - vacancies on our Board of Directors will be able to be filled only by our Board of Directors and not by stockholders;
- only our chair of the board, chief executive officer, co-presidents, or a majority of our Board of Directors are authorized to call a special meeting of stockholders;
- certain litigation against us can only be brought in Delaware;
- we will have two classes of common stock until the date that is the first to occur of (i) October 17, 2032, (ii) such time as the shares of Class B common stock represent less than 9% of the outstanding Class A and Class B common stock, (iii) nine months following the death of both Mr. Duffield and Mr. Bhusri, or (iv) the date on which the holders of a majority of the shares of Class B common stock elect to convert all shares of Class A common stock and Class B common stock into a single class of common stock;
- our restated certificate of incorporation authorizes undesignated preferred stock, the terms of which may be established, and shares of which may be issued, without the approval of the holders of Class A common stock; and
- advance notice procedures apply for stockholders to nominate candidates for election as directors or to bring matters before an annual meeting of stockholders.

In addition, Section 203 of the DGCL imposes certain restrictions on mergers, business combinations, and other transactions between us and holders of 15% or more of our common stock, which may discourage, delay, or prevent a change in control of our company.

Furthermore, the change in control repurchase event provisions of our Senior Notes may delay or prevent a change in control of our company, because those provisions allow note holders to require us to repurchase such notes upon the occurrence of a fundamental change or change in control repurchase event.

These anti-takeover defenses could discourage, delay, or prevent a transaction involving a change in control of our company. These provisions could also discourage proxy contests and make it more difficult for stockholders to elect directors of their choosing and to cause us to take other corporate actions they desire, any of which, under certain circumstances, could depress the market price of our securities.

***The exclusive forum provision in our organizational documents may limit a stockholder’s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers, or other employees, which may discourage lawsuits with respect to such claims.***

Our restated certificate of incorporation and our bylaws, to the fullest extent permitted by law, provide that the Court of Chancery of the State of Delaware is the exclusive forum for: any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a claim against us arising pursuant to the DGCL, our restated certificate of incorporation, or our amended and restated bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. There is uncertainty as to whether a court would enforce this exclusive forum provision with respect to claims under the Securities Act. If a court were to find the choice of forum provisions contained in our restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, financial condition, and operating results.

Our bylaws include a provision providing that the federal district courts of the United States of America will, to the fullest extent permitted by law, be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act (“Federal Forum Provision”). Our decision to adopt a Federal Forum Provision followed a decision by the Supreme Court of the State of Delaware holding that such provisions are facially valid under Delaware law. Application of the Federal Forum Provision means that suits brought by our stockholders to enforce any duty or liability created by the Securities Act must be brought in federal court and cannot be brought in state court.

In addition, neither the exclusive forum provision in our restated certificate of incorporation nor the Federal Forum Provision applies to suits brought to enforce any duty or liability created by the Exchange Act. Accordingly, actions by our stockholders to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder must be brought in federal court, and our stockholders will not be deemed to have waived our compliance with the federal securities laws and the regulations promulgated thereunder.

Any person or entity purchasing or otherwise acquiring or holding any interest in any of our securities shall be deemed to have notice of and consented to our exclusive forum provisions, including the Federal Forum Provision. These provisions may limit a stockholders’ ability to bring a claim in a judicial forum of their choosing for disputes with us or our directors, officers, or other employees, which may discourage lawsuits against us and our directors, officers, and other employees.

***We do not intend to pay dividends for the foreseeable future.***

We have never declared nor paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or pay any dividends in the foreseeable future. Consequently, stockholders must rely on sales of their common stock after price appreciation as the only way to realize any future gains on their investment.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

#### **ITEM 1C. CYBERSECURITY**

##### **Risk Management and Strategy**

We recognize the importance of assessing, identifying, and managing material risks associated with cybersecurity threats. These risks include, among other things, operational risks; intellectual property theft; fraud; extortion; harm to employees or customers; violation of privacy or security laws and other litigation and legal risk; and reputational risks. Our process for identifying and assessing material risks from cybersecurity threats operates alongside our broader overall risk assessment process, covering all company risks. As part of this process appropriate disclosure personnel will collaborate with subject matter specialists, as necessary, to gather insights for identifying and assessing material cybersecurity threat risks, their severity, and potential mitigations.

We have implemented a variety of cybersecurity processes, technologies, and controls to aid in our efforts to identify, assess and manage such material risks. Our approach includes: (1) an enterprise risk management program, which includes cybersecurity risks and is periodically refreshed; (2) security and privacy reviews designed to identify risks from many new features, software, and vendors; (3) a vulnerability management program designed to identify hardware and software vulnerabilities; (4) a variety of tools designed to monitor our networks, systems and data for suspicious activity; (5) an internal red team program, which simulates cyber threats, intended to allow us to fix vulnerabilities before threat actors identify them; (6) a threat intelligence program designed to model and research our adversaries; and (7) a variety of privacy, cybersecurity, and incident response trainings and simulations. We leverage industry standard security frameworks, including from the National Institute for Standards in Technology (NIST), the International Organization for Standardization (ISO), and the American Institute of Certified Public Accountants (AICPA), to evaluate our security controls, which vary in maturity across the business and are processes we work to continually improve.

We also maintain a privacy and cybersecurity incident response program to prepare for, detect, respond to and recover from cybersecurity incidents, which include processes to triage, assess severity for, escalate, contain, investigate, and remediate the incident, as well as to comply with potentially applicable legal obligations and mitigate brand and reputational damage. Further, we conduct periodic tabletop exercises to test and fortify the controls of our cybersecurity incident response program. The incident response team assesses the severity and priority of incidents on a rolling basis, with escalations of higher severity cybersecurity incidents provided to our management team. If a cybersecurity incident is determined to be a potentially material cybersecurity incident, our disclosure controls and procedures define the steps to determine materiality and disclose such a material cybersecurity incident.

Our risk management approach is supplemented by external and internal enterprise risk management audits, which are designed to test the effectiveness of our security controls. We conduct penetration testing on a periodic basis and have established an external bug bounty program to allow security researchers to help identify vulnerabilities in our systems before they mature into real-world cybersecurity threats. We also maintain a vendor risk management program designed to identify and mitigate risks associated with third-party service providers, including those in our supply chain and those who have access to our customer or employee data or our systems. This program includes pre-engagement diligence, contractual security and notification provisions, and ongoing monitoring, as appropriate.

We describe whether and how risks from identified cybersecurity threats, including as a result of any previous cybersecurity incidents, have materially affected or are reasonably likely to materially affect us, including our business strategy, financial condition, or results of operations, under the headings *“We depend on data centers and other infrastructure operated by third parties, as well as internet availability, and any disruption in these operations could adversely affect our business and operating results,”* *“If we are unable to successfully integrate our applications with a variety of third-party technologies, our business and operating results could be adversely affected,”* and *“If our information technology systems are compromised or unauthorized access to customer or user data is otherwise obtained, our applications may be perceived as not being secure, our operations may be disrupted, our applications may become unavailable, customers and end users may reduce the use of or stop using our applications, and we may incur significant liabilities”* included as part of our risk factor disclosures included in Item 1A of this report, which disclosures are incorporated by reference herein.

## **Governance**

Our Board of Directors is actively involved in overseeing risks from cybersecurity threats. At least once a year, the Board of Directors discusses our programs and policies related to cybersecurity and risk initiatives and considers them closely both from a risk management perspective and as part of Workday’s business strategy. Additionally, the Board has delegated to our Audit Committee oversight of cybersecurity risks and processes to manage them. Our Audit Committee is comprised entirely of independent directors who regularly evaluate cybersecurity risks.

The materials presented to our Board and Audit Committee include updates on our data security posture, results from third-party assessments, progress towards predetermined risk-mitigation-related goals, our incident response plan, and certain cybersecurity threat risks or incidents and developments, as well as the steps management has taken to respond to such risks. The Board and Audit Committee generally receive materials, including a cybersecurity scorecard and other materials indicating current and emerging cybersecurity threat risks, and describing the company’s ability to mitigate those risks, and discuss such matters with our Chief Information Security Officer (“CISO”). Material cybersecurity threat risks are also considered during separate Board and committee meeting discussions of important matters like enterprise risk management, operational budgeting, business continuity planning, and other relevant matters.

Our CISO leads all aspects of our global cybersecurity program, including the identification, evaluation, and prioritization of security risks, as well as the company's response to material security incidents. Our CISO joined Workday in 2010 and has served as our CISO since April 2018. Our CISO has more than 15 years of experience in cybersecurity and information technology risk management, including at a large public company and a recognized consulting firm. He also has a degree in information systems management.

Our cybersecurity program is also supported by a cross-functional leadership team that contributes to our information security and privacy programs and practices, as well as identifies and mitigates security and privacy risks. This team includes our CIO, our Chief Privacy Officer, and our Chief Legal Counsel. This team contributes to the development of the company's cybersecurity strategy and is periodically updated regarding evolving cybersecurity risks and the in-place responsive actions. This team is also informed about the prevention, mitigation, detection, and remediation of cybersecurity incidents through their management of, and participation in, the cybersecurity risk management and strategy processes described herein, including the operation of our incident response plan.

## **ITEM 2. PROPERTIES**

Our corporate headquarters, which includes operations and product development facilities, is located in Pleasanton, California. It consists of approximately 1.2 million square feet of owned facilities and a 6.9 acre parcel of leased land. The land lease will expire in 2108. In addition, we lease office space in various locations, including North America, Europe, and Asia Pacific, and data center capacity throughout North America and Europe.

We believe that our facilities are suitable to meet our current needs. In the future, we may expand our facilities or add new facilities as we add employees and enter new geographic markets, and we believe that suitable additional or alternative space will be available on commercially reasonable terms to accommodate any such growth.

## **ITEM 3. LEGAL PROCEEDINGS**

We are regularly involved with claims, suits, purported class or representative actions, and may be involved in regulatory and government investigations and other proceedings, involving competition, intellectual property, data security and privacy, bankruptcy, tax and related compliance, labor and employment, commercial disputes, and other matters. Such claims, suits, actions, regulatory and government investigations, and other proceedings can impose a significant burden on management and employees, could prevent us from offering one or more of our applications, services, or features to others, could require us to change our technology or business practices, or could result in monetary damages, fines, civil or criminal penalties, reputational harm, or other adverse consequences.

These claims, suits, actions, regulatory and government investigations, and other proceedings may include speculative, substantial, or indeterminate monetary amounts. We record a liability when we believe that it is probable that a liability has been incurred and the amount can be reasonably estimated. Significant judgment is required to determine both the likelihood of there being a liability and the estimated amount of a liability related to such matters. With respect to our outstanding matters, based on our current knowledge, we believe that the amount or range of reasonably possible liability will not, either individually or in aggregate, have a material adverse effect on our business, financial condition, operating results, or cash flows. However, the outcome of such matters is inherently unpredictable and subject to significant uncertainties.

## **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.



## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS, AND ISSUER PURCHASES OF EQUITY SECURITIES

#### Market Information for Common Stock

Our Class A common stock is traded on the Nasdaq Global Select Market under the symbol "WDAY". Our Class B common stock is not listed or traded on any stock exchange.

#### Dividend Policy

We have never declared or paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business and do not expect to declare or pay any dividends in the foreseeable future. Any further determination to pay dividends on our capital stock will be at the discretion of our Board of Directors, subject to applicable laws, and will depend on our financial condition, operating results, capital requirements, general business conditions, and other factors that our Board of Directors considers relevant.

#### Stockholders

As of March 6, 2024, there were 17 stockholders of record of our Class A common stock, including The Depository Trust Company, which holds shares of our common stock on behalf of an indeterminate number of beneficial owners, as well as 65 stockholders of record of our Class B common stock.

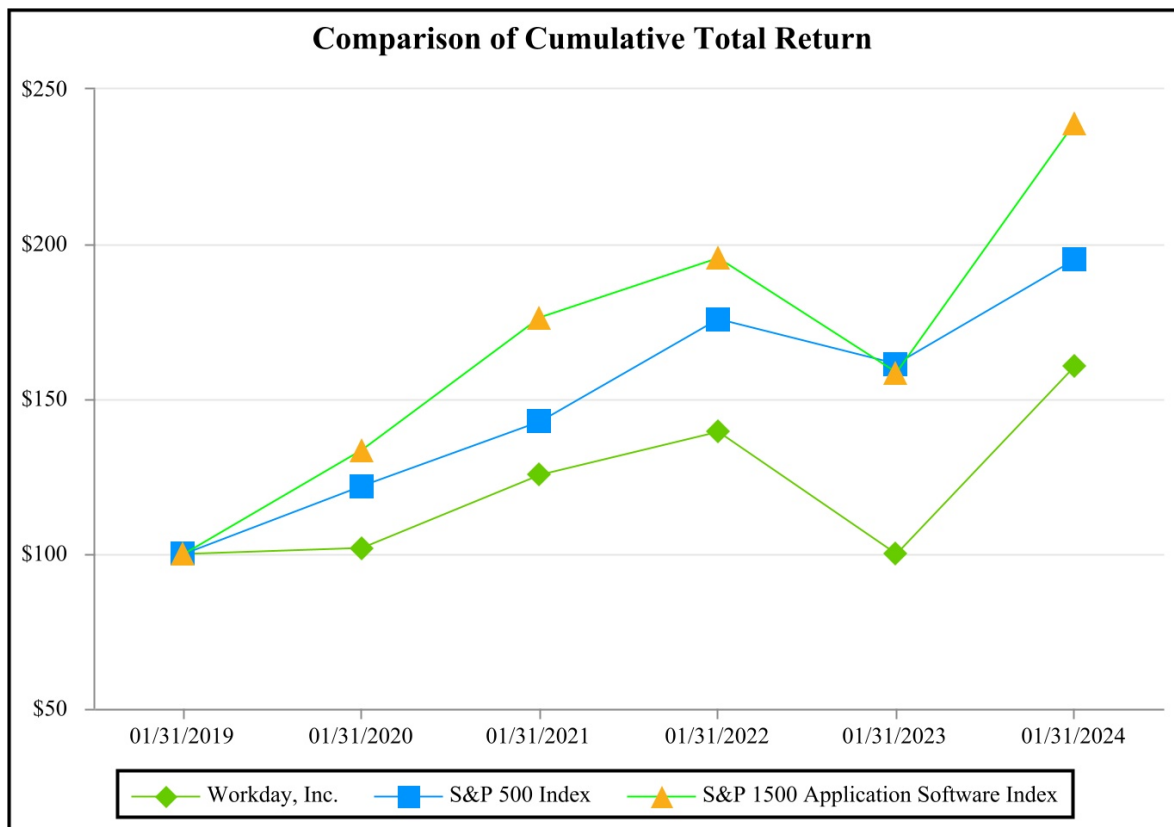
#### Securities Authorized for Issuance under Equity Compensation Plans

See Part III, Item 12 "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" for more information regarding securities authorized for issuance.

#### Stock Performance Graph

The following shall not be deemed "soliciting material" or deemed "filed" for purposes of Section 18 of the Exchange Act, or subject to Regulation 14A or 14C, other than as provided by this Item 5, or to the liabilities of Section 18 of the Exchange Act, or incorporated by reference into any of our other filings under the Exchange Act or the Securities Act, except to the extent we specifically incorporate it by reference into such filing.

This chart compares the cumulative total return on our common stock with that of the S&P 500 Index and the S&P 1500 Application Software Index. The chart assumes \$100 was invested at the close of market on January 31, 2019, in our Class A common stock, the S&P 500 Index, and the S&P 1500 Application Software Index, and assumes the reinvestment of any dividends. The stock price performance on the following graph is not necessarily indicative of future stock price performance.



Company/Index	1/31/2019	1/31/2020	1/31/2021	1/31/2022	1/31/2023	1/31/2024
Workday, Inc.	\$ 100.00	\$ 101.71	\$ 125.34	\$ 139.38	\$ 99.94	\$ 160.34
S&P 500 Index	100.00	121.67	142.63	175.83	161.36	194.90
S&P 1500 Application Software Index	100.00	133.60	176.27	195.48	158.36	238.99

**Recent Sales of Unregistered Securities**

None.

**Purchases of Equity Securities by the Issuer and Affiliated Purchases**

The table below sets forth information regarding our purchases of our Class A common stock during the three months ended January 31, 2024 (in millions, except number of shares which are reflected in thousands and per share data):

Period	Total Number of Shares Purchased <sup>(1)</sup>	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program <sup>(1)</sup>	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program <sup>(1)</sup>
November 1, 2023 - November 30, 2023	254	\$ 231.93	254	\$ 80
December 1, 2023 - December 31, 2023	204	273.53	204	24
January 1, 2024 - January 31, 2024	79	273.43	79	2
Total	<u>537</u>		<u>537</u>	

(1) In November 2022, our Board of Directors authorized the 2022 Share Repurchase Program, under which we may repurchase up to \$500 million of our outstanding shares of Class A common stock. As of January 31, 2024, we were authorized to purchase a remaining \$2 million of our outstanding shares of Class A common stock under the 2022 Share Repurchase Program. In February 2024, our Board of Directors authorized the 2024 Share Repurchase Program, under which we may repurchase up to an additional \$500 million of our outstanding shares of Class A common stock. For further information, see [Note 14, Stockholders' Equity](#) and [Note 21, Subsequent Events](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report.

**ITEM 6. [Reserved]**

## ITEM 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and notes thereto included elsewhere in this report. The following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this report, particularly in “Risk Factors” included in Part I, Item 1A of this report.*

*The following discussion of our financial condition and results of operations covers fiscal 2024 and 2023 items and year-over-year comparisons between fiscal 2024 and 2023. Discussions of fiscal 2022 items and year-over-year comparisons between fiscal 2023 and 2022 that are not included in this Form 10-K can be found in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended January 31, 2023, that was filed with the SEC on February 27, 2023.*

### Overview

Workday delivers applications for financial management, spend management, human capital management, planning, and analytics. With Workday, our customers have a unified system that can help them plan, execute, analyze, and extend to other applications and environments, thereby helping them continuously adapt how they manage their business and operations. Our diverse customer base includes medium-sized and large, global organizations within numerous industry categories, including professional and business services, financial services, healthcare, education, government, technology, media, retail, and hospitality.

We have achieved significant growth since our inception in 2005. Our current financial focus is on growing our revenues, operating margin, and operating cash flows, and expanding both our customer base and our footprint within our existing customers. While we have a history of GAAP operating losses prior to fiscal 2024, we strive to invest in a disciplined manner across all of our functional areas to sustain continued near-term revenue growth and support our long-term initiatives. We expect our product development, sales and marketing, and general and administrative expenses as a percentage of total revenues will decrease over the longer term as we grow our revenues, and we anticipate that we will gain economies of scale by increasing our customer base without direct incremental development costs.

We plan to reinvest a significant portion of our incremental revenues in future periods to grow our business. We have invested and expect to continue to invest heavily in our product development efforts to deliver additional compelling applications, enhance existing applications, and to address customers’ evolving needs. In addition, we plan to continue to expand our ability to sell our applications globally, particularly in Europe and the Asia-Pacific region, by investing in product development and customer support to address the business needs of targeted local markets, increasing our sales organization and marketing programs, acquiring and leasing additional office space, and expanding our ecosystem of partners. We expect to make further significant investments in our data center capacity and equipment and third-party hosted infrastructure platforms as we plan for future growth. We are also investing in personnel to support our growing customer base.

We regularly evaluate acquisition and investment opportunities in complementary businesses, employee teams, services, technologies, and intellectual property rights in an effort to expand our product and service offerings, and expect to continue making acquisitions and investments in the future. While we remain focused on improving our operating margin, these acquisitions and investments may increase our costs on an absolute basis in the near term. Many of these investments will occur in advance of experiencing any direct benefit from them and could make it difficult to determine if we are allocating our resources efficiently.

Since inception, we have also invested heavily in our professional services organization to help ensure that customers successfully deploy and adopt our applications. Additionally, we continue to expand our professional services partner ecosystem to further support our customers. We believe our investment in professional services, as well as partners building consulting practices around Workday and helping to deliver additional innovation and solutions, will drive additional customer subscriptions and continued growth in revenues. As we continue to leverage our expanding partner ecosystem, we expect that professional services revenue will continue to decline over time as a percentage of total revenues.

**Impact of Current Economic Conditions**

Recent macroeconomic events including higher inflation and interest rates, as well as geopolitical factors including the Russia-Ukraine and Israel-Hamas conflicts, have negatively impacted the global economy and created continued uncertainty, volatility, and disruption of financial markets. Despite this, we are confident in the long-term overall health of our business, the strength of our product offerings, and our ability to continue to execute on our strategy and help our customers on their human capital and finance digital transformation journeys. Demand for our products remains strong, we continue to achieve solid new subscription bookings, and our near-term revenues are relatively predictable as a result of our subscription-based business model.

We have experienced, and may continue to experience, the lengthening of certain sales cycles and moderation of revenue growth rates, particularly within net new opportunities, and have provided certain customers with more flexible payment terms. If the economic uncertainty continues, we may also experience a negative impact on customer renewals, customer collections, sales and marketing efforts, customer deployments, product development, or other financial metrics. Any of these factors could harm our business, financial condition, and operating results. For further discussion of the potential impacts of recent macroeconomic events on our business, financial condition, and operating results, see “Risk Factors” included in Part I, Item 1A of this report.

**Financial Results Overview**

The following table provides an overview of our key metrics (in millions, except percentages, basis points, and headcount data):

	As of and for the Years Ended January 31,		
	2024	2023	Change
Total revenues	\$ 7,259	\$ 6,216	17 %
Subscription services revenues	\$ 6,603	\$ 5,567	19 %
GAAP operating income (loss)	\$ 183	\$ (222)	182 %
Non-GAAP operating income <sup>(1)</sup>	\$ 1,740	\$ 1,210	44 %
GAAP operating margin	2.5 %	(3.6)%	610 bps
Non-GAAP operating margin <sup>(1)</sup>	24.0 %	19.5 %	450 bps
Operating cash flows	\$ 2,149	\$ 1,657	30 %
Free cash flows <sup>(1)</sup>	\$ 1,917	\$ 1,293	48 %
Total subscription revenue backlog	\$ 20,924	\$ 16,448	27 %
12-month subscription revenue backlog	\$ 6,623	\$ 5,512	20 %
24-month subscription revenue backlog	\$ 11,656	\$ 9,677	20 %
Cash, cash equivalents, and marketable securities	\$ 7,813	\$ 6,121	28 %
Headcount	18,824	17,744	6 %

(1) See “Non-GAAP Financial Measures” below for further information.

**Components of Results of Operations**

**Revenues**

We derive our revenues from subscription services and professional services. Subscription services revenues primarily consist of fees that give our customers access to our cloud applications, which include related customer support. Professional services revenues include fees for deployment services, optimization services, and training.

Subscription services revenues accounted for approximately 91% of our total revenues during fiscal 2024, and represented 97% of our total unearned revenue as of January 31, 2024. Subscription services revenues are driven primarily by the number of customers, the number of workers at each customer, the specific applications subscribed to by each customer, and the price of our applications.

The mix of applications to which each customer subscribes can affect our financial performance due to price differentials in our applications. Pricing for our applications varies based on many factors, including the complexity and maturity of the application and its acceptance in the marketplace. New products or services offerings by competitors in the future could also impact the mix and pricing of our offerings.

Subscription services revenues are recognized over time as services are delivered and consumed concurrently over the contractual term, beginning on the date our service is made available to the customer. Our subscription contracts typically have a term of three years or longer and are generally noncancelable. We generally invoice our customers annually in advance for subscription services. We may provide certain customers flexible payment terms and the timing of revenue recognition may differ from the timing of invoicing to our customers.

Our professional services consulting engagements are billed on a time and materials basis or a fixed price basis. We generally invoice our customers in arrears for our professional services. For contracts billed on a time and materials basis, revenues are recognized over time as the professional services are performed. For contracts billed on a fixed price basis, revenues are recognized over time based on the proportion of the professional services performed. In some cases, we supplement our consulting teams by subcontracting resources from our service partners and deploying them on customer engagements. As the Workday-related consulting practices of our partner firms continue to develop, we expect these partners to increasingly contract directly with our subscription customers for services engagements.

### ***Subscription Revenue Backlog***

Our subscription revenue backlog, which is also referred to as remaining performance obligations for subscription contracts, represents contracted subscription services revenues that have not yet been recognized and includes billed and unbilled amounts. Subscription revenue backlog may fluctuate from period to period due to a number of factors, including the timing of renewals and overall renewal rates, new business growth, average contract duration, and seasonality.

### ***Costs and Expenses***

*Costs of subscription services revenues.* Costs of subscription services revenues consist primarily of expenses associated with hosting our applications and providing customer support, including employee-related expenses, expenses related to data center capacity and computing infrastructure operated by third parties, and depreciation of our data center equipment.

*Costs of professional services revenues.* Costs of professional services revenues consist primarily of employee-related expenses associated with these services, subcontractor expenses, and travel expenses.

*Product development expenses.* Product development expenses consist primarily of employee-related expenses associated with our efforts to add new features and applications, increase functionality, and enhance the ease of use of our cloud applications.

*Sales and marketing expenses.* Sales and marketing expenses consist primarily of employee-related expenses, sales commissions, marketing programs, and travel expenses. Marketing programs consist of advertising, events, corporate communications, brand awareness, brand ambassador campaigns, and product marketing activities. Sales commissions are considered incremental costs of obtaining a contract with a customer. Sales commissions for new revenue contracts are capitalized and amortized on a straight-line basis over a period of benefit that we have determined to be five years.

*General and administrative expenses.* General and administrative expenses consist of employee-related expenses for finance and accounting, legal, human resources, information systems personnel, professional fees, and other corporate expenses.

## Results of Operations

### Revenues

Our total revenues for fiscal 2024, 2023, and 2022, were as follows (in millions):

	Year Ended January 31,		
	2024	2023	2022
Subscription services	\$ 6,603	\$ 5,567	\$ 4,546
Professional services	656	649	593
Total revenues	\$ 7,259	\$ 6,216	\$ 5,139

Total revenues were \$7.3 billion for fiscal 2024, compared to \$6.2 billion for fiscal 2023, an increase of \$1.0 billion, or 17%. Subscription services revenues were \$6.6 billion for fiscal 2024, compared to \$5.6 billion for fiscal 2023, an increase of \$1.0 billion, or 19%. The increase in subscription services revenues was primarily due to an increased number of new customers, expansion of our product offerings sold to existing customers, and strong customer renewals, with gross and net retention rates over 95% and over 100%, respectively. Professional services revenues were \$656 million for fiscal 2024, compared to \$649 million for fiscal 2023, an increase of \$7 million, or 1%. Professional services revenues remained relatively consistent as we continued to leverage our service partners to contract directly with our subscription customers for services engagements.

### Subscription Revenue Backlog

As of January 31, 2024, our total subscription revenue backlog was \$20.9 billion, with \$6.6 billion and \$11.7 billion expected to be recognized in revenues over the next 12 and 24 months, respectively. As of January 31, 2023, our total subscription revenue backlog was \$16.4 billion, with \$5.5 billion and \$9.7 billion expected to be recognized in revenues over the next 12 and 24 months, respectively. The increase in subscription revenue backlog was primarily driven by an increased number of new customers, timing of renewals for existing customers, expansion of our product offerings provided to existing customers, and longer duration of customer contracts.

### Costs and Expenses

Our costs and expenses for fiscal 2024, 2023, and 2022, were as follows (in millions):

	Year Ended January 31,		
	2024	2023	2022
Costs of subscription services	\$ 1,031	\$ 1,011	\$ 796
Costs of professional services	740	704	632
Product development	2,464	2,271	1,879
Sales and marketing	2,139	1,848	1,462
General and administrative	702	604	486
Total costs and expenses	\$ 7,076	\$ 6,438	\$ 5,255

Total costs and expenses were \$7.1 billion for fiscal 2024, compared to \$6.4 billion for fiscal 2023, an increase of \$638 million, or 10%. The increase in total costs and expenses was primarily due to an increase of \$516 million in employee-related expenses, including share-based compensation. The increase in employee-related expenses was mainly driven by higher headcount, partially offset by a \$40 million impact from a workforce realignment that occurred in fiscal 2023 and a \$28 million impact from a change in the vesting dates of all unvested restricted stock units (“RSU”) from the 15th to the 5th of each month (“vest date change”) in fiscal 2023. Additional increases in total costs and expenses included \$66 million in third-party expenses for hardware maintenance and data center capacity, \$56 million in facilities and IT-related expenses, \$54 million related to marketing programs, and \$38 million in travel expenses, offset by a decrease of \$93 million in depreciation expense due to a change in the estimated useful lives of our data center equipment from 3 years to 5 years, effective beginning fiscal 2024 (“change in useful lives of data center equipment”).

*Costs of Subscription Services*

Costs of subscription services were \$1.0 billion for fiscal 2024, compared to \$1.0 billion for fiscal 2023, an increase of \$20 million, or 2%. The increase in costs of subscription services included increases of \$62 million in employee-related expenses, including share-based compensation, primarily due to higher average headcount, \$44 million in third-party expenses for hardware maintenance and data center capacity, and \$16 million in facilities and IT-related expenses, offset by a decrease of \$89 million in depreciation expense due to the change in useful lives of data center equipment.

We expect costs of subscription services will continue to increase in absolute dollars as we improve and expand our technical operations infrastructure, including our data centers and computing infrastructure operated by third parties.

*Costs of Professional Services*

Costs of professional services were \$740 million for fiscal 2024, compared to \$704 million for fiscal 2023, an increase of \$36 million, or 5%. The increase in costs of professional services included an increase of \$38 million in employee-related expenses, including share-based compensation, primarily due to higher average headcount.

We expect costs of professional services as a percentage of total revenues to continue to decline as we continue to rely on our service partners to deploy our applications and as our subscription services revenues continue to grow as we expand both our customer base and our footprint within our existing customers.

*Product Development*

Product development expenses were \$2.5 billion for fiscal 2024, compared to \$2.3 billion for fiscal 2023, an increase of \$193 million, or 8%. The increase in product development expenses included increases of \$148 million in employee-related expenses, including share-based compensation, primarily due to higher average headcount, \$22 million in third-party expenses for hardware maintenance and data center capacity, and \$15 million in facilities and IT-related expenses.

We expect product development expenses will continue to increase in absolute dollars as we improve and extend our applications and develop new technologies.

*Sales and Marketing*

Sales and marketing expenses were \$2.1 billion for fiscal 2024, compared to \$1.8 billion for fiscal 2023, an increase of \$291 million, or 16%. The increase in sales and marketing expenses included increases of \$191 million in employee-related expenses, including share-based compensation, primarily due to higher average headcount, \$51 million related to marketing programs, \$21 million in facilities and IT-related expenses, and \$21 million in travel expenses.

We expect sales and marketing expenses to increase in absolute dollars as we continue to invest in our domestic and international selling and marketing activities to expand awareness of our brand and product offerings to attract new and existing customers.

*General and Administrative*

General and administrative expenses were \$702 million for fiscal 2024, compared to \$604 million for fiscal 2023, an increase of \$98 million, or 16%. The increase in general and administrative expenses included increases of \$77 million in employee-related expenses, including share-based compensation, primarily due to higher average headcount and \$11 million in travel expenses.

We expect general and administrative expenses will continue to increase in absolute dollars as we invest in our general and administrative organizations to support business growth.



### Share-based compensation

Costs and expenses include share-based compensation expenses as follows (in millions):

	Year Ended January 31,		
	2024	2023	2022
Costs of subscription services	\$ 120	\$ 106	\$ 86
Costs of professional services	116	111	113
Product development	653	619	543
Sales and marketing	282	249	216
General and administrative	245	210	154
Total share-based compensation expenses	\$ 1,416	\$ 1,295	\$ 1,112
Percentage of total revenues	19.5 %	20.8 %	21.6 %

Share-based compensation expenses increased by \$121 million during fiscal 2024, primarily due to additional grants to new and existing employees, partially offset by the \$28 million impact of the vest date change in fiscal 2023.

Share-based compensation expenses increased by \$183 million during fiscal 2023, primarily due to additional grants to new and existing employees, and an acceleration of \$28 million of expense related to the vest date change in fiscal 2023.

Equity compensation is an important element of our compensation philosophy. While we expect share-based compensation expense to grow in absolute dollars as we expand our global workforce, we expect it to continue to decline as a percentage of total revenues.

### Operating Income (Loss) and Operating Margin

GAAP operating income (loss) increased from \$(222) million, or (3.6)% of revenues, in fiscal 2023 to \$183 million, or 2.5% of revenues, in fiscal 2024, primarily due to our revenue growth outpacing headcount growth and moderation of operating expenses. This improvement also included a \$93 million, or 1.3% of revenues, benefit from the change in useful lives of data center equipment.

Non-GAAP operating income increased from \$1.2 billion, or 19.5% of revenues, in fiscal 2023 to \$1.7 billion, or 24.0% of revenues in fiscal 2024, primarily due to our revenue growth outpacing headcount growth and moderation of operating expenses. This improvement also included a \$93 million, or 1.3% of revenues, benefit from the change in useful lives of data center equipment.

Reconciliations of our GAAP to non-GAAP operating income (loss) and operating margin were as follows (in millions, except percentages). See “Non-GAAP Financial Measures” below for further information.

	Year Ended January 31, 2024				
	GAAP	Share-Based Compensation Expenses	Employer Payroll Tax-Related Items on Employee Stock Transactions	Amortization of Acquisition-Related Intangible Assets	Non-GAAP
Operating income (loss)	\$ 183	\$ 1,416	\$ 66	\$ 75	\$ 1,740
Operating margin	2.5 %	19.5 %	0.9 %	1.1 %	24.0 %

	Year Ended January 31, 2023				
	GAAP	Share-Based Compensation Expenses	Employer Payroll Tax-Related Items on Employee Stock Transactions	Amortization of Acquisition-Related Intangible Assets	Non-GAAP
Operating income (loss)	\$ (222)	\$ 1,295	\$ 52	\$ 85	\$ 1,210
Operating margin	(3.6)%	20.8 %	0.9 %	1.4 %	19.5 %

Year Ended January 31, 2022

	GAAP	Share-Based Compensation Expenses	Employer Payroll Tax- Related Items on Employee Stock Transactions	Amortization of Acquisition-Related Intangible Assets	Non-GAAP <sup>(2)</sup>
Operating income (loss)	\$ (116)	\$ 1,112	\$ 76	\$ 78	\$ 1,150
Operating margin	(2.3)%	21.6 %	1.6 %	1.5 %	22.4 %

**Other Income (Expense), Net**

Other income (expense), net consisted of the following (in millions):

	Year Ended January 31,		
	2024	2023	2022
Total other income (expense), net	\$ 173	\$ (38)	\$ 132

Other income, net in fiscal 2024 was primarily due to interest income of \$296 million on our marketable debt securities from higher investment balances and rising interest rates, offset by interest expense of \$114 million related to our Senior Notes and net losses of \$24 million on our equity investments.

Other expense, net in fiscal 2023 was primarily due to interest expense of \$102 million on our debt primarily related to the Senior Notes and losses of \$27 million on our equity investments. Expenses were offset by interest income of \$98 million on our marketable securities from higher investment balances and rising interest rates.

**Provision For (Benefit From) Income Taxes**

The provision for (benefit from) income taxes consisted of the following (in millions):

	Year Ended January 31,		
	2024	2023	2022
Provision for (benefit from) income taxes	\$ (1,025)	\$ 107	\$ (13)

The income tax benefit for fiscal 2024 was primarily attributable to the \$1.1 billion release of our valuation allowance related to all U.S. federal and state deferred tax assets, excluding certain state tax credits. For further information, see [Note 17, Income Taxes](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report.

The income tax expense for fiscal 2023 was primarily attributable to a taxable gain recognized from integrating intellectual property, income tax expenses in profitable foreign jurisdictions, and an increase in state taxes due to capitalized research and development expenditures.

The income tax benefit for fiscal 2022 was primarily attributable to excess tax benefit from stock option deductions in foreign jurisdictions, reversal of previously accrued tax liabilities upon favorable tax audit results, and amortization of intangibles from business combinations.

The Organization for Economic Cooperation and Development (“OECD”) released Pillar Two model rules defining a 15% global minimum tax for large multinational corporations. The OECD continues to release additional guidance and countries are implementing legislation with widespread adoption of the Pillar Two Framework expected in the near future. We are in the process of evaluating the potential impacts of Pillar Two. While we do not currently expect Pillar Two to have a material impact on our effective tax rate, our analysis is ongoing and incomplete, and it is possible that Pillar Two could have a material adverse effect on our tax liability.

**Liquidity and Capital Resources**

As of January 31, 2024, our principal sources of liquidity were cash, cash equivalents, and marketable securities totaling \$7.8 billion, which were primarily held for working capital purposes. Our cash equivalents and marketable securities are composed of, in order from largest to smallest, corporate bonds, U.S. treasury securities, commercial paper, money market funds, and U.S. agency obligations. We have financed our operations primarily through customer payments, issuance of debt, and sales of our common stock.

We believe our existing cash, cash equivalents, marketable securities, cash provided by operating activities, unbilled amounts related to the remaining term of contracted noncancelable subscription agreements, which are not reflected on the Consolidated Balance Sheets, and, if necessary, our borrowing capacity under our 2022 Credit Agreement that provides for \$1.0 billion of unsecured financing, are sufficient to meet our working capital, capital expenditure, and debt repayment needs over the next 12 months and beyond.

Our long-term future capital requirements depend on many factors, including the effects of macroeconomic trends, customer growth rates, subscription renewal activity, headcount growth, the timing and extent of development efforts, the expansion of sales and marketing activities, the introduction of new and enhanced services offerings, the timing and costs associated with the construction or acquisition of additional facilities, and our investment and acquisition activities. As part of our strategy, we may choose to seek additional debt or equity financing.

Our cash flows for fiscal 2024, 2023, and 2022 were as follows (in millions):

	Year Ended January 31,		
	2024	2023	2022
Net cash provided by (used in):			
Operating activities	\$ 2,149	\$ 1,657	\$ 1,651
Investing activities	(1,751)	(2,506)	(1,607)
Financing activities	(268)	1,204	110
Effect of exchange rate changes	(1)	(1)	(1)
Net increase (decrease) in cash, cash equivalents, and restricted cash	\$ 129	\$ 354	\$ 153

### ***Operating Activities***

Cash provided by operating activities was \$2.1 billion and \$1.7 billion for fiscal 2024 and 2023, respectively. In fiscal 2024, the improvement in cash flow provided by operating activities was primarily due to an increase in sales and the related billings, strong cash collections, interest received from marketable debt securities, and a one-time intellectual property transfer tax payment made in fiscal 2023. The improvement was offset by higher cash operating expenses, including payouts under our new performance-based cash bonus program, an interest payment on our Senior Notes that did not occur in the prior fiscal year due to the timing of our debt offering, and payments related to the workforce realignment announced in fiscal 2023.

### ***Investing Activities***

Cash used in investing activities for fiscal 2024 was \$1.8 billion, which primarily resulted from a cash outflow of \$1.6 billion from the timing of purchases and maturities of marketable securities and total capital expenditures of \$232 million for data center and office space projects, offset by proceeds of \$144 million from sales of marketable securities.

Cash used in investing activities for fiscal 2023 was \$2.5 billion, which primarily resulted from purchases of marketable securities, net of maturities, of \$2.2 billion using the proceeds from the Senior Notes offering, total capital expenditures of \$364 million for data center and office space projects, and purchases of \$23 million for non-marketable equity and other investments. These payments were partially offset by proceeds of \$116 million from sales of marketable and non-marketable securities.

We expect capital expenditures will be approximately \$330 million in fiscal 2025. This includes investments in our customer data centers, office facilities, and corporate IT infrastructure to support our continued growth.

### ***Financing Activities***

For fiscal 2024, cash used by financing activities was \$268 million, which was due to \$423 million of repurchases of common stock under the 2022 Share Repurchase Program, offset by proceeds of \$155 million from the issuance of common stock from employee equity plans.

For fiscal 2023, cash provided by financing activities was \$1.2 billion, which was primarily due to proceeds of \$3.0 billion from borrowings on the Senior Notes, net of debt discount of \$22 million, and \$152 million from the issuance of common stock from employee equity plans, offset by the principal payment of \$1.15 billion in connection with the conversion of our 0.25% convertible senior notes ("2022 Notes"), repayment of \$694 million for the term loan under the credit agreement entered into in April 2020 ("2020 Credit Agreement"), and \$75 million of repurchases of common stock under the 2022 Share Repurchase Program.

Beginning in April 2024, we intend to fund withholding taxes due on employee equity awards by net share withholding, rather than our current approach of selling shares of our common stock on our employees' behalf to cover taxes upon vesting of such awards. We expect this net share withholding approach will increase our financing cash outflows and reduce the number of shares that will be issued in connection with the vesting of our employee equity awards.

### Free Cash Flows

In evaluating our performance internally, we focus on long-term, sustainable growth in free cash flows. We define free cash flows, a non-GAAP financial measure, as net cash provided by (used in) operating activities minus total capital expenditures. See "Non-GAAP Financial Measures" below for further information.

Free cash flows improved to \$1.9 billion for fiscal 2024, compared to \$1.3 billion for fiscal 2023. The improvement was primarily due to increases in sales and the related billings, strong cash collections, interest received from marketable debt securities, a one-time intellectual property transfer tax payment made in fiscal 2023, and a reduction in capital expenditures for data center and office space projects. The improvement was offset by higher cash operating expenses, including payouts under our new performance-based cash bonus program, an interest payment on our Senior Notes that did not occur in the prior fiscal year due to the timing of our debt offering, and payments related to the workforce realignment announced in fiscal 2023.

Reconciliation of our GAAP net cash provided by (used in) operating activities to non-GAAP free cash flows is as follows (in millions):

	Year Ended January 31,		
	2024	2023	2022
Net cash provided by (used in) operating activities	\$ 2,149	\$ 1,657	\$ 1,651
Less: Total capital expenditures <sup>(1)</sup>	(232)	(364)	(435)
Free cash flows	\$ 1,917	\$ 1,293	\$ 1,216

(1) Total capital expenditures consists of Capital expenditures, excluding owned real estate projects of \$228 million, \$360 million, and \$264 million for fiscal 2024, 2023, and 2022, respectively, and Owned real estate projects of \$4 million, \$4 million, and \$171 million for fiscal 2024, 2023, and 2022, respectively.

### Share Repurchase Programs

In November 2022, our Board of Directors authorized the 2022 Share Repurchase Program, under which we may repurchase up to \$500 million of our outstanding shares of Class A common stock. The 2022 Share Repurchase Program has a term of 18 months, may be suspended or discontinued at any time, and does not obligate us to acquire any amount of Class A common stock. For further information, see [Note 14, Stockholders' Equity](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report.

In February 2024, our Board of Directors authorized the 2024 Share Repurchase Program, under which we may repurchase up to an additional \$500 million of our outstanding shares of Class A common stock. For further information, see [Note 21, Subsequent Events](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report.

### Contractual Obligations

Our contractual obligations primarily consist of borrowings under our Senior Notes, agreements for third-party hosted infrastructure platforms for business operations, leases for office space and co-location facilities for data center capacity, and other purchase obligations entered into in the ordinary course of business. The table below includes our material contractual obligations, excluding imputed interest, as of January 31, 2024 (in millions). For further information, see the associated Notes to Consolidated Financial Statements included in Part II, Item 8 of this report referenced in the table below.

	Total	Payments Due by Period		Reference
		Short-term	Long-term	
Senior Notes <sup>(1)</sup>	\$ 3,679	\$ 110	\$ 3,569	<a href="#">Note 11</a>
Third-party hosted infrastructure platform obligations	1,857	180	1,677	<a href="#">Note 13</a>
Operating leases	359	100	259	<a href="#">Note 12</a>
Other purchase obligations	463	120	343	<a href="#">Note 13</a>
	\$ 6,358	\$ 510	\$ 5,848	

(1) Consists of principal and interest payments on the Senior Notes.

## **Non-GAAP Financial Measures**

Regulation S-K Item 10(e), "Use of non-GAAP financial measures in Commission filings," defines and prescribes the conditions for use of non-GAAP financial information. Our measures of non-GAAP operating income, non-GAAP operating margin, and free cash flows meet the definition of non-GAAP financial measures.

### ***Non-GAAP Operating Income and Non-GAAP Operating Margin***

We use the non-GAAP financial measures of non-GAAP operating income and non-GAAP operating margin to understand and compare operating results across accounting periods, for internal budgeting and forecasting purposes, for short- and long-term operating plans, and to evaluate our financial performance. We believe that these non-GAAP financial measures reflect our ongoing business in a manner that allows for meaningful period-to-period comparisons and analysis of trends in our business.

Our non-GAAP operating income and non-GAAP operating margin exclude the components listed below. For the reasons set forth below, we believe that excluding these components provides useful information to investors and others in understanding and evaluating our operating results and prospects in the same manner as management, in comparing financial results across accounting periods and to those of peer companies, and to better understand the long-term performance of our core business.

- *Share-based compensation expenses.* Although share-based compensation is an important aspect of the compensation of our employees and executives, we believe it is useful to exclude share-based compensation expenses to better understand the long-term performance of our core business and to facilitate comparison of our results to those of peer companies. Share-based compensation expenses are determined using a number of factors, including our stock price, volatility, and forfeiture rates, that are beyond our control and generally unrelated to operational decisions and performance in any particular period. Further, share-based compensation expenses are not reflective of the value ultimately received by the grant recipients.
- *Employer payroll tax-related items on employee stock transactions.* We exclude the employer payroll tax-related items on employee stock transactions in order to show the full effect that excluding share-based compensation expenses has on our operating results. Similar to share-based compensation expenses, this tax expense is dependent on our stock price and other factors that are beyond our control and do not correlate to the operation of the business.
- *Amortization of acquisition-related intangible assets.* For business combinations, we generally allocate a portion of the purchase price to intangible assets. The amount of the allocation is based on estimates and assumptions made by management and is subject to amortization. The amount of purchase price allocated to intangible assets and the term of its related amortization can vary significantly and are unique to each acquisition and thus we do not believe it is reflective of ongoing operations. Although we exclude the amortization of acquisition-related intangible assets from these non-GAAP financial measures, we believe that it is important for investors to understand that such intangible assets were recorded as part of purchase accounting and contribute to revenue generation.

### ***Free Cash Flows***

We define free cash flows as net cash provided by (used in) operating activities minus total capital expenditures. We use free cash flows as a measure of financial progress in our business, as it balances operating results, cash management, and capital efficiency. We believe information regarding free cash flows provides investors and others with an enhanced view of cash flow generation from the ongoing operations of our business.

### ***Limitations on the Use of Non-GAAP Financial Measures***

A limitation of our non-GAAP financial measures of non-GAAP operating income, non-GAAP operating margin, and free cash flows is that they do not have uniform definitions. Our definitions will likely differ from the definitions used by other companies, including peer companies, and therefore comparability may be limited. Further, the non-GAAP financial measures of non-GAAP operating income, non-GAAP operating margin, and free cash flows have certain limitations as they do not reflect all items of expense or cash that affect our operations and are reflected in the corresponding GAAP financial measures. In the case of share-based compensation, if we did not pay out a portion of compensation in the form of share-based compensation, the cash salary expense included in operating expenses would be higher, which would affect our cash position.

We compensate for these limitations by reconciling the non-GAAP financial measures to the most comparable GAAP financial measures. These non-GAAP financial measures should be considered in addition to, not as a substitute for or in isolation from, measures prepared in accordance with GAAP. We encourage investors and others to review our financial information in its entirety, not to rely on any single financial measure, and to view our non-GAAP financial measures in conjunction with the most comparable GAAP financial measures.

See “Results of Operations—Operating Income (Loss) and Operating Margin” for reconciliations from the most directly comparable GAAP financial measures of GAAP operating income (loss) and GAAP operating margin, to the non-GAAP financial measures of non-GAAP operating income and non-GAAP operating margin, for fiscal 2024, 2023, and 2022.

See “Liquidity and Capital Resources—Free Cash Flows” for a reconciliation from the most comparable GAAP financial measure, net cash provided by (used in) operating activities, to the non-GAAP financial measure, free cash flows, for fiscal 2024, 2023, and 2022.

### **Critical Accounting Policies and Estimates**

Our consolidated financial statements are prepared in accordance with GAAP. The preparation of these consolidated financial statements requires us to make estimates, judgments, and assumptions that affect the reported amounts of assets, liabilities, revenues, costs and expenses, and related disclosures. On an ongoing basis, we evaluate our estimates, judgments, and assumptions. Our actual results may differ from these estimates under different assumptions or conditions.

We believe that of our significant accounting policies, which are described in [Note 2, Accounting Standards and Significant Accounting Policies](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report, the following accounting policies and specific estimates involve a greater degree of judgment and complexity. Accordingly, these are the policies and estimates we believe are the most critical to aid in fully understanding and evaluating our consolidated financial condition and operating results.

#### ***Revenue Recognition***

We derive our revenues from subscription services and professional services. Revenues are recognized when control of these services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to receive in exchange for services rendered.

We determine revenue recognition through the following steps:

- Identification of the contract, or contracts, with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenues when, or as, we satisfy a performance obligation.

We believe the area we apply the most critical judgment when determining revenue recognition relates to the identification of distinct performance obligations.

#### ***Identification of Performance Obligations***

A performance obligation is a promise in a contract with a customer to transfer products or services that are distinct. Our contracts with customers may include multiple promises to transfer services to a customer. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as a single performance obligation may require significant judgment that requires us to assess the nature of the promise and the value delivered to the customer.

Our primary performance obligations consist of subscription services and professional services. We satisfy these performance obligations over time as we transfer the promised services to our customers. Subscription services are made up of a daily requirement to deliver the service to the customer. Each day the delivery of the service provides value to the customer and each day represents a measure toward completion of the service. As such, subscription services meet the criteria to be a series of distinct services. In determining whether professional services are distinct, we consider the following factors for each professional services agreement: availability of the services from other vendors, the nature of the professional services, the timing of when the professional services contract was signed in comparison to the subscription start date, and the contractual dependence of the service on the customer’s satisfaction with the professional services work. To date, we have concluded that professional services included in contracts with multiple performance obligations are generally distinct as the professional services are not interrelated with subscription services nor do they result in significant customization of the subscription service. As such, we view professional services as a performance obligation to the customer.

At contract inception, we evaluate whether two or more contracts should be combined and accounted for as a single contract and whether the combined or single contract includes more than one performance obligation. We combine contracts entered into at or near the same time with the same customer if we determine that the contracts are negotiated as a package with a single commercial objective; the amount of consideration to be paid in one contract depends on the price or performance of the other contract; or the services promised in the contracts are a single performance obligation. For contracts that contain multiple performance obligations, we assess each promise separately and allocate the transaction price on a relative standalone selling price (“SSP”) basis. We apply significant judgment in identifying and evaluating any terms and conditions in contracts which may impact revenue recognition.

#### ***Deferred Commissions***

Sales commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions for new revenue contracts are capitalized and then amortized on a straight-line basis over a period of benefit that we have determined to be five years. We determined the period of benefit by taking into consideration our customer contracts, our technology, and other factors.

Periodically, we review whether events or changes in circumstances have occurred that could impact the period of benefit. Any future changes in circumstances around the terms of our initial and renewal contracts, customer attrition, underlying technology life, and certain other factors may materially change the period of benefit and therefore the amortization amounts recognized on the Consolidated Statements of Operations. There was no change to the period of benefit during the periods presented.

#### ***Income Taxes***

We record a provision for (benefit from) income taxes for the anticipated tax consequences of the reported results of operations using the asset and liability method. Under this method, we recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities, as well as for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using the tax rates that are expected to apply to taxable income for the years in which those tax assets and liabilities are expected to be realized or settled. A valuation allowance is established when necessary to reduce deferred tax assets to the net amount that is more likely than not to be realized. Significant judgment is required in determining any valuation allowance recorded against deferred tax assets. In assessing the need for a valuation allowance, we consider all available evidence, both positive and negative, including past operating results, estimates of future taxable income, and the feasibility of tax planning strategies. In the event that we change our determination as to the amount of deferred tax assets that can be realized, we will adjust our valuation allowance with a corresponding impact to the provision for (benefit from) income taxes in the period in which such determination is made.

We recognize the tax benefit of an uncertain tax position only if it is more likely than not that the position is sustainable upon examination by the taxing authority, based on the technical merits. The tax benefit recognized is measured as the largest amount of benefit which is greater than 50% likely to be realized upon settlement with the taxing authority. Significant judgment is required to evaluate uncertain tax positions. Our evaluations are based upon a number of factors, including changes in facts or circumstances, changes in tax law or guidance, correspondence with tax authorities during the course of audits, and effective settlement of audit issues. Changes in the recognition or measurement of uncertain tax positions could result in material increases or decreases in our provision for (benefit from) income taxes in the period in which we make the change.

#### ***Business Combinations, Goodwill, and Acquisition-Related Intangible Assets***

We allocate the purchase consideration of acquired companies to tangible and intangible assets acquired and liabilities assumed based on their estimated fair values at the acquisition date, with the excess recorded to goodwill. The purchase price allocation process requires us to make significant estimates and assumptions related to the fair value of identifiable intangible assets, deferred tax asset valuation allowances, liabilities related to uncertain tax positions, and contingencies. Critical estimates used in valuing certain intangible assets include, but are not limited to, future expected cash flows from acquired customer contracts, expected life cycle and innovation timelines for acquired technologies, forecasted customer attrition rates and revenue growth, the fair value of pre-existing relationships, royalty rates for comparable market technologies, and discount rates. The amounts and estimated useful lives assigned to acquisition-related intangible assets impact the amount and timing of future amortization expense.

We test goodwill and acquisition-related intangible assets for impairment on an annual basis, or more frequently if a significant event or circumstance indicates impairment, by considering qualitative and quantitative factors. Significant qualitative inputs used in our impairment tests include, but are not limited to, consideration of general macroeconomic conditions, industry market conditions, Workday's overall financial performance, and growth or declines in Workday's share price. The primary quantitative input for our impairment test is Workday's market capitalization as of the date of the analysis. We also evaluate the estimated remaining useful lives of acquisition-related intangible assets for changes in circumstances that warrant a revision to the remaining periods of amortization at least annually, or more frequently if significant events or circumstances indicate a change in expected use.

#### ***Non-Marketable Equity Investments***

Non-marketable equity investments include investments in privately held companies without readily determinable fair values in which we do not own a controlling interest or exercise significant influence. We adjust the carrying values of non-marketable equity investments based on both observable and unobservable inputs or data in an inactive market. Valuations of non-marketable equity investments are inherently complex due to the lack of readily available market data, and require our judgment due to the absence of market prices and an inherent lack of liquidity. In addition, the rights and preferences related to the particular non-marketable equity investments, as compared to the rights and preferences of other securities within the company's capital structure, may impact the magnitude of change in the fair value of our investment as compared to the change in total enterprise value of the company.

We assess our non-marketable equity investments quarterly for impairment. Our impairment analysis encompasses a qualitative and quantitative analysis of key factors including the investee's financial metrics, such as growth or decline in revenues and operating expenses, market acceptance of the investee's product or technology, other competitive products or technology in the market, general market conditions, and the rate at which the investee is using its cash. These factors require significant judgment. If impairment indicators are identified, we will assess the severity and duration of the impairment.

#### ***Change in Accounting Estimate***

See [Note 1, Overview and Basis of Presentation](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report for additional information on our change in estimated useful lives of our data center equipment in fiscal 2024.

#### ***Recent Accounting Pronouncements***

See [Note 2, Accounting Standards and Significant Accounting Policies](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report for a full description of recent accounting pronouncements.



## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Recent macroeconomic events have resulted in negative impacts on global economies and financial markets, which may increase our foreign currency exchange risk and interest rate risk. For further discussion of the potential impacts of these events on our business, financial condition, and operating results, see “Risk Factors” included in Part I, Item 1A of this report.

### Foreign Currency Exchange Risk

We transact business globally in multiple currencies. As a result, our operating results and cash flows are subject to fluctuations due to changes in foreign currency exchange rates. As of January 31, 2024, our most significant currency exposures were the euro, British pound, Canadian dollar, and Australian dollar.

Due to our exposure to market risks that may result from changes in foreign currency exchange rates, we enter into foreign currency derivative hedging transactions to mitigate these risks. For further information, see [Note 10, Derivative Instruments](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report.

### Interest Rate Risk on our Investments

We had cash, cash equivalents, and marketable securities totaling \$7.8 billion and \$6.1 billion as of January 31, 2024, and 2023, respectively. Cash equivalents and marketable securities were invested primarily in U.S. treasury securities, U.S. agency obligations, corporate bonds, commercial paper, money market funds, and marketable equity investments. The cash, cash equivalents, and marketable securities are held primarily for working capital purposes. Our investment portfolios are managed to preserve capital and meet liquidity needs. We do not enter into investments for trading or speculative purposes.

Our cash equivalents and our portfolio of debt securities are subject to market risk due to changes in interest rates. Fixed rate securities may have their market value adversely affected due to a rise in interest rates, while floating rate securities may produce less income than expected if interest rates fall. Due in part to these factors, our future investment income may fluctuate due to changes in interest rates or we may suffer losses in principal if we sell securities that decline in market value due to changes in interest rates. Further, since our debt securities are classified as “available-for-sale,” if the fair value of the security declines below its amortized cost basis, then any portion of that decline attributable to credit losses, to the extent expected to be nonrecoverable before the sale of the impaired security, is recognized on the Consolidated Statements of Operations.

An immediate increase or decrease of 100 basis points in interest rates would have resulted in an approximately \$57 million market value reduction or increase in our investment portfolio as of January 31, 2024. An immediate increase or decrease of 100 basis points in interest rates would have resulted in an approximately \$29 million market value reduction or increase in our investment portfolio as of January 31, 2023. This estimate is based on a sensitivity model that measures market value changes when changes in interest rates occur.

### Interest Rate Risk on our Debt

The Senior Notes have fixed annual interest rates, and therefore we do not have economic interest rate exposure on these debt obligations. However, the fair values of the Senior Notes are exposed to interest rate risk. Generally, the fair values of the Senior Notes will increase as interest rates fall and decrease as interest rates rise.

Borrowings under our 2022 Credit Agreement will bear interest, at our option, at a base rate plus a margin of 0.000% to 0.500% or a secured overnight financing rate (“SOFR”) plus 10 basis points, plus a margin of 0.750% to 1.500%, with such margin being determined based on our consolidated leverage ratio or debt rating. Because the interest rates applicable to borrowings under the 2022 Credit Agreement are variable, we are exposed to market risk from changes in the underlying index rates, which affect our cost of borrowing.

For further information, see [Note 11, Debt](#), of the Notes to Consolidated Financial Statements included in Part II, Item 8 of this report.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

**WORKDAY, INC.**

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

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## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Workday, Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Workday, Inc. (the Company) as of January 31, 2024 and 2023, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended January 31, 2024, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at January 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended January 31, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of January 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated March 8, 2024 expressed an unqualified opinion thereon.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matter

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

**Revenue Recognition**

*Description of the Matter*

As described in Note 2 to the consolidated financial statements, the Company recognizes revenue primarily from subscription services and professional services contracts. Some of the Company's contracts contain multiple performance obligations. For these contracts, the Company assesses the performance obligations and accounts for those obligations separately if they are distinct. In such cases, the transaction price is allocated to the distinct performance obligations on a relative standalone selling price basis.

Auditing the Company's determination of distinct performance obligations was challenging. For example, there were nonstandard terms and conditions that required judgment to determine whether the distinct performance obligations were identified and accounted for appropriately.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's process to identify distinct performance obligations.

Among other audit procedures, we selected a sample of contracts and evaluated whether management appropriately identified and considered the terms and conditions and the appropriate revenue recognition. As part of our procedures, we evaluated the assessment of distinct performance obligations.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2008.

San Francisco, California  
March 8, 2024

## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Workday, Inc.

### Opinion on Internal Control Over Financial Reporting

We have audited Workday, Inc.'s internal control over financial reporting as of January 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Workday, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of January 31, 2024, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of January 31, 2024 and 2023, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity and cash flows for each of the three years in the period ended January 31, 2024, and the related notes and our report dated March 8, 2024 expressed an unqualified opinion thereon.

### Basis for Opinion

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

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control Over Financial Reporting

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

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

/s/ Ernst & Young LLP

San Francisco, California  
March 8, 2024

**WORKDAY, INC.**
**CONSOLIDATED BALANCE SHEETS**

(in millions, except number of shares which are reflected in thousands and per share data)

	As of January 31,	
	2024	2023
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 2,012	\$ 1,886
Marketable securities	5,801	4,235
Trade and other receivables, net of allowance for credit losses of \$11 and \$9, respectively	1,639	1,570
Deferred costs	232	191
Prepaid expenses and other current assets	255	226
Total current assets	9,939	8,108
Property and equipment, net	1,234	1,201
Operating lease right-of-use assets	289	249
Deferred costs, noncurrent	509	421
Acquisition-related intangible assets, net	233	306
Deferred tax assets	1,065	13
Goodwill	2,846	2,840
Other assets	337	348
<b>Total assets</b>	<b>\$ 16,452</b>	<b>\$ 13,486</b>
<b>Liabilities and stockholders' equity</b>		
Current liabilities:		
Accounts payable	\$ 78	\$ 154
Accrued expenses and other current liabilities	287	260
Accrued compensation	544	564
Unearned revenue	4,057	3,559
Operating lease liabilities	89	91
Total current liabilities	5,055	4,628
Debt, noncurrent	2,980	2,976
Unearned revenue, noncurrent	70	75
Operating lease liabilities, noncurrent	227	182
Other liabilities	38	40
Total liabilities	8,370	7,901
Commitments and contingencies (Note 13)		
Stockholders' equity:		
Preferred stock, \$0.001 par value; 10,000 shares authorized; no shares issued or outstanding	—	—
Class A common stock, \$0.001 par value; 750,000 shares authorized; 213,676 and 204,507 shares issued; 210,674 and 203,354 shares outstanding, respectively	—	—
Class B common stock, \$0.001 par value; 240,000 shares authorized; 53,188 and 54,637 shares issued and outstanding, respectively	—	—
Additional paid-in capital	10,400	8,829
Treasury stock, at cost; 3,002 and 1,153 shares held, respectively	(608)	(185)
Accumulated other comprehensive income (loss)	21	53
Accumulated deficit	(1,731)	(3,112)
Total stockholders' equity	8,082	5,585
<b>Total liabilities and stockholders' equity</b>	<b>\$ 16,452</b>	<b>\$ 13,486</b>

*See Notes to Consolidated Financial Statements*

**WORKDAY, INC.**

**CONSOLIDATED STATEMENTS OF OPERATIONS**

(in millions, except number of shares which are reflected in thousands and per share data)

	Year Ended January 31,		
	2024	2023	2022
<b>Revenues:</b>			
Subscription services	\$ 6,603	\$ 5,567	\$ 4,546
Professional services	656	649	593
Total revenues	7,259	6,216	5,139
<b>Costs and expenses <sup>(1)</sup>:</b>			
Costs of subscription services	1,031	1,011	796
Costs of professional services	740	704	632
Product development	2,464	2,271	1,879
Sales and marketing	2,139	1,848	1,462
General and administrative	702	604	486
Total costs and expenses	7,076	6,438	5,255
Operating income (loss)	183	(222)	(116)
Other income (expense), net	173	(38)	132
Income (loss) before provision for (benefit from) income taxes	356	(260)	16
Provision for (benefit from) income taxes	(1,025)	107	(13)
<b>Net income (loss)</b>	<b>\$ 1,381</b>	<b>\$ (367)</b>	<b>\$ 29</b>
Net income (loss) per share, basic	\$ 5.28	\$ (1.44)	\$ 0.12
Net income (loss) per share, diluted	\$ 5.21	\$ (1.44)	\$ 0.12
Weighted-average shares used to compute net income (loss) per share, basic	261,344	254,819	247,249
Weighted-average shares used to compute net income (loss) per share, diluted	265,285	254,819	254,032

(1) Costs and expenses include share-based compensation expenses as follows:

	Year Ended January 31,		
	2024	2023	2022
Costs of subscription services	\$ 120	\$ 106	\$ 86
Costs of professional services	116	111	113
Product development	653	619	543
Sales and marketing	282	249	216
General and administrative	245	210	154
Total share-based compensation expenses	\$ 1,416	\$ 1,295	\$ 1,112

*See Notes to Consolidated Financial Statements*

**WORKDAY, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(in millions)

	Year Ended January 31,		
	2024	2023	2022
<b>Net income (loss)</b>	\$ 1,381	\$ (367)	\$ 29
Other comprehensive income (loss), net of tax:			
Net change in foreign currency translation adjustment	(1)	(2)	(3)
Net change in unrealized gains (losses) on available-for-sale debt securities, net of tax provision of \$5, \$0, \$0, respectively	18	(11)	(6)
Net change in unrealized gains (losses) on cash flow hedges, net of tax provision of \$2, \$0, and \$0, respectively	(49)	58	72
<b>Other comprehensive income (loss), net of tax</b>	<u>(32)</u>	<u>45</u>	<u>63</u>
<b>Comprehensive income (loss)</b>	<u>\$ 1,349</u>	<u>\$ (322)</u>	<u>\$ 92</u>

*See Notes to Consolidated Financial Statements*



**WORKDAY, INC.**
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(in millions, except number of shares which are reflected in thousands)

	Year Ended January 31,		
	2024	2023	2022
<b>Additional paid-in capital:</b>			
Balance, beginning of period	\$ 8,829	\$ 7,284	\$ 6,255
Issuance of common stock under employee equity plans, net of shares withheld for employee taxes	155	152	148
Share-based compensation	1,416	1,295	1,101
Exercise of convertible senior notes hedges	—	98	—
Cumulative effect of accounting changes	—	—	(220)
Balance, end of period	10,400	8,829	7,284
<b>Treasury stock:</b>			
Balance, beginning of period	(185)	(12)	(12)
Exercise of convertible senior notes hedges	—	(98)	—
Common stock repurchases under share repurchase program	(423)	(75)	—
Balance, end of period	(608)	(185)	(12)
<b>Accumulated other comprehensive income (loss):</b>			
Balance, beginning of period	53	8	(55)
Other comprehensive income (loss)	(32)	45	63
Balance, end of period	21	53	8
<b>Accumulated deficit:</b>			
Balance, beginning of period	(3,112)	(2,745)	(2,910)
Net income (loss)	1,381	(367)	29
Cumulative effect of accounting changes	—	—	136
Balance, end of period	(1,731)	(3,112)	(2,745)
<b>Total stockholders' equity</b>	<b>\$ 8,082</b>	<b>\$ 5,585</b>	<b>\$ 4,535</b>

	Year Ended January 31,		
	2024	2023	2022
<b>Common stock shares:</b>			
Balance, beginning of period	257,991	251,209	242,667
Issuance of common stock under employee equity plans, net of shares withheld for employee taxes	7,720	7,156	8,417
Purchase of treasury stock from the exercise of convertible senior notes hedges	—	(635)	—
Settlement of convertible senior notes	—	635	—
Common stock repurchased	(1,849)	(450)	—
Other	—	76	125
Balance, end of period	263,862	257,991	251,209

*See Notes to Consolidated Financial Statements*

**WORKDAY, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in millions)

	Year Ended January 31,		
	2024	2023	2022
<b>Cash flows from operating activities:</b>			
Net income (loss)	\$ 1,381	\$ (367)	\$ 29
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation and amortization	282	364	344
Share-based compensation expenses	1,416	1,295	1,101
Amortization of deferred costs	213	175	139
Non-cash lease expense	96	92	86
(Gains) losses on investments	19	31	(146)
Accretion of discounts on marketable debt securities, net	(149)	(42)	3
Deferred income taxes	(1,058)	4	(22)
Other	(17)	57	9
Changes in operating assets and liabilities, net of business combinations:			
Trade and other receivables, net	(87)	(319)	(208)
Deferred costs	(342)	(293)	(238)
Prepaid expenses and other assets	69	(14)	(35)
Accounts payable	(72)	86	9
Accrued expenses and other liabilities	(95)	136	51
Unearned revenue	493	452	529
Net cash provided by (used in) operating activities	2,149	1,657	1,651
<b>Cash flows from investing activities:</b>			
Purchases of marketable securities	(6,150)	(7,183)	(2,859)
Maturities of marketable securities	4,519	4,949	2,804
Sales of marketable securities	144	104	199
Owned real estate projects	(4)	(4)	(171)
Capital expenditures, excluding owned real estate projects	(228)	(360)	(264)
Business combinations, net of cash acquired	(8)	—	(1,190)
Purchase of other intangible assets	(10)	(1)	(8)
Purchases of non-marketable equity and other investments	(16)	(23)	(123)
Sales and maturities of non-marketable equity and other investments	2	12	5
Net cash provided by (used in) investing activities	(1,751)	(2,506)	(1,607)
<b>Cash flows from financing activities:</b>			
Proceeds from issuance of debt, net of debt discount	—	2,978	—
Repayments and extinguishment of debt	—	(1,844)	(38)
Payments for debt issuance costs	—	(7)	—
Repurchases of common stock	(423)	(75)	—
Proceeds from issuance of common stock from employee equity plans, net of taxes paid for shares withheld	155	152	148
Net cash provided by (used in) financing activities	(268)	1,204	110
Effect of exchange rate changes	(1)	(1)	(1)
<b>Net increase (decrease) in cash, cash equivalents, and restricted cash</b>	<b>129</b>	<b>354</b>	<b>153</b>
<b>Cash, cash equivalents, and restricted cash at the beginning of period</b>	<b>1,895</b>	<b>1,541</b>	<b>1,388</b>
<b>Cash, cash equivalents, and restricted cash at the end of period</b>	<b>\$ 2,024</b>	<b>\$ 1,895</b>	<b>\$ 1,541</b>

*See Notes to Consolidated Financial Statements*

	Year Ended January 31,		
	2024	2023	2022
<b>Supplemental cash flow data</b>			
Cash paid for interest	\$ 110	\$ 60	\$ 13
Cash paid for income taxes, net of refunds	39	89	13
<b>Non-cash investing and financing activities:</b>			
Purchases of property and equipment, accrued but not paid	52	51	47
	As of January 31,		
	2024	2023	2022
<b>Reconciliation of cash, cash equivalents, and restricted cash as shown in the Consolidated Statements of Cash Flows</b>			
Cash and cash equivalents	\$ 2,012	\$ 1,886	\$ 1,534
Restricted cash included in Prepaid expenses and other current assets	12	9	7
Total cash, cash equivalents, and restricted cash	<u>\$ 2,024</u>	<u>\$ 1,895</u>	<u>\$ 1,541</u>

*See Notes to Consolidated Financial Statements*

**Workday, Inc.**  
**Notes to Consolidated Financial Statements**

**Note 1. Overview and Basis of Presentation**

***Description of the Business***

Workday delivers applications for financial management, spend management, human capital management, planning, and analytics. With Workday, our customers have a unified system that can help them plan, execute, analyze, and extend to other applications and environments, thereby helping them continuously adapt how they manage their business and operations.

***Fiscal Year***

Our fiscal year ends on January 31. References to fiscal 2024, for example, refer to the fiscal year ended January 31, 2024.

***Basis of Presentation***

These consolidated financial statements have been prepared in accordance with GAAP and include the results of Workday, Inc. and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated.

Certain prior period amounts reported in our consolidated financial statements and notes thereto have been reclassified to conform to current period presentation.

***Use of Estimates***

The preparation of consolidated financial statements in conformity with GAAP requires us to make certain estimates, judgments, and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the consolidated financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Significant estimates, judgments, and assumptions include, but are not limited to, the identification of distinct performance obligations for revenue recognition, the determination of the period of benefit for deferred commissions, the realizability of deferred tax assets, the measurement of uncertain tax positions, the fair value and useful lives of assets acquired and liabilities assumed through business combinations, and the valuation of non-marketable equity investments. Actual results could differ from those estimates, judgments, and assumptions, and such differences could be material to our consolidated financial statements.

In February 2023, we completed an assessment of the useful lives of our data center equipment, including servers, network equipment, and integrated complete server and network racks. Due to advances in technology, as well as investments in software that increased efficiencies in how we operate our data center equipment, we determined we should increase the estimated useful lives of data center equipment from 3 years to 5 years. This change in accounting estimate was effective beginning fiscal 2024. Based on the carrying amount of data center equipment that was in-service as of January 31, 2023, this change decreased depreciation expense by \$93 million for fiscal 2024.

***Segment Information***

We operate in one operating segment, cloud applications. Operating segments are defined as components of an enterprise where separate financial information is evaluated regularly by a chief operating decision maker (“CODM”) in deciding how to allocate resources and assessing performance. Our CODM allocates resources and assesses performance based upon discrete financial information at the consolidated level. For fiscal 2024, our co-chief executive officers together served as CODM for purposes of segment reporting.

Effective February 1, 2024, Mr. Bhusri stepped down from his role as Co-CEO and assumed the role of Executive Chair, and Mr. Eschenbach became the sole CEO. In conjunction with the transition, Mr. Bhusri no longer serves as CODM for purposes of segment reporting effective February 1, 2024. Despite the change in the CODM, we determined that no change to segment reporting is necessary as there is no change in the components for which separate financial information are regularly evaluated.

## Note 2. Accounting Standards and Significant Accounting Policies

### *Summary of Significant Accounting Policies*

#### *Revenue Recognition*

We derive our revenues from subscription services and professional services. Revenues are recognized when control of these services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to receive in exchange for services rendered. Revenues are recognized net of any taxes collected from customers which are subsequently remitted to governmental authorities.

We determine revenue recognition through the following steps:

- Identification of the contract, or contracts, with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenues when, or as, we satisfy a performance obligation.

#### *Subscription Services Revenues*

Subscription services revenues primarily consist of fees that provide customers access to one or more of our cloud applications for financial management, spend management, human capital management, planning, and analytics, with routine customer support. Revenues are generally recognized on a ratable basis over the contract term beginning on the date that our service is made available to the customer. Our subscription contracts are generally three years or longer in length and are generally noncancelable.

#### *Professional Services Revenues*

Professional services revenues primarily consist of consulting fees for deployment and optimization services, as well as training. Our consulting contracts are billed on a time and materials basis or a fixed price basis. For contracts billed on a time and materials basis, revenues are recognized over time as the professional services are performed. For contracts billed on a fixed price basis, revenues are recognized over time based on the proportion of the professional services performed.

#### *Contracts with Multiple Performance Obligations*

Some of our contracts with customers contain multiple performance obligations. For these contracts, we account for individual performance obligations separately if they are distinct. The transaction price is allocated to the separate performance obligations on a relative standalone selling price basis. We determine the standalone selling prices based on our overall pricing objectives, taking into consideration market conditions and other factors, including the value of our contracts, the cloud applications sold, customer demographics, geographic locations, and the number and types of users within our contracts.

We use a range of amounts to estimate SSP for both subscription and professional services sold together in a contract to determine whether there is a discount to be allocated based on the relative SSP of the performance obligations. We use historical sales transaction data, among other factors, to determine the SSP for each distinct performance obligation. Our SSP ranges are reassessed on a periodic basis or when facts and circumstances change. Changes in SSP for our services can evolve over time due to changes in our pricing practices that are influenced by market competition, changes in demand for our services, and other economic factors. As our go-to-market strategies evolve, we may modify our pricing practices in the future, which could result in changes to SSP and may therefore impact revenue recognized in our consolidated financial statements.

#### *Contract Balances*

We generally invoice our customers annually in advance for our subscription services and in arrears for our professional services. Payment terms and conditions vary by contract type and by customer, and payment is generally required within 30 days from date of invoicing. The timing of revenue recognition may differ from the timing of invoicing customers, and these timing differences result in trade receivables, contract assets, or contract liabilities (unearned revenue) on our Consolidated Balance Sheets.

#### *Trade Receivables and Contract Assets*

We record a trade receivable when an unconditional right to consideration exists, such that only the passage of time is required before payment of consideration is due. A contract asset is recognized when a conditional right to consideration exists and transfer of control has occurred. The current and noncurrent portions of contract assets are included in Trade and other receivables and Other assets, respectively, on the Consolidated Balance Sheets.

We maintain an allowance for credit losses for expected uncollectible trade receivables and contract assets, which is recorded as an offset to trade receivables or contract assets. We assess our allowance for credit losses by taking into consideration forecasts of future economic conditions, information about past events, such as our historical trend of write-offs, and customer-specific circumstances, such as bankruptcies and disputes. The allowance for credit losses is recorded in General and administrative expenses on the Consolidated Statements of Operations.

#### *Unearned Revenue*

Contract liabilities consist of unearned revenue, which is recorded when we invoice in advance of revenues being recognized from our contracts. Unearned revenue that is anticipated to be recognized during the succeeding twelve-month period is recorded as current unearned revenue and the remaining portion is recorded as noncurrent.

#### *Fair Value Measurement*

We measure our cash equivalents, marketable securities, and foreign currency derivative contracts at fair value at each reporting period using a fair value hierarchy that requires that we maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. In addition, we measure our non-marketable equity investments for which there has been an impairment or an observable price change from an orderly transaction for identical or similar investments of the same issuer at fair value. A financial instrument's classification within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Three levels of inputs may be used to measure fair value:

Level 1 — Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 — Other inputs that are directly or indirectly observable in the marketplace.

Level 3 — Unobservable inputs that are supported by little or no market activity.

#### *Cash and Cash Equivalents*

Cash and cash equivalents consist of highly liquid investments with maturities of three months or less at the time of purchase. Our cash equivalents primarily consist of investments in U.S. treasury securities, U.S. agency obligations, corporate bonds, commercial paper, and money market funds.

#### *Debt Securities*

Debt securities primarily consist of investments in U.S. treasury securities, U.S. agency obligations, corporate bonds, and commercial paper. We classify our debt securities as available-for-sale at the time of purchase and reevaluate such classification as of each balance sheet date. We consider all debt securities as funds available for use in current operations, including those with maturity dates beyond one year, and therefore classify these securities as current assets on the Consolidated Balance Sheets. Debt securities included in Marketable securities on the Consolidated Balance Sheets consist of securities with original maturities at the time of purchase greater than three months, and the remaining securities are included in Cash and cash equivalents. Realized gains or losses from the sales of debt securities are based on the specific identification method.

When the fair value of a debt security is below its amortized cost, the amortized cost should be written down to its fair value if (i) it is more likely than not that management will be required to sell the impaired security before recovery of its amortized basis or (ii) management has the intention to sell the security. If neither of these conditions are met, we must determine whether the impairment is due to credit losses. To determine the amount of credit losses, we compare the present value of the expected cash flows of the security, derived by taking into account the issuer's credit ratings and remaining payment terms, with its amortized cost basis. The amount of impairment recognized is limited to the excess of the amortized cost over the fair value of the security. An allowance for credit losses for the excess of amortized cost over the expected cash flows is recorded in Other income (expense), net on the Consolidated Statements of Operations. Non-credit related losses are recorded in Accumulated other comprehensive income (loss) ("AOCI").

If quoted prices for identical instruments are available in an active market, debt securities are classified within Level 1 of the fair value hierarchy. If quoted prices for identical instruments in active markets are not available, fair values are estimated using quoted prices of similar instruments and are classified within Level 2 of the fair value hierarchy. To date, all of our debt securities can be valued using one of these two methodologies.

### *Equity Investments*

We determine at the inception of each arrangement whether an investment or other interest is considered a variable interest entity (“VIE”). If the investment or other interest is determined to be a VIE, we must evaluate whether we are considered the primary beneficiary. The primary beneficiary of a VIE is the party that meets both of the following criteria: (1) has the power to direct the activities that most significantly impact the VIE’s economic performance; and (2) has the obligation to absorb losses or the right to receive benefits from the VIE. For investments in VIEs in which we are considered the primary beneficiary, the assets, liabilities, and results of operations of the VIE are included in our consolidated financial statements. As of January 31, 2024, and 2023, there were no VIEs for which we were the primary beneficiary.

#### *Non-Marketable Equity Investments Measured Using the Measurement Alternative*

Non-marketable equity investments measured using the measurement alternative include investments in privately held companies without readily determinable fair values in which we do not own a controlling interest or exercise significant influence. These investments are recorded at cost and are adjusted for observable transactions for same or similar securities of the same issuer or impairment events. These investments are included in Other assets on the Consolidated Balance Sheets. Additionally, we assess our non-marketable equity investments quarterly for impairment. Adjustments and impairments are recorded in Other income (expense), net on the Consolidated Statements of Operations.

#### *Marketable Equity Investments*

We may hold marketable equity investments with readily determinable fair values over which we do not own a controlling interest or exercise significant influence. Marketable equity investments are included in Marketable securities on the Consolidated Balance Sheets. They are measured using quoted prices in active markets with changes recorded in Other income (expense), net on the Consolidated Statements of Operations. As of January 31, 2024, we had no marketable equity investments.

#### *Deferred Commissions*

Sales commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions for new revenue contracts are capitalized and then amortized on a straight-line basis over a period of benefit that we have determined to be five years. We determined the period of benefit by taking into consideration our customer contracts, our technology, and other factors. Amortization expense is included in Sales and marketing expenses on the Consolidated Statements of Operations.

#### *Derivative Financial Instruments and Hedging Activities*

We use derivative financial instruments to manage foreign currency exchange risk. Derivative instruments are measured at fair value and recorded as either an asset or liability on the Consolidated Balance Sheets. Gains and losses resulting from changes in fair value are accounted for depending on the use of the derivative and whether it is designated and qualifies for hedge accounting. For derivative instruments designated as cash flow hedges (“cash flow hedges”), which we use to hedge a portion of our forecasted foreign currency revenue and expense transactions, the gains or losses are recorded in AOCI on the Consolidated Balance Sheets and subsequently reclassified to the same line item as the hedged transaction on the Consolidated Statements of Operations in the same period that the hedged transaction affects earnings. For derivative instruments not designated as hedging instruments (“non-designated hedges”), which we use to hedge a portion of our net outstanding monetary assets and liabilities, the gains or losses are recorded in Other income (expense), net on the Consolidated Statements of Operations in the period incurred. Cash flows from the settlement of forward contracts designated as cash flow hedges and non-designated hedges are classified as operating activities on the Consolidated Statements of Cash Flows.

Our foreign currency contracts are classified within Level 2 of the fair value hierarchy because the valuation inputs are based on quoted prices and market observable data of similar instruments in active markets, such as currency spot and forward rates.

### *Property and Equipment*

Property and equipment are stated at cost less accumulated depreciation, except for land which is stated at cost. Depreciation is recorded using the straight-line method over the estimated useful lives of the assets as shown in the table below. Property and equipment are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable.

Computers, equipment, and software	2 - 10 years
Buildings	10 - 60 years
Leasehold improvements	shorter of the related lease term or ten years
Furniture, fixtures, and transportation equipment	5 - 12 years
Land improvements	15 years

### *Business Combinations*

We allocate the purchase consideration of acquired companies to tangible and intangible assets acquired and liabilities assumed based on their estimated fair values at the acquisition date, with the excess recorded to goodwill. Our estimates are inherently uncertain and subject to refinement. During the measurement period, which may be up to one year from the acquisition date, we may record adjustments to the fair value of these tangible and intangible assets acquired and liabilities assumed, including uncertain tax positions and tax-related valuation allowances, with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the fair value of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to the Consolidated Statements of Operations.

In the event that we acquire a company in which we previously held an equity interest, the difference between the fair value of the shares as of the date of the acquisition and the carrying value of the equity investment is recorded as a non-cash gain or loss and recorded within Other income (expense), net on the Consolidated Statements of Operations.

### *Goodwill and Acquisition-Related Intangible Assets*

Acquisition-related intangible assets with finite lives are amortized over their estimated useful lives. Goodwill amounts are not amortized. Acquisition-related intangible assets and goodwill are tested for impairment at least annually, and more frequently upon the occurrence of certain events.

### *Leases*

We have entered into operating lease agreements for our office space, data centers, and other property and equipment. Operating lease right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of the lease payments over the lease term. Right-of-use assets also include adjustments related to prepaid or deferred lease payments and lease incentives. As most of our leases do not provide an implicit interest rate, we use our incremental borrowing rate to determine the present value of lease payments.

We have elected to combine lease and non-lease components for each of our existing underlying asset classes and to not include leases with a term of 12 months or less on our Consolidated Balance Sheets. We recognize variable lease costs, including common area maintenance, utilities, real estate taxes, insurance, and other operating costs that are passed on from the lessor, in the Consolidated Statements of Operations in the period incurred. Options to extend or terminate a lease are included in the lease term when it is reasonably certain that we will exercise such options.

### *Treasury Stock*

Treasury stock is accounted for using the cost method and recorded as a reduction to Stockholders' equity on the Consolidated Balance Sheets. Incremental direct costs to purchase treasury stock are included in the cost of the shares acquired.

To determine the cost of treasury stock that is either sold or re-issued, we use the first in, first out method. When treasury stock is re-issued at a price higher than its cost, the increase is recorded in Additional paid-in capital on the Consolidated Balance Sheets. When treasury stock is re-issued at a price lower than its cost, the decrease is recorded in Additional paid-in capital to the extent that there are previously recorded increases to offset the decrease. Any decreases in excess of that amount are recorded in Accumulated deficit on the Consolidated Balance Sheets.

### *Advertising Expenses*

Advertising is expensed as incurred. Advertising expense was \$194 million, \$172 million, and \$131 million for fiscal 2024, 2023, and 2022, respectively.



### *Share-Based Compensation*

We measure and recognize compensation expense for share-based awards issued to employees and non-employees, primarily including RSUs and purchases under the Amended and Restated 2012 Employee Stock Purchase Plan (“ESPP”), on the Consolidated Statements of Operations.

For RSUs, fair value is based on the closing price of our common stock on the grant date. Compensation expense, net of estimated forfeitures, is recognized on a straight-line basis over the requisite service period. The requisite service period of the awards is generally the same as the vesting period.

For shares issued under the ESPP, fair value is estimated using the Black-Scholes option-pricing model. Compensation expense is recognized on a straight-line basis over the offering period. We determine the assumptions for the option-pricing model as follows:

- *Risk-Free Interest Rate.* The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the date closest to the grant date for zero-coupon U.S. Treasury notes with maturities approximately equal to the expected term of the ESPP purchase rights.
- *Expected Term.* The expected term represents the period that our ESPP is expected to be outstanding. The expected term for the ESPP approximates the offering period.
- *Volatility.* The volatility is based on a blend of historical volatility and implied volatility of our common stock. Implied volatility is based on market traded options of our common stock.
- *Dividend Yield.* The dividend yield is assumed to be zero as we have not paid and do not expect to pay dividends.

### *Income Taxes*

We record a provision for (benefit from) income taxes for the anticipated tax consequences of the reported results of operations using the asset and liability method. Under this method, we recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities, as well as for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using the tax rates that are expected to apply to taxable income for the years in which those tax assets and liabilities are expected to be realized or settled. A valuation allowance is established when necessary to reduce deferred tax assets to the net amount that is more likely than not to be realized. In the event that we change our determination as to the amount of deferred tax assets that can be realized, we will adjust our valuation allowance with a corresponding impact to the provision for (benefit from) income taxes in the period in which such determination is made.

We recognize the tax benefit of an uncertain tax position only if it is more likely than not that the position is sustainable upon examination by the taxing authority, based on the technical merits. The tax benefit recognized is measured as the largest amount of benefit which is greater than 50% likely to be realized upon settlement with the taxing authority. To the extent the assessment of such tax position changes, such difference will affect the provision for (benefit from) income taxes in the period in which we make the determination. We recognize interest accrued and penalties related to unrecognized tax benefits in the provision for (benefit from) income taxes.

### *Warranties and Indemnification*

Our cloud applications are generally warranted to perform materially in accordance with our online documentation under normal use and circumstances. Additionally, our contracts generally include provisions for indemnifying customers against liabilities if use of our cloud applications infringe a third party’s intellectual property rights. We may also incur liabilities if we breach the security, privacy, and/or confidentiality obligations in our contracts. To date, we have not incurred any material costs, and we have not accrued any liabilities in the accompanying consolidated financial statements, as a result of these obligations.

In our standard agreements with customers, we commit to defined levels of service availability and performance and, under certain circumstances, permit customers to receive credits in the event that we fail to meet those levels. In the event our failure to meet those levels triggers a termination right for a customer, we permit a terminating customer to receive a refund of prepaid amounts related to unused subscription services. To date, we have not experienced any significant failures to meet defined levels of availability and performance and, as a result, we have not accrued any liabilities related to these agreements on the consolidated financial statements.

*Foreign Currency Exchange*

The functional currency for certain of our foreign subsidiaries is the U.S. dollar, while others use local currencies. We translate the foreign functional currency financial statements to U.S. dollars for those entities that do not have the U.S. dollar as their functional currency using the exchange rates at the balance sheet date for assets and liabilities, the period average exchange rates for revenues and expenses, and the historical exchange rates for equity transactions. The effects of foreign currency translation adjustments are recorded in AOCI on the Consolidated Balance Sheets. Foreign currency transaction gains and losses are included in Other income (expense), net on the Consolidated Statements of Operations.

**Concentrations of Risk and Significant Customers**

Our financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, debt securities, derivative instruments, and trade and other receivables. Our deposits exceed federally insured limits.

No customer individually accounted for more than 10% of trade and other receivables, net as of January 31, 2024, or 2023. No customer individually accounted for more than 10% of total revenues during fiscal 2024, 2023, or 2022.

Other than the United States, no country individually accounted for more than 10% of total revenues during fiscal 2024, 2023, or 2022.

In order to reduce the risk of disruption of our cloud applications, we have established data centers in various geographic regions. We serve our customers and users from data center facilities operated by third parties, located in North America and Europe. We have internal procedures to restore services in the event of disruption at one of our data center facilities. Even with these procedures for disaster recovery in place, our cloud applications could be significantly interrupted during the implementation of the procedures to restore services.

In addition, we rely upon third-party hosted infrastructure partners globally, including AWS, Google LLC, and Microsoft Corporation, to serve customers and operate certain aspects of our services. Given this, any disruption of or interference at our hosted infrastructure partners may impact our operations and our business could be adversely impacted.

**Recently Issued Accounting Pronouncements**

In November 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standard Update (“ASU”) No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which requires disclosure of incremental segment information on an annual and interim basis. This ASU is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, and requires retrospective application to all prior periods presented in the financial statements. We are currently evaluating the impacts of the new standard.

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Disclosures*, which requires disclosure of disaggregated income taxes paid, prescribes standard categories for the components of the effective tax rate reconciliation, and modifies other income tax-related disclosures. This ASU is effective for fiscal years beginning after December 15, 2024, and allows for adoption on a prospective basis, with a retrospective option. We are currently evaluating the impacts of the new standard.

**Note 3. Investments**

**Debt Securities**

As of January 31, 2024, debt securities consisted of the following (in millions):

	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
U.S. treasury securities	\$ 2,072	\$ 4	\$ (2)	\$ 2,074
U.S. agency obligations	753	2	(1)	754
Corporate bonds	2,496	9	(5)	2,500
Commercial paper	1,232	—	—	1,232
<b>Total debt securities</b>	<b>\$ 6,553</b>	<b>\$ 15</b>	<b>\$ (8)</b>	<b>\$ 6,560</b>
Included in Cash and cash equivalents	\$ 759	\$ —	\$ —	\$ 759
Included in Marketable securities	\$ 5,794	\$ 15	\$ (8)	\$ 5,801

As of January 31, 2023, debt securities consisted of the following (in millions):

	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
U.S. treasury securities	\$ 2,456	\$ —	\$ (7)	\$ 2,449
U.S. agency obligations	325	—	(3)	322
Corporate bonds	967	1	(7)	961
Commercial paper	1,017	—	—	1,017
<b>Total debt securities</b>	<b>\$ 4,765</b>	<b>\$ 1</b>	<b>\$ (17)</b>	<b>\$ 4,749</b>
Included in Cash and cash equivalents	\$ 595	\$ —	\$ —	\$ 595
Included in Marketable securities	\$ 4,170	\$ 1	\$ (17)	\$ 4,154

The contractual maturities of debt securities were as follows (in millions):

	January 31, 2024
Due within 1 year	\$ 3,749
Due 1 year through 5 years	2,811
<b>Total debt securities</b>	<b>\$ 6,560</b>

As of January 31, 2024, and 2023, the fair value of debt securities in an unrealized loss position was \$2.4 billion and \$3.1 billion, respectively, the majority of which had been in a continuous unrealized loss position for less than 12 months. We do not intend to sell these debt securities and it is not more likely than not that we will be required to sell the debt securities before recovery of their amortized cost bases, which may be at maturity. We did not recognize any credit or non-credit related losses related to our debt securities during fiscal 2024, 2023, or 2022.

We sold \$59 million, \$98 million, and \$162 million of debt securities during fiscal 2024, 2023, and 2022, respectively. The realized gains and losses from the sales were immaterial.

### Equity Investments

Equity investments consisted of the following (in millions):

	Consolidated Balance Sheets Location	As of January 31,	
		2024	2023
Money market funds	Cash and cash equivalents	\$ 1,017	\$ 902
Non-marketable equity investments measured using the measurement alternative	Other assets	248	262
Marketable equity investments	Marketable securities	—	81
<b>Total equity investments</b>		<b>\$ 1,265</b>	<b>\$ 1,245</b>

Total realized and unrealized gains and losses associated with our equity investments consisted of the following (in millions):

	Year Ended January 31,		
	2024	2023	2022
Net realized gains (losses) recognized on equity investments sold <sup>(1)</sup>	\$ 6	\$ (1)	\$ 22
Net unrealized gains (losses) recognized on equity investments held as of the end of the period	(30)	(26)	122
<b>Total net gains (losses) recognized in Other income (expense), net</b>	<b>\$ (24)</b>	<b>\$ (27)</b>	<b>\$ 144</b>

(1) Reflects the difference between the sale proceeds and the carrying value of the equity investments at the beginning of the fiscal year.

*Non-Marketable Equity Investments Measured Using the Measurement Alternative*

The carrying values for our non-marketable equity investments are summarized below (in millions):

	As of January 31,	
	2024	2023
Total initial cost	\$ 213	\$ 207
Cumulative net unrealized gains (losses)	35	55
Carrying value	\$ 248	\$ 262

In fiscal 2024, we recorded impairment losses of \$30 million. In fiscal 2023, we recorded upward adjustments to the carrying value of non-marketable equity investments of \$8 million and impairment losses of \$16 million. In fiscal 2022, we recorded upward adjustments to the carrying value of non-marketable equity investments of \$58 million and a non-cash gain of \$12 million related to our acquisition of Zimit.

*Marketable Equity Investments*

The carrying values for our marketable equity investments are summarized below (in millions):

	As of January 31,	
	2024	2023
Total initial cost	\$ —	\$ 39
Cumulative net unrealized gains (losses)	—	42
Carrying value	\$ —	\$ 81

During fiscal 2024, we sold all of our marketable equity investments for proceeds of \$87 million, with corresponding realized gains of \$6 million. During fiscal 2023, we sold marketable equity investments for proceeds of \$6 million, and the realized gains from the sales were not material. During fiscal 2022, we sold marketable equity investments for proceeds of \$37 million, with corresponding realized gains of \$7 million.

During fiscal 2023 and 2022, we recorded unrealized net losses of \$18 million, and gains of \$67 million, respectively, on marketable equity investments held as of the end of each period.

**Note 4. Fair Value Measurements**

*Assets and Liabilities Measured at Fair Value on a Recurring Basis*

The following table presents information about our assets and liabilities that are measured at fair value on a recurring basis and their assigned levels within the valuation hierarchy as of January 31, 2024 (in millions):

	Level 1	Level 2	Level 3	Total
U.S. treasury securities	\$ 2,074	\$ —	\$ —	\$ 2,074
U.S. agency obligations	—	754	—	754
Corporate bonds	—	2,500	—	2,500
Commercial paper	—	1,232	—	1,232
Money market funds	1,017	—	—	1,017
Foreign currency derivative assets	—	46	—	46
Total assets	\$ 3,091	\$ 4,532	\$ —	\$ 7,623
Foreign currency derivative liabilities	\$ —	\$ 27	\$ —	\$ 27
Total liabilities	\$ —	\$ 27	\$ —	\$ 27

The following table presents information about our assets and liabilities that are measured at fair value on a recurring basis and their assigned levels within the valuation hierarchy as of January 31, 2023 (in millions):

	Level 1	Level 2	Level 3	Total
U.S. treasury securities	\$ 2,449	\$ —	\$ —	\$ 2,449
U.S. agency obligations	—	322	—	322
Corporate bonds	—	961	—	961
Commercial paper	—	1,017	—	1,017
Money market funds	902	—	—	902
Marketable equity investments	81	—	—	81
Foreign currency derivative assets	—	65	—	65
Total assets	<u>\$ 3,432</u>	<u>\$ 2,365</u>	<u>\$ —</u>	<u>\$ 5,797</u>
Foreign currency derivative liabilities	<u>\$ —</u>	<u>\$ 34</u>	<u>\$ —</u>	<u>\$ 34</u>
Total liabilities	<u>\$ —</u>	<u>\$ 34</u>	<u>\$ —</u>	<u>\$ 34</u>

***Non-Marketable Equity Investments Measured at Fair Value on a Non-Recurring Basis***

Non-marketable equity investments that have been remeasured due to an observable event or impairment are classified within Level 3 in the fair value hierarchy because we estimate the value based on valuation methods which may include a combination of the observable transaction price at the transaction date and other unobservable inputs including volatility, rights, and obligations of the investments we hold. For further information, see [Note 3, Investments](#).

***Fair Value Measurements of Other Financial Instruments***

We carry our debt at face value less unamortized debt discount and issuance costs on our Consolidated Balance Sheets and present the fair value for disclosure purposes only. All of our debt obligations are categorized as Level 2 financial instruments. For further information on the fair values of our debt and the inputs used in the calculations, see [Note 11, Debt](#).

**Note 5. Deferred Costs**

Deferred costs, which consist of deferred sales commissions, were \$741 million and \$612 million as of January 31, 2024, and 2023, respectively. Amortization expense for the deferred costs was \$213 million, \$175 million, and \$139 million for fiscal 2024, 2023, and 2022, respectively. There was no impairment loss in relation to the costs capitalized for the periods presented.

**Note 6. Property and Equipment, Net**

Property and equipment, net consisted of the following (in millions):

	As of January 31,	
	2024	2023
Computers, equipment, and software	\$ 1,387	\$ 1,286
Buildings	726	720
Leasehold improvements	213	202
Furniture, fixtures, and transportation equipment	99	91
Land and land improvements	81	81
Property and equipment, gross	<u>2,506</u>	<u>2,380</u>
Less accumulated depreciation and amortization	<u>(1,272)</u>	<u>(1,179)</u>
Property and equipment, net	<u>\$ 1,234</u>	<u>\$ 1,201</u>

Depreciation expense totaled \$203 million, \$275 million, and \$263 million for fiscal 2024, 2023, and 2022, respectively.

***Related-Party Transactions***

There were no material related party transactions related to our property and equipment in fiscal 2024 or 2023.

### *Aircraft Purchase*

During fiscal 2022, we purchased an aircraft from an affiliate of our Co-Founder and CEO Emeritus, David Duffield, for approximately \$24 million in cash. The aircraft was purchased primarily for the purpose of business travel by our Co-Founder and Executive Chair, Mr. Bhusri, and other Workday executives. In approving the related-party transaction, the Audit Committee of our Board of Directors considered the benefits to Workday of purchasing the aircraft, independent appraisals, the terms of the related purchase agreement, and the extent and nature of Mr. Duffield's interest in the transaction. The aircraft is included in the Furniture, fixtures, and transportation equipment category in the table above.

### *Leased Property Purchase*

During fiscal 2022, we purchased certain leased office space ("Property") within our corporate headquarters from an affiliate of Mr. Duffield for \$173 million in cash. In deciding to purchase the Property, the independent members of our Board of Directors considered the benefits to Workday, including the importance of obtaining control of the Property, which is part of Workday's headquarters campus, and the long-term cost savings from ownership as compared to continuing to lease the Property. Our Board of Directors also considered independent appraisals, comparable transaction data, and the extent and nature of Mr. Duffield's interest in the transaction. The carrying value of the Property upon purchase was \$158 million, calculated as the purchase price less approximately \$15 million which represents the difference between the carrying values of the right-of-use asset and lease liability of the Property immediately prior to the purchase. For further information, see [Note 12, Leases](#).

## **Note 7. Business Combinations**

There were no material business combinations in fiscal 2024 or 2023.

### *Fiscal 2022*

#### *VNDLY Acquisition*

On December 21, 2021, we acquired all outstanding stock of VNDLY, a cloud-based external workforce and vendor management technology. With VNDLY, Workday provides organizations with a unified workforce optimization solution that helps organizations manage all types of workers—salaried, hourly, contingent, and outsourced—and support a holistic talent strategy, including insight into costs, workforce planning needs, and compliance. We have included the financial results of VNDLY in our consolidated financial statements from the date of acquisition.

The total acquisition-date fair value of the purchase consideration was \$473 million, which was paid in cash. In connection with the acquisition, we issued approximately 152 thousand shares of our Class A common stock to certain key VNDLY employees, with 50% of such shares issued following the first anniversary of the closing date of the acquisition and the remaining 50% to be issued following the second anniversary of the closing date, subject to service conditions. The aggregate fair value of the equity was accounted for as post-acquisition share-based compensation expense.

The purchase consideration was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date, with the excess recorded to goodwill. The purchase consideration allocation, which includes measurement period adjustments, was as follows (in millions):

Cash	\$	23
Acquisition-related intangible assets		40
Goodwill		412
Other assets		3
Deferred tax liability		(3)
Other liabilities		(2)
Total	\$	473

The fair values and weighted-average useful lives of the acquired intangible assets by category were as follows (in millions, except years):

	Estimated Fair Values	Weighted-Average Useful Lives (in Years)
Developed technology	\$ 27	4
Customer relationships	13	13
Total acquisition-related intangible assets	<u>\$ 40</u>	<u>7</u>

The goodwill recognized was primarily attributable to the assembled workforce and the expected synergies from integrating VNDLY’s technology into our product portfolio. The goodwill is not deductible for income tax purposes.

Separate operating results and pro forma results of operations for VNDLY have not been presented as the effect of this acquisition was not material to our financial results.

*Zimit Acquisition*

On September 28, 2021, we acquired all outstanding stock of Zimit, a CPQ solution built for services industries. With Zimit, Workday delivers a comprehensive quote-to-cash process automation offering that provides services organizations increased visibility across the entire revenue cycle. We have included the financial results of Zimit in our consolidated financial statements from the date of acquisition.

The acquisition-date fair value of the purchase consideration was \$76 million, with \$62 million attributable to cash consideration and \$14 million attributable to the fair value of a previously held equity interest. We recorded developed technology intangible assets of \$7 million (to be amortized over an estimated useful life of 4 years), customer relationships intangible assets of \$3 million (to be amortized over an estimated useful life of 13 years), and goodwill of \$67 million. Goodwill was primarily attributable to the expected synergies from integrating Zimit’s technology into our product portfolio. The goodwill is not deductible for income tax purposes.

We invested \$2 million in Zimit prior to the acquisition, which was accounted for as a non-marketable equity investment. We recognized a non-cash gain of approximately \$12 million as a result of remeasuring our prior equity interest in Zimit held before the business combination. The gain is included in Other income (expense), net on the Consolidated Statements of Operations.

Separate operating results and pro forma results of operations for Zimit have not been presented as the effect of this acquisition was not material to our financial results.

*Peakon Acquisition*

On March 9, 2021, we acquired all outstanding stock of Peakon, an employee success platform that converts feedback into actionable insights, for \$702 million. With Peakon, Workday provides organizations with a continuous listening platform, including real-time visibility into employee experience, sentiment, and productivity, to help drive employee engagement and improve organizational performance. We have included the financial results of Peakon in our consolidated financial statements from the date of acquisition.

The acquisition-date fair value of the purchase consideration consisted of the following (in millions):

Cash paid to stockholders, warrant holders, and vested option holders	\$ 684
Transaction costs paid by Workday on behalf of Peakon	18
Total	<u>\$ 702</u>

Additionally, we granted certain Peakon employees restricted stock awards (“RSAs”) with service conditions, which totaled approximately 82 thousand shares of our Class A common stock. The aggregate grant date fair value of the RSAs was accounted for as post-acquisition share-based compensation expense.

The purchase consideration was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date, with the excess recorded to goodwill. The purchase consideration allocation, which includes measurement period adjustments, was as follows (in millions):

Acquisition-related intangible assets	\$	171
Goodwill		541
Other assets		35
Deferred tax liability		(20)
Other liabilities		(25)
Total	\$	<u>702</u>

The fair values and weighted-average useful lives of the acquired intangible assets by category were as follows (in millions, except years):

	Estimated Fair Values	Weighted-Average Useful Lives (in Years)
Developed technology	\$ 94	5
Customer relationships	72	13
Backlog	4	3
Trade name	1	1
Total acquisition-related intangible assets	<u>\$ 171</u>	<u>8</u>

The goodwill recognized was primarily attributable to the assembled workforce and the expected synergies from integrating Peakon's technology into our product portfolio. A portion of the goodwill was deductible for income tax purposes.

Separate operating results and pro forma results of operations for Peakon have not been presented as the effect of this acquisition was not material to our financial results.

**Note 8. Acquisition-Related Intangible Assets, Net**

Acquisition-related intangible assets, net consisted of the following (in millions):

	As of January 31,	
	2024	2023
Developed technology	\$ 318	\$ 343
Customer relationships	311	311
Backlog	15	15
Trade name	13	13
Acquisition-related intangible assets, gross	657	682
Less accumulated amortization	(424)	(376)
Acquisition-related intangible assets, net	<u>\$ 233</u>	<u>\$ 306</u>

Amortization expense related to acquisition-related intangible assets was \$74 million, \$86 million, and \$78 million for fiscal 2024, 2023, and 2022, respectively.



As of January 31, 2024, our future estimated amortization expense related to acquisition-related intangible assets was as follows (in millions):

Fiscal Period:		
2025	\$	62
2026		56
2027		32
2028		27
2029		17
Thereafter		39
Total	\$	<u>233</u>

**Note 9. Other Assets**

Other assets consisted of the following (in millions):

	As of January 31,	
	2024	2023
Non-marketable equity and other investments	\$ 248	\$ 263
Technology patents and other intangible assets, net	26	21
Contract assets	21	—
Derivative assets	14	22
Prepayments for goods and services	14	23
Deposits	8	6
Other	6	13
Total other assets	<u>\$ 337</u>	<u>\$ 348</u>

Technology patents and other intangible assets with estimable useful lives are amortized on a straight-line basis. As of January 31, 2024, the future estimated amortization expense was as follows (in millions):

Fiscal Period:		
2025	\$	4
2026		3
2027		3
2028		3
2029		3
Thereafter		10
Total	\$	<u>26</u>

**Note 10. Derivative Instruments**

We conduct business on a global basis in multiple foreign currencies, subjecting Workday to foreign currency exchange risk. To mitigate this risk, we utilize derivative hedging contracts as described below. We do not enter into any derivatives for trading or speculative purposes.

**Cash Flow Hedges**

We enter into foreign currency forward contracts to hedge a portion of our forecasted revenue and expense transactions. We designate these forward contracts as cash flow hedging instruments since the accounting criteria for such designation has been met.

As of January 31, 2024, we estimate that \$26 million of net gains recorded in AOCI related to our cash flow hedges will be reclassified into income within the next 12 months.

As of January 31, 2024, and 2023, the notional values of the cash flow hedges that we held to buy U.S. dollars in exchange for other currencies were \$2.5 billion and \$1.7 billion, respectively. The notional values of the cash flow hedges that we held to sell U.S. dollars in exchange for other currencies were \$399 million and \$324 million as of January 31, 2024, and 2023, respectively. All contracts had maturities of less than 60 months.

**Non-Designated Hedges**

We also enter into foreign currency forward contracts to hedge a portion of our net outstanding monetary assets and liabilities. These forward contracts are intended to offset foreign currency gains or losses associated with the underlying monetary assets and liabilities and are recorded on the Consolidated Balance Sheets at fair value.

As of January 31, 2024, and 2023, the notional values of the non-designated hedges that we held to buy U.S. dollars in exchange for other currencies were \$237 million and \$235 million, respectively, and the notional values of the non-designated hedges that we held to sell U.S. dollars in exchange for other currencies were \$11 million and \$2 million, respectively.

The fair values of outstanding derivative instruments were as follows (in millions):

	Consolidated Balance Sheets Location	As of January 31,	
		2024	2023
<b>Derivative assets:</b>			
Cash flow hedges	Prepaid expenses and other current assets	\$ 30	\$ 43
Cash flow hedges	Other assets	14	22
Non-designated hedges	Prepaid expenses and other current assets	2	—
<b>Total derivative assets</b>		<b>\$ 46</b>	<b>\$ 65</b>
<b>Derivative liabilities:</b>			
Cash flow hedges	Accrued expenses and other current liabilities	\$ 14	\$ 13
Cash flow hedges	Other liabilities	12	16
Non-designated hedges	Accrued expenses and other current liabilities	1	5
<b>Total derivative liabilities</b>		<b>\$ 27</b>	<b>\$ 34</b>

The effect of cash flow hedges on the Consolidated Statements of Operations was as follows (in millions):

Consolidated Statements of Operations Location	Year Ended January 31,					
	2024		2023		2022	
	Total	Gains (losses) related to cash flow hedges	Total	Gains (losses) related to cash flow hedges	Total	Gains (losses) related to cash flow hedges
Revenues	\$ 7,259	\$ 62	\$ 6,216	\$ 17	\$ 5,139	\$ (9)
Costs and expenses	7,076	1	6,438	(29)	5,255	—
Provision for (benefit from) income taxes	(1,025)	—	107	(6)	(13)	—

Pre-tax gains (losses) associated with cash flow hedges were as follows (in millions):

	Consolidated Statements of Operations and Statements of Comprehensive Income (Loss) Locations	Year Ended January 31,		
		2024	2023	2022
Gains (losses) recognized in OCI	Net change in unrealized gains (losses) on cash flow hedges	\$ 16	\$ 40	\$ 63
Gains (losses) reclassified from AOCI into income (effective portion)	Revenues	62	17	(9)
Gains (losses) reclassified from AOCI into income (effective portion)	Costs and expenses	1	(29)	—
Gains (losses) reclassified from AOCI into income (effective portion)	Provision for (benefit from) income taxes	—	(6)	—

Gains (losses) associated with non-designated hedges were as follows (in millions):

	Consolidated Statements of Operations Location	Year Ended January 31,		
		2024	2023	2022
Gains (losses) related to non-designated hedges	Other income (expense), net	\$ 5	\$ 10	\$ 7

We are subject to netting agreements with all of the counterparties of the foreign exchange contracts, under which we are permitted to net settle transactions of the same currency with a single net amount payable by one party to the other. It is our policy to present the derivatives gross on the Consolidated Balance Sheets. Our foreign currency forward contracts are not subject to any credit contingent features or collateral requirements. We manage our exposure to counterparty risk by entering into contracts with a diversified group of major financial institutions and by actively monitoring outstanding positions.

As of January 31, 2024, information related to these offsetting arrangements was as follows (in millions):

	Gross Amounts of Recognized Assets	Gross Amounts Offset on the Consolidated Balance Sheets	Net Amounts of Assets Presented on the Consolidated Balance Sheets	Gross Amounts Not Offset on the Consolidated Balance Sheets		
				Financial Instruments	Cash Collateral Received	Net Assets Exposed
Derivative assets:						
Counterparty A	\$ 13	\$ —	\$ 13	\$ (4)	\$ —	\$ 9
Counterparty B	11	—	11	(6)	—	5
Counterparty C	2	—	2	(1)	—	1
Counterparty D	17	—	17	(14)	—	3
Counterparty E	3	—	3	(2)	—	1
Total	\$ 46	\$ —	\$ 46	\$ (27)	\$ —	\$ 19

	Gross Amounts of Recognized Liabilities	Gross Amounts Offset on the Consolidated Balance Sheets	Net Amounts of Liabilities Presented on the Consolidated Balance Sheets	Gross Amounts Not Offset on the Consolidated Balance Sheets		
				Financial Instruments	Cash Collateral Pledged	Net Liabilities Exposed
Derivative liabilities:						
Counterparty A	\$ 4	\$ —	\$ 4	\$ (4)	\$ —	\$ —
Counterparty B	6	—	6	(6)	—	—
Counterparty C	1	—	1	(1)	—	—
Counterparty D	14	—	14	(14)	—	—
Counterparty E	2	—	2	(2)	—	—
Total	\$ 27	\$ —	\$ 27	\$ (27)	\$ —	\$ —

#### Note 11. Debt

Outstanding debt consisted of the following (in millions):

	As of January 31,	
	2024	2023
2027 Notes	\$ 1,000	\$ 1,000
2029 Notes	750	750
2032 Notes	1,250	1,250
Total principal amount	3,000	3,000
Less: unamortized debt discount and issuance costs	(20)	(24)
Net carrying amount	2,980	2,976
Debt, noncurrent	\$ 2,980	\$ 2,976

As of January 31, 2024, the future principal payments for the outstanding debt were as follows (in millions):

Fiscal Period:	
2025	\$ —
2026	—
2027	—
2028	1,000
2029	—
Thereafter	2,000
Total principal amount	<u>\$ 3,000</u>

### **Senior Notes**

In April 2022, we issued \$3.0 billion aggregate principal amount of senior notes, consisting of \$1.0 billion aggregate principal amount of 3.500% notes due April 1, 2027, \$750 million aggregate principal amount of 3.700% notes due April 1, 2029, and \$1.25 billion aggregate principal amount of 3.800% notes due April 1, 2032. Interest is payable semi-annually in arrears on April 1 and October 1 of each year, which commenced in October 2022.

The Senior Notes are unsecured obligations and rank equally with all existing and future unsecured and unsubordinated indebtedness of Workday. We may redeem the Senior Notes in whole or in part at any time or from time to time, at specified redemption dates and prices. In addition, upon the occurrence of certain change of control triggering events, we may be required to repurchase the Senior Notes under specified terms. The indenture governing the Senior Notes also includes covenants (including certain limited covenants restricting our ability to incur certain liens and enter into certain sale and leaseback transactions), events of default, and other customary provisions. As of January 31, 2024, we were in compliance with all covenants associated with the Senior Notes.

We incurred debt discount and issuance costs of approximately \$27 million in connection with the Senior Notes offering, which were allocated on a pro rata basis to the 2027 Notes, 2029 Notes, and 2032 Notes. The debt discount and issuance costs are amortized on a straight-line basis, which approximates the effective interest rate method, to interest expense over the contractual term of each arrangement. The effective interest rates on the 2027 Notes, 2029 Notes, and 2032 Notes, which are calculated as the contractual interest rates adjusted for the debt discount and issuance costs, are 3.67%, 3.82%, and 3.90%, respectively.

As of both January 31, 2024, and 2023, the total estimated fair value of the Senior Notes was \$2.8 billion. The estimated fair values of the Senior Notes, which we have classified as Level 2 financial instruments, were determined based on quoted bid prices in an over-the-counter market on the last trading day of the reporting period.

### **Credit Agreement**

In April 2022, we entered into the 2022 Credit Agreement which provides for a revolving credit facility in an aggregate principal amount of \$1.0 billion. The 2022 Credit Agreement replaced our 2020 Credit Agreement, which provided for a term loan facility in an aggregate original principal amount of \$750 million and a revolving credit facility in an aggregate principal amount of \$750 million. Concurrently with entering into the 2022 Credit Agreement, we paid off the remaining principal balance of \$694 million on the term loan under the 2020 Credit Agreement and terminated the revolving credit facility under the 2020 Credit Agreement which had no outstanding balance. The modification to our revolving credit facility and extinguishment of the term loan under the 2020 Credit Agreement did not have a material impact to our Consolidated Statements of Operations for fiscal 2023.

As of January 31, 2024, and 2023, we had no outstanding revolving loans under the 2022 Credit Agreement. The revolving loans under the 2022 Credit Agreement may be borrowed, repaid, and reborrowed until April 6, 2027, at which time all amounts borrowed must be repaid. The revolving loans under the 2022 Credit Agreement will bear interest, at our option, at a base rate plus a margin of 0.000% to 0.500% or a SOFR plus 10 basis points, plus a margin of 0.750% to 1.500%, with such margin being determined based on our consolidated leverage ratio or debt rating. We are also obligated to pay an ongoing commitment fee on undrawn amounts.

The 2022 Credit Agreement contains customary representations, warranties, and affirmative and negative covenants, including a financial covenant, events of default, and indemnification provisions in favor of the lenders. The negative covenants include restrictions on the incurrence of liens and indebtedness, certain merger transactions, and other matters, all subject to certain exceptions. The financial covenant, based on a quarterly financial test, requires that we do not exceed a maximum leverage ratio of 3.50:1.00, subject to a step-up to 4.50:1.00 at our election for a certain period following an acquisition. As of January 31, 2024, and 2023, we were in compliance with all covenants included in the 2022 Credit Agreement.

**Convertible Senior Notes**

*2022 Notes*

In September 2017, we issued 0.25% convertible senior notes due October 1, 2022, with a principal amount of \$1.15 billion. The 2022 Notes were unsecured, unsubordinated obligations, and interest was payable in cash in arrears at a fixed rate of 0.25% on April 1 and October 1 of each year. During the third quarter of fiscal 2023, the 2022 Notes were converted by note holders, and we repaid the \$1.15 billion principal balance in cash. We also distributed approximately 0.6 million shares of our Class A common stock to note holders during fiscal 2023, which represented the conversion value in excess of the principal amount.

*Notes Hedges*

In connection with the issuance of the 2022 Notes, we entered into convertible note hedge transactions (“Purchased Options”) which gave us the option to purchase, subject to anti-dilution adjustments substantially identical to those in the 2022 Notes, approximately 7.8 million shares of our Class A common stock, respectively, for \$147.10 per share. During the third quarter of fiscal 2023, we received approximately 0.6 million shares of our Class A common stock from the exercise of the Purchased Options, which offset the economic dilution to our Class A common stock upon conversion of the 2022 Notes. These shares were recorded as Treasury stock on the Consolidated Balance Sheets. The Purchased Options were separate transactions and were not part of the terms of the 2022 Notes, and the unexercised Purchased Options expired on October 1, 2022.

*Warrants*

In connection with the issuance of the 2022 Notes, we also entered into transactions to sell warrants (“Warrants”) to acquire, subject to anti-dilution adjustments, up to approximately 7.8 million shares of our Class A common stock over 60 scheduled trading days beginning in January 2023 at an exercise price of \$213.96 per share. During the first quarter of fiscal 2024, the Warrants fully expired without exercise.

**Interest Expense on Debt**

The following table sets forth total interest expense recognized related to our debt (in millions):

	Year Ended January 31,		
	2024	2023	2022
Contractual interest expense	\$ 110	\$ 95	\$ 13
Interest cost related to amortization and write-off of debt discount and issuance costs	4	7	4
Total interest expense	<u>\$ 114</u>	<u>\$ 102</u>	<u>\$ 17</u>

**Note 12. Leases**

We have entered into operating lease agreements for our office space, data centers, and other property and equipment. Operating lease right-of-use assets were \$289 million and \$249 million as of January 31, 2024, and 2023, respectively, and operating lease liabilities were \$316 million and \$273 million as of January 31, 2024, and 2023, respectively. We have also entered into finance lease agreements for other property and equipment. As of January 31, 2024, and 2023, finance leases were not material.

The components of operating lease expense were as follows (in millions):

	Year Ended January 31,		
	2024	2023	2022
Operating lease cost	\$ 109	\$ 99	\$ 93
Short-term lease cost	3	4	6
Variable lease cost	46	45	26
Total operating lease cost	\$ 158	\$ 148	\$ 125

Supplemental cash flow information related to our operating leases was as follows (in millions):

	Year Ended January 31,		
	2024	2023	2022
Cash paid for operating lease liabilities	\$ 112	\$ 94	\$ 91
Operating lease right-of-use assets obtained in exchange for new operating lease liabilities	139	96	55

Other information related to our operating leases was as follows:

	As of January 31,	
	2024	2023
Weighted average remaining lease term (in years)	5	5
Weighted average discount rate	3.95 %	2.79 %

As of January 31, 2024, maturities of operating lease liabilities were as follows (in millions):

Fiscal Period:	
2025	\$ 100
2026	80
2027	61
2028	47
2029	32
Thereafter	39
Total lease payments	359
Less imputed interest	(43)
Total operating lease liabilities	\$ 316

As of January 31, 2024, we have additional operating leases for data centers and office space that had not yet commenced with total undiscounted lease payments of \$91 million. These operating leases will commence in fiscal 2025 and fiscal 2026, with lease terms ranging from approximately five to nine years.

#### **Related-Party Transactions**

There were no material related party transactions related to our leases in fiscal 2024 or 2023.

#### **Leased Property Purchase**

As discussed in [Note 6, Property and Equipment, Net](#), during fiscal 2022, we purchased certain leased office space within our corporate headquarters from an affiliate of Mr. Duffield for \$173 million in cash. Subsequent to the purchase, the Property was included in Property and equipment, net on the Consolidated Balance Sheets. Total rent expense under these agreements was \$2 million for fiscal 2022.

**Note 13. Commitments and Contingencies*****Purchase Obligations***

Our purchase obligations are primarily related to agreements for third-party hosted infrastructure platforms, data center equipment and software, business technology software and support, and sales and marketing activities. These obligations consist of agreements to purchase goods and services that are enforceable and legally binding, and specify all significant terms and the approximate timing of the payments. For purchase obligations with cancellation provisions, the amounts included in the following table were limited to the non-cancelable portion of the agreement terms or the minimum cancellation fees.

Future payments under purchase obligations with a remaining term in excess of one year as of January 31, 2024, were as follows (in millions):

Fiscal Period:	Third-Party Hosted Infrastructure Platform Obligations	Other Purchase Obligations
2025	\$ 180	\$ 120
2026	314	94
2027	358	71
2028	414	70
2029	591	50
Thereafter	—	58
Total	<u>\$ 1,857</u>	<u>\$ 463</u>

***Legal Matters***

We are a party to various legal proceedings and claims that arise in the ordinary course of business. We make a provision for a liability relating to legal matters when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. These provisions are reviewed at least quarterly and adjusted to reflect the impacts of negotiations, settlements, rulings, advice of legal counsel, and other information and events pertaining to a particular matter. In our opinion, as of January 31, 2024, there was not at least a reasonable possibility that we had incurred a material loss, or a material loss in excess of a recorded accrual, with respect to such loss contingencies.

**Note 14. Stockholders' Equity*****Common Stock***

As of January 31, 2024, there were 211 million shares of Class A common stock, net of treasury stock, and 53 million shares of Class B common stock outstanding. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote per share and each share of Class B common stock is entitled to 10 votes per share. Each share of Class B common stock can be converted into a share of Class A common stock at any time at the option of the holder. All of our Class A and Class B shares will convert to a single class of common stock upon the date that is the first to occur of (i) October 17, 2032, (ii) such time as the shares of Class B common stock represent less than 9% of the outstanding Class A common stock and Class B common stock, (iii) nine months following the death of both Mr. Duffield and Mr. Bhusri, and (iv) the date on which the holders of a majority of the shares of Class B common stock elect to convert all shares of Class A common stock and Class B common stock into a single class of common stock.

**Share Repurchase Programs**

In November 2022, our Board of Directors authorized the repurchase of up to \$500 million of our outstanding shares of Class A common stock. Under the 2022 Share Repurchase Program, we may repurchase shares of Class A common stock from time to time through open market purchases, in privately negotiated transactions, or by other means, including through the use of trading plans intended to qualify under Rule 10b5-1 under the Exchange Act, in accordance with applicable securities laws and other restrictions. The timing and total amount of stock repurchases will depend upon business, economic, and market conditions, corporate and regulatory requirements, prevailing stock prices, and other considerations. The 2022 Share Repurchase Program has a term of 18 months, may be suspended or discontinued at any time, and does not obligate us to acquire any amount of Class A common stock.

During fiscal 2024 and 2023, we repurchased approximately 1.8 million and 0.5 million shares of Class A common stock for approximately \$423 million and \$75 million, at an average price per share of \$228.67 and \$165.75, respectively. All repurchases were made in open market transactions. As of January 31, 2024, we were authorized to purchase a remaining \$2 million of our outstanding shares of Class A common stock under the 2022 Share Repurchase Program.

In February 2024, our Board of Directors authorized the 2024 Share Repurchase Program, under which we may repurchase up to an additional \$500 million of our outstanding shares of Class A common stock. For further information, see [Note 21, Subsequent Events](#).

**Employee Equity Plans**

In June 2022, our stockholders approved the 2022 Equity Incentive Plan (“2022 Plan”), with a reserve of 30 million shares for issuance. The 2022 Plan serves as the successor to our 2012 Equity Incentive Plan (“2012 Plan” and, together with the 2022 Plan, “Stock Plans”). Awards that are granted on or after the effective date of the 2022 Plan will be granted pursuant to and subject to the terms and provisions of the 2022 Plan. Prior awards granted under the 2012 Plan continue to be subject to the terms and provisions of the 2012 Plan. As of January 31, 2024, we had 21 million shares of Class A common stock available for future grants.

In June 2022, our stockholders approved the ESPP. Under the ESPP, eligible employees are granted options to purchase shares at the lower of 85% of the fair market value of the stock at the time of grant or 85% of the fair market value at the time of exercise. Options to purchase shares are granted twice yearly on or about June 1 and December 1, and are exercisable on or about the succeeding November 30 and May 31, respectively. As of January 31, 2024, 4 million shares of Class A common stock were available for issuance under the ESPP.

**Restricted Stock Units**

The Stock Plans provide for the issuance of RSUs to employees and non-employees. RSUs generally vest over four years. RSU activity during fiscal 2024 was as follows (in thousands, except per share data):

	Number of Shares	Weighted-Average Grant Date Fair Value
Balance as of January 31, 2023	14,099	\$ 206.38
RSUs granted	8,961	197.22
RSUs vested	(6,489)	201.71
RSUs forfeited	(1,551)	196.93
Balance as of January 31, 2024	<u>15,020</u>	<u>203.94</u>

The weighted-average grant date fair value of RSUs granted during fiscal 2024, 2023, and 2022 was \$197.22, \$200.98, and \$259.61, respectively. The total fair value of RSUs vested as of the vesting dates during fiscal 2024, 2023, and 2022 was \$1.4 billion, \$977 million, and \$1.6 billion, respectively.

In the fourth quarter of fiscal 2023, we modified the vesting date of all unvested RSU awards from the 15th to the 5th of each month. This change impacted awards vesting after December 31, 2022, and resulted in an acceleration of share-based compensation expense in fiscal 2023 of \$28 million.

As of January 31, 2024, there was a total of \$2.3 billion in unrecognized compensation cost, adjusted for estimated forfeitures, related to unvested RSUs, which is expected to be recognized over a weighted-average period of approximately three years.



**Market-Based Restricted Stock Units**

In December 2022, 0.3 million shares of market-based RSUs were granted to Mr. Eschenbach, in connection with his appointment as Co-CEO, that vest based on appreciation of the price of our Class A common stock over a multi-year period and upon continued service (“PVU Award”). We estimated the fair value of the PVU Award on the grant date using the Monte Carlo simulation model with the following assumptions: (i) expected volatility of 40%, (ii) risk-free interest rate of 4%, and (iii) total performance period of six years. The weighted-average grant date fair value of the PVU Award was \$124.80 per share. We recognize expense for the PVU Award over the requisite service period of five years using the accelerated attribution method. Provided that the requisite service is rendered, the total fair value of the PVU Award at the date of grant is recognized as compensation expense even if the market condition is not achieved. However, the number of shares that ultimately vest can vary significantly with the achievement of the specified market criteria.

As of January 31, 2024, there was a total of \$19 million in unrecognized compensation cost related to the PVU Award, which is expected to be recognized over approximately four years.

**Performance-Based Restricted Stock Units**

During fiscal 2022, 0.4 million shares of PRSUs were granted to employees below the level of vice president that included both service conditions and performance conditions related to company-wide goals. These performance conditions were met and the PRSUs vested on March 15, 2022. We did not grant any company-wide PRSUs in fiscal 2024 or 2023.

**Stock Options**

The Stock Plans provide for the issuance of incentive and nonstatutory stock options to employees and non-employees. Stock options issued under the Stock Plans generally are exercisable for periods not to exceed ten years and generally vest over five years. Stock option activity during fiscal 2024 was as follows (in thousands, except aggregate intrinsic value, which is reflected in millions, and per share data):

	Outstanding Stock Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value
Balance as of January 31, 2023	115	\$ 30.36	\$ 17
Stock options exercised	(27)	34.10	
Stock options canceled	—	—	
Balance as of January 31, 2024	88	29.20	23
Vested and expected to vest as of January 31, 2024	88	29.20	23
Exercisable as of January 31, 2024	88	29.20	23

As of January 31, 2024, all stock options were fully vested with no remaining unrecognized compensation cost.

The total intrinsic value of stock options exercised during fiscal 2024, 2023, and 2022 was \$5 million, \$41 million, and \$209 million, respectively. The intrinsic value is the difference between the current fair value of the stock and the exercise price of the stock option.

As of January 31, 2024, stock options have a weighted-average remaining contractual life of approximately four years.

**Employee Stock Purchase Plan**

For fiscal 2024, approximately 1 million shares of Class A common shares were purchased under the ESPP at a weighted-average price of \$159.64 per share, resulting in cash proceeds of \$176 million.

The fair value of stock purchase rights granted under the ESPP was estimated using the following assumptions:

	Year Ended January 31,		
	2024	2023	2022
Expected volatility	31.5% - 33.2%	46.2% - 48.5%	30.4% - 41.5%
Expected term (in years)	0.5	0.5	0.5
Risk-free interest rate	5.33% - 5.44%	1.63% - 4.65%	0.04% - 0.10%
Dividend yield	—%	—%	—%
Grant date fair value per share	\$215.31 - \$272.92	\$156.56 - \$169.48	\$225.70 - \$260.86

**Note 15. Contract Balances and Performance Obligations**

**Contract Balances**

Contract assets and unearned revenue balances were as follows (in millions):

	Consolidated Balance Sheets Location	As of January 31,	
		2024	2023
<b>Contract assets:</b>			
Contract assets, current	Trade and other receivables, net	\$ 240	\$ 160
Contract assets, noncurrent	Other assets	21	—
Total contract assets		\$ 261	\$ 160
<b>Unearned revenue <sup>(1)</sup>:</b>			
Unearned revenue, current	Unearned revenue	\$ 4,057	\$ 3,559
Unearned revenue, noncurrent	Unearned revenue, noncurrent	70	75
Total unearned revenue		\$ 4,127	\$ 3,634

(1) Included in this balance are amounts related to professional services that are subject to cancellation and pro-rated refund rights of \$76 million and \$68 million as of January 31, 2024, and 2023, respectively.

Revenues of \$3.5 billion, \$3.0 billion, and \$2.5 billion were recognized during fiscal 2024, 2023, and 2022, respectively, that were included in the unearned revenue balances at the beginning of the respective periods.

**Transaction Price Allocated to the Remaining Performance Obligations**

As of January 31, 2024, approximately \$20.9 billion of revenues are expected to be recognized from remaining performance obligations for subscription contracts. We expect to recognize revenues on approximately \$6.6 billion and \$11.7 billion of these remaining performance obligations over the next 12 and 24 months, respectively, with the balance recognized thereafter. Revenues from remaining performance obligations for professional services contracts as of January 31, 2024, were not material.

**Note 16. Other Income (Expense), Net**

Other income (expense), net consisted of the following (in millions):

	Year Ended January 31,		
	2024	2023	2022
Interest income	\$ 301	\$ 97	\$ 5
Interest expense <sup>(1)</sup>	(114)	(102)	(17)
Other <sup>(2)</sup>	(14)	(33)	144
Total other income (expense), net	\$ 173	\$ (38)	\$ 132

(1) Interest expense primarily includes the contractual interest expense of our debt obligations, and the related non-cash interest expense attributable to amortization of the debt discount and issuance costs. For further information, see [Note 11, Debt](#).

(2) Other primarily includes the net gains (losses) from our equity investments. For further information, see [Note 3, Investments](#).

**Note 17. Income Taxes**

The components of income (loss) before provision for (benefit from) income taxes were as follows (in millions):

	Year Ended January 31,		
	2024	2023	2022
Domestic	\$ 465	\$ (59)	\$ 309
Foreign	(109)	(201)	(293)
Income (loss) before provision for (benefit from) income taxes	\$ 356	\$ (260)	\$ 16

The provision for (benefit from) income taxes consisted of the following (in millions):

	Year Ended January 31,		
	2024	2023	2022
<b>Current:</b>			
Federal	\$ 2	\$ —	\$ —
State	19	14	1
Foreign	14	97	7
<b>Total</b>	<b>35</b>	<b>111</b>	<b>8</b>
<b>Deferred:</b>			
Federal	(855)	1	(2)
State	(207)	1	(1)
Foreign	2	(6)	(18)
<b>Total</b>	<b>(1,060)</b>	<b>(4)</b>	<b>(21)</b>
Provision for (benefit from) income taxes	\$ (1,025)	\$ 107	\$ (13)

The items accounting for the difference between income taxes computed at the federal statutory income tax rate and the provision for (benefit from) income taxes consisted of the following:

	Year Ended January 31,		
	2024	2023	2022
Federal statutory rate	21.0 %	21.0 %	21.0 %
<b>Effect of:</b>			
Foreign income at other than U.S. rates	10.9 %	(44.7)%	321.0 %
Intercompany transactions	(4.3)%	3.5 %	(158.2)%
Research tax credits	(26.3)%	26.5 %	(447.7)%
State taxes, net of federal benefit	5.1 %	(4.7)%	(0.7)%
Changes in valuation allowance	(315.5)%	(14.9)%	558.5 %
Share-based compensation	19.1 %	(26.5)%	(365.4)%
Permanent difference	1.2 %	(0.9)%	4.6 %
Nontaxable gain on investment	— %	— %	(15.7)%
Other	1.2 %	(0.4)%	1.0 %
<b>Total</b>	<b>(287.6)%</b>	<b>(41.1)%</b>	<b>(81.6)%</b>

The benefit from income taxes increased in fiscal 2024 primarily due to the release of a portion of our valuation allowance related to U.S. federal and state deferred tax assets.

Significant components of our deferred tax assets and liabilities were as follows (in millions):

	As of January 31,	
	2024	2023
Deferred tax assets:		
Unearned revenue	\$ 16	\$ 11
Other reserves and accruals	47	61
Tax attributes carryforward	1,431	1,587
Capitalized research and development expense	367	255
Property and equipment	—	30
Share-based compensation	69	75
Intangibles	483	503
Operating lease liabilities	69	63
Other	16	15
<b>Total deferred tax assets</b>	<b>2,498</b>	<b>2,600</b>
Valuation allowance	(1,182)	(2,358)
<b>Deferred tax assets, net of valuation allowance</b>	<b>1,316</b>	<b>242</b>
Deferred tax liabilities:		
Deferred commissions	(145)	(127)
Operating lease right-of-use assets	(62)	(57)
Property and equipment	(13)	—
Other	(33)	(47)
<b>Total deferred tax liabilities</b>	<b>(253)</b>	<b>(231)</b>
<b>Net deferred tax assets</b>	<b>\$ 1,063</b>	<b>\$ 11</b>

We periodically evaluate the realizability of our deferred tax assets based on all available evidence, both positive and negative. Prior to fiscal 2024, we considered global cumulative losses as a significant piece of negative evidence. During fiscal 2024, we recognized cumulative earnings on a global basis and were profitable in the U.S. Our ability to sustain and grow our profitability is supported by the continued positive operating performance in the U.S. We also considered forecasts of future taxable income and evaluated the utilization of tax attributes before their expiration. After considering these factors, we determined that the positive evidence outweighed the negative evidence and concluded that it was more likely than not that the majority of U.S. deferred tax assets were realizable. As a result, we released the valuation allowance against all U.S. federal deferred tax assets and state deferred tax assets, excluding certain state tax credits. The remaining valuation allowance of \$1.2 billion as of January 31, 2024, was primarily related to tax credits in certain state jurisdictions and net operating loss in certain foreign jurisdictions. We will continue to evaluate the need for valuation allowances for our deferred tax assets.

The valuation allowance on our net deferred tax assets decreased by \$1.2 billion during fiscal 2024, primarily due to the release of the U.S. federal and state valuation allowance discussed above. The valuation allowance increased by \$116 million during fiscal 2023 primarily due to an increase in deferred tax assets on amortization of intangibles from business combinations and capitalized research and development expenditures and credits, which were partially offset by the utilization of net operating losses.

As of January 31, 2024, we had approximately \$1.7 billion of federal, \$1.9 billion of state, and \$3.5 billion of foreign net operating loss and other tax attributes carryforwards available to offset future taxable income. If not utilized, the pre-fiscal 2018 federal and the state net operating loss carryforwards expire in varying amounts between fiscal 2025 and 2042. The federal net operating losses generated in and after fiscal 2018 and the foreign net operating losses and other tax attributes do not expire and may be carried forward indefinitely.

We also had approximately \$387 million of federal and \$345 million of California research and development tax credit carryforwards as of January 31, 2024. The federal credits expire in varying amounts between fiscal 2025 and 2044. The California research credits do not expire and may be carried forward indefinitely.

Our ability to utilize the net operating loss and tax credit carryforwards in the future may be subject to substantial restrictions in the event of past or future ownership changes as defined in Section 382 of the Internal Revenue Code of 1986, as amended, and similar state tax law.

We intend to permanently reinvest any future earnings in our foreign operations unless such earnings are subject to U.S. federal income taxes. As of January 31, 2024, we estimate any such hypothetical foreign withholding tax expense to be immaterial to our financial statements.

A reconciliation of the gross unrecognized tax benefit is as follows (in millions):

	Year Ended January 31,		
	2024	2023	2022
Unrecognized tax benefits at the beginning of the period	\$ 196	\$ 174	\$ 160
Additions for tax positions taken in prior years	30	1	—
Reductions for tax positions taken in prior years	—	—	(1)
Additions for tax positions related to the current year	27	21	15
Unrecognized tax benefits at the end of the period	\$ 253	\$ 196	\$ 174

Our policy is to include interest and penalties related to unrecognized tax benefits within our provision for income taxes. We did not accrue any material interest expense or penalties during fiscal 2024, 2023, or 2022.

Of the total amount of unrecognized tax benefits of \$253 million, \$125 million, if recognized, would impact the effective tax rate as of January 31, 2024.

We file federal, state, and foreign income tax returns in jurisdictions with varying statutes of limitations. Due to our net operating loss carryforwards, our income tax returns generally remain subject to examination by federal and most state and foreign tax authorities.

**Note 18. Net Income (Loss) Per Share**

Basic net income (loss) per share is computed by dividing net income (loss) by the weighted-average number of shares of common stock outstanding during the period, net of treasury stock. Diluted net income (loss) per share is computed by giving effect to all potentially dilutive shares of common stock, including our convertible senior notes, outstanding warrants related to the issuance of the convertible senior notes, and outstanding share-based awards consisting primarily of unvested RSUs and ESPP obligations. We determine the dilutive effect of outstanding share-based awards and warrants using the treasury stock method, and the dilutive effect of shares underlying our convertible senior notes using the if-converted method.

The net income (loss) per share is allocated based on the contractual participation rights of the Class A common shares and Class B common shares as if the income (loss) for the period had been distributed. As the liquidation and dividend rights are identical, the net income (loss) is allocated on a proportionate basis. The computation of the diluted net income per share of Class A common stock assumes the conversion of our Class B common stock to Class A common stock, while the diluted net income (loss) per share of Class B common stock does not assume the conversion of those shares.

Basic and diluted net loss per share was the same for fiscal 2023, as the inclusion of potentially outstanding weighted-average shares of common stock would have been anti-dilutive due to the incurrence of net loss during the period.

The following table presents the calculation of basic and diluted net income (loss) per share (in millions, except number of shares, which are reflected in thousands, and per share data):

	Year Ended January 31,					
	2024		2023		2022	
	Class A	Class B	Class A	Class B	Class A	Class B
<b>Net income (loss) per share, basic:</b>						
Numerator:						
Net income (loss)	\$ 1,094	\$ 287	\$ (288)	\$ (79)	\$ 22	\$ 7
Denominator:						
Weighted-average shares outstanding, basic	207,001	54,343	199,805	55,014	189,864	57,385
Net income (loss) per share, basic	\$ 5.28	\$ 5.28	\$ (1.44)	\$ (1.44)	\$ 0.12	\$ 0.12
<b>Net income (loss) per share, diluted:</b>						
Numerator:						
Net income (loss)	\$ 1,094	\$ 287	\$ (288)	\$ (79)	\$ 22	\$ 7
Reallocation of net income as a result of conversion of Class B to Class A common stock	287	—	—	—	7	—
Reallocation of net income to Class B common stock	—	(4)	—	—	—	—
Net income (loss) for diluted calculation	1,381	283	(288)	(79)	29	7
Denominator:						
Weighted-average shares outstanding, basic	207,001	54,343	199,805	55,014	189,864	57,385
Conversion of Class B to Class A common stock	54,343	—	—	—	57,385	—
Dilutive effect of share-based awards	3,941	—	—	—	5,549	—
Dilutive effect of warrants related to the issuance of convertible senior notes	—	—	—	—	1,234	—
Weighted-average shares outstanding, diluted	265,285	54,343	199,805	55,014	254,032	57,385
Net income (loss) per share, diluted	\$ 5.21	\$ 5.21	\$ (1.44)	\$ (1.44)	\$ 0.12	\$ 0.12

The computation of diluted net income (loss) per share does not include the effect of the following potentially outstanding weighted-average shares of common stock. The effects of these potentially outstanding shares were not included in the calculation of diluted net income (loss) per share because the effect would have been anti-dilutive (in thousands):

	Year Ended January 31,		
	2024	2023	2022
Shares related to outstanding share-based awards	2,206	15,454	1,436
Shares related to the convertible senior notes	—	5,182	7,817
Shares subject to warrants related to the issuance of convertible senior notes	—	7,762	—
Total	2,206	28,398	9,253

## Note 19. Geographic Information

### Revenues

We sell our subscription contracts and related services in two primary geographical markets: to customers located in the United States and to customers located outside of the United States. Revenues by geography are generally based on the address of the customer as specified in our customer subscription agreement. The following table sets forth revenues by geographic area (in millions):

	Year Ended January 31,		
	2024	2023	2022
United States	\$ 5,457	\$ 4,682	\$ 3,846
Other countries	1,802	1,534	1,293
Total revenues	\$ 7,259	\$ 6,216	\$ 5,139

**Long-Lived Assets**

Our long-lived assets, which primarily consist of property and equipment and operating lease right-of-use assets, are attributed to a country based on the physical location of the assets. Aggregate Property and equipment, net and Operating lease right-of-use assets by geographic area was as follows (in millions):

	As of January 31,	
	2024	2023
United States	\$ 1,199	\$ 1,206
Ireland	213	159
Other countries	111	85
Total long-lived assets	\$ 1,523	\$ 1,450

**Note 20. 401(k) Plan**

We have a qualified defined contribution plan under Section 401(k) of the Internal Revenue Code covering eligible employees. We match a certain portion of employee contributions up to a fixed maximum per employee. Our contributions to the plan were \$64 million, \$57 million, and \$46 million during fiscal 2024, 2023, and 2022, respectively.

**Note 21. Subsequent Events**

***HiredScore, Inc.***

In February 2024, we entered into a definitive agreement to acquire HiredScore, Inc. a provider of AI powered talent orchestration solutions. The transaction is expected to close during the first quarter of fiscal 2025, subject to the satisfaction of customary closing conditions, including required regulatory approval.

***2024 Share Repurchase Program***

In February 2024, our Board of Directors authorized the 2024 Share Repurchase Program, under which we may purchase up to \$500 million of our outstanding shares of Class A common stock. We may repurchase shares of Class A common stock from time to time through open market purchases, in privately negotiated transactions or by other means, including through the use of trading plans intended to qualify under Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, in accordance with applicable securities laws and other restrictions. The timing and total amount of stock repurchases will depend on business, economic, and market conditions, corporate and regulatory requirements, prevailing stock prices, and other considerations. The 2024 Share Repurchase Program has a term of 18 months, may be suspended or discontinued at any time, and does not obligate us to acquire any amount of Class A common stock.

***Tax Withholding Method on Employee Equity Awards***

Beginning in April 2024, we intend to fund withholding taxes due on employee equity awards by net share withholding, rather than our current approach of selling shares of our common stock on our employees' behalf to cover taxes upon vesting of such awards. We expect this net share withholding approach will increase our financing cash outflows and reduce the number of shares that will be issued from our equity plans. However, we are unable to estimate the cash outflows and number of shares that will be withheld since they will depend on the market price of our Class A common stock.

## **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

### **ITEM 9A. CONTROLS AND PROCEDURES**

#### **(a) Evaluation of Disclosure Controls and Procedures**

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act as of the end of the period covered by this report.

In designing and evaluating our disclosure controls and procedures, management recognizes that any disclosure controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Based on management's evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures are designed to, and are effective to, provide assurance at a reasonable level that the information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

#### **(b) Management's Report on Internal Control Over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). Management conducted an assessment of the effectiveness of our internal control over financial reporting based on the criteria set forth in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on the assessment, management has concluded that its internal control over financial reporting was effective as of January 31, 2024, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. Our independent registered public accounting firm, Ernst & Young LLP, has issued an audit report with respect to our internal control over financial reporting, which appears in Part II, Item 8, and is incorporated herein by reference.

#### **(c) Changes in Internal Control Over Financial Reporting**

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during our most recently completed fiscal quarter. Based on that evaluation, our principal executive officer and principal financial officer concluded that there has not been any material change in our internal control over financial reporting during the fourth quarter of fiscal 2024 that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

#### **(d) Limitations on Effectiveness of Controls and Procedures and Internal Control over Financial Reporting**

In designing and evaluating the disclosure controls and procedures and internal control over financial reporting, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures and internal control over financial reporting must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

See Management's Report on Internal Control over Financial Reporting above and the Report of Independent Registered Public Accounting Firm on our internal control over financial reporting in Item 8, which are incorporated herein by reference.



**ITEM 9B. OTHER INFORMATION**

**Insider Trading Arrangements**

During the three months ended January 31, 2024, no directors and/or officers of Workday adopted or terminated a “Rule 10b5-1 trading arrangement,” as defined in item 408(a) of Regulation S-K intending to satisfy the affirmative defense of Rule 10b5-1(c).

**ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

None.

### PART III

#### **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS, AND CORPORATE GOVERNANCE**

The information concerning our directors, our Audit Committee, and any changes to the process by which stockholders may recommend nominees to the Board of Directors required by this Item are incorporated herein by reference to information contained in the Proxy Statement, including “Proposal No. 1: Election of Directors” and “Directors and Corporate Governance.”

The information concerning our executive officers required by this Item is incorporated herein by reference to information contained in the Proxy Statement including “Executive Officers and Other Executive Management.”

With regard to the information required by this Item regarding compliance with Section 16(a) of the Exchange Act, we will provide disclosure of delinquent Section 16(a) reports, if any, in our Proxy Statement, and such disclosure, if any, is incorporated herein by reference.

We have adopted a code of ethics, our Code of Conduct, which applies to all employees, including our principal executive officer, our principal financial officer, and all other executive officers. The Code of Conduct is available on our website at [www.workday.com/codeofconduct](http://www.workday.com/codeofconduct). A copy may also be obtained without charge by contacting Investor Relations, Workday, Inc., 6110 Stoneridge Mall Road, Pleasanton, California 94588 or by emailing [ir@workday.com](mailto:ir@workday.com).

We plan to post on our website at the address described above any future amendments or waivers of our Code of Conduct.

#### **ITEM 11. EXECUTIVE COMPENSATION**

The information required by this Item is incorporated herein by reference to information contained in the Proxy Statement, including “Directors and Corporate Governance” and “Executive Compensation.”

#### **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information required by this Item is incorporated herein by reference to information contained in the Proxy Statement, including “Equity Compensation Plan Information” and “Security Ownership of Certain Beneficial Owners and Management.”

#### **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required by this Item is incorporated herein by reference to information contained in the Proxy Statement, including “Directors and Corporate Governance,” “Related Party Transactions,” and “Employment Arrangements and Indemnification Agreements.”

#### **ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The information required by this Item is incorporated herein by reference to information contained in the Proxy Statement, including “Proposal No. 2: Ratification of Appointment of Independent Registered Public Accounting Firm.”

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

**1. Consolidated Financial Statements**

See Index to Consolidated Financial Statements at Item 8 herein.

**2. Financial Statement Schedules**

All schedules have been omitted because they are not required, not applicable, or not present in amounts sufficient to require submission of the schedule.

**3. Exhibits**

Exhibit No.	Exhibit	Incorporated by Reference			Exhibit No.	Filed Herewith
		Form	File No.	Filing Date		
3.1	<a href="#">Restated Certificate of Incorporation of the Registrant</a>	10-Q	001-35680	December 7, 2012	3.1	
3.2	<a href="#">Amended and Restated Bylaws of the Registrant</a>	8-K	001-35680	January 26, 2023	3.1	
4.1	<a href="#">Form of Registrant's Class A common stock certificate</a>	S-1/A	333-183640	October 1, 2012	4.1	
4.2	<a href="#">Form of Registrant's Class B common stock certificate</a>	S-8	333-184395	October 12, 2012	4.9	
4.3	<a href="#">Description of Securities</a>	10-K	001-35680	March 3, 2020	4.3	
4.4	<a href="#">2022 Indenture dated September 15, 2017 between Workday, Inc. and Wells Fargo Bank, National Association</a>	8-K	001-35680	September 15, 2017	4.1	
4.5	<a href="#">Supplemental Indenture to the 2022 Indenture dated January 2, 2018 between Workday, Inc. and Wells Fargo Bank, National Association</a>	8-K	001-35680	January 2, 2018	4.4	
4.6	<a href="#">Indenture, dated as of April 1, 2022, between Workday and U.S. Bank Trust Company National Association, as trustee</a>	8-K	001-35680	April 1, 2022	4.1	
4.7	<a href="#">Form of 3.500% Note due 2027</a>	8-K	001-35680	April 1, 2022	4.3	
4.8	<a href="#">Form of 3.700% Note due 2029</a>	8-K	001-35680	April 1, 2022	4.4	
4.9	<a href="#">Form of 3.800% Note due 2032</a>	8-K	001-35680	April 1, 2022	4.5	
10.1	<a href="#">Form of Indemnification Agreement</a>	S-1	333-183640	August 30, 2012	10.1	
10.2†	<a href="#">2012 Equity Incentive Plan, as amended</a>	DEF 14A	001-35680	April 27, 2018	Annex A	
10.3†	<a href="#">2012 Equity Incentive Plan forms of Award Agreements, as amended</a>	10-K	001-35680	March 3, 2020	10.4	
10.4†	<a href="#">2022 Equity Incentive Plan</a>	S-8	333-265766	June 22, 2022	4.4	
10.5†	<a href="#">2022 Equity Incentive Plan forms of Award Agreements</a>					X
10.6†	<a href="#">Amended and Restated 2012 Employee Stock Purchase Plan</a>	S-8	333-265766	June 22, 2022	4.6	
10.7†	<a href="#">Amended and Restated 2012 Employee Stock Purchase Plan forms of Award Agreements, as amended</a>					X
10.8†	<a href="#">Adaptive Insights, Inc. 2013 Equity Incentive Plan</a>	S-8	333-226907	August 17, 2018	99.1	
10.9†	<a href="#">Adaptive Insights, Inc. 2013 Equity Incentive Plan forms of Award Agreements</a>	S-8	333-226907	August 17, 2018	99.2	

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10.10†	<a href="#">Workday, Inc. Executive Severance and Change in Control Policy</a>	8-K	001-35680	December 1, 2023	10.1
10.11†	<a href="#">Letter Agreement between Carl Eschenbach and the Registrant dated December 20, 2022</a>	10-K	001-35680	February 27, 2023	10.16
10.12†	<a href="#">Offer Letter between Zane Rowe and Workday, Inc. dated May 23, 2023</a>	8-K	001-35680	May 25, 2023	10.1
10.13†	<a href="#">Separation and Transition Services Agreement between Barbara Larson and Workday, Inc. dated May 24, 2023</a>	8-K	001-35680	May 25, 2023	10.2
10.14†	<a href="#">Workday, Inc. Omnibus Bonus Plan</a>	8-K	001-35680	March 3, 2023	10.1
10.15†	<a href="#">2022 Equity Incentive Plan Global Notice of Performance Restricted Stock Unit Award for Carl Eschenbach</a>	10-K	001-35680	February 27, 2023	10.17
10.16	<a href="#">Restated and Amended Pleasanton Ground Lease by and between San Francisco Bay Area Rapid Transit District and CREA/Windstar Pleasanton, LLC and related assignment agreement dated January 30, 2014</a>	10-K	001-35680	March 31, 2014	10.11
10.17	<a href="#">Stock Restriction Agreement, by and among the Registrant, David A. Duffield and Aneel Bhusri</a>	S-1/A	333-183640	October 1, 2012	10.11
10.18	<a href="#">Form of Convertible Bond Hedge Confirmation (2022)</a>	8-K	001-35680	September 15, 2017	99.1
10.19	<a href="#">Form of Warrant Confirmation (2022)</a>	8-K	001-35680	September 15, 2017	99.2
10.20	<a href="#">Form of Additional Convertible Bond Hedge Confirmation (2022)</a>	8-K	001-35680	September 15, 2017	99.3
10.21	<a href="#">Form of Additional Warrant Confirmation (2022)</a>	8-K	001-35680	September 15, 2017	99.4
10.22	<a href="#">Credit Agreement, dated as of April 6, 2022, among Workday, certain subsidiaries of Workday, Bank of America, N.A., Wells Fargo Bank, National Association, and the other L/C Issuers and Lenders party thereto</a>	8-K	001-35680	April 7, 2022	10.1
21.1	<a href="#">List of Subsidiaries of the Registrant</a>				X
23.1	<a href="#">Consent of Independent Registered Public Accounting Firm</a>				X
24.1	<a href="#">Power of Attorney (incorporated by reference to the signature page of this Annual Report on Form 10-K)</a>				X
31.1	<a href="#">Certification of Periodic Report by Principal Executive Officer under Section 302 of the Sarbanes-Oxley Act of 2002</a>				X
31.2	<a href="#">Certification of Periodic Report by Principal Financial Officer under Section 302 of the Sarbanes-Oxley Act of 2002</a>				X
32.1*	<a href="#">Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>				X
32.2*	<a href="#">Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>				X

97	<a href="#">Compensation Recovery Policy</a>	X
101.INS	XBRL Instance Document - Instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document	X
101.SCH	Inline XBRL Taxonomy Extension Schema Document	X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)	X

† Indicates a management contract or compensatory plan.

\* These exhibits are furnished with this Annual Report on Form 10-K and are not deemed filed with the SEC and are not incorporated by reference in any filing of Workday, Inc. under the Securities Act or the Exchange Act, whether made before or after the date hereof and irrespective of any general incorporation language in such filings.

**ITEM 16. FORM 10-K SUMMARY**

Not applicable.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pleasanton, State of California, on this 8th day of March, 2024.

**WORKDAY, INC.**

/s/ Zane Rowe

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**Zane Rowe**  
**Chief Financial Officer (Principal Financial and Accounting Officer)**

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Zane Rowe or Richard H. Sauer, or any of them, his or her attorneys-in-fact, for such person in any and all capacities, to sign any amendments to this report and to file the same, with exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that either of said attorneys-in-fact, or substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<hr/> <i>/s/ Carl M. Eschenbach</i> <b>Carl M. Eschenbach</b>	Chief Executive Officer <i>(Principal Executive Officer)</i>	March 8, 2024
<hr/> <i>/s/ Zane Rowe</i> <b>Zane Rowe</b>	Chief Financial Officer <i>(Principal Financial and Accounting Officer)</i>	March 8, 2024
<hr/> <i>/s/ Aneel Bhusri</i> <b>Aneel Bhusri</b>	Director	March 8, 2024
<hr/> <i>/s/ Thomas F. Bogan</i> <b>Thomas F. Bogan</b>	Director	March 8, 2024
<hr/> <i>/s/ Ann-Marie Campbell</i> <b>Ann-Marie Campbell</b>	Director	March 8, 2024
<hr/> <i>/s/ Christa Davies</i> <b>Christa Davies</b>	Director	March 8, 2024
<hr/> <i>/s/ Lynne M. Doughtie</i> <b>Lynne M. Doughtie</b>	Director	March 8, 2024
<hr/> <i>/s/ Wayne A.I. Frederick, M.D.</i> <b>Wayne A.I. Frederick, M.D.</b>	Director	March 8, 2024
<hr/> <i>/s/ Mark J. Hawkins</i> <b>Mark J. Hawkins</b>	Director	March 8, 2024
<hr/> <i>/s/ Michael M. McNamara</i> <b>Michael M. McNamara</b>	Director	March 8, 2024
<hr/> <i>/s/ George J. Still, Jr.</i> <b>George J. Still, Jr.</b>	Director	March 8, 2024
<hr/> <i>/s/ Jerry Yang</i> <b>Jerry Yang</b>	Director	March 8, 2024



**WORKDAY, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**GLOBAL NOTICE OF RESTRICTED STOCK UNIT AWARD<sup>1</sup>**

Unless otherwise defined herein, the terms defined in the Workday, Inc. (“*Workday*”) 2022 Equity Incentive Plan (the “*Plan*”) will have the same meanings in this Global Notice of Restricted Stock Unit Award and the electronic representation of this Global Notice of Restricted Stock Unit Award established and maintained by Workday or a third party designated by Workday (this “*Notice*”).

**Name:**

**Address:**

You (“*Participant*”) have been granted an award of Restricted Stock Units (“*RSUs*”) under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Global Restricted Stock Unit Award Agreement (the “*Agreement*”), including any applicable jurisdiction-specific provisions in the appendices attached hereto (the “*Appendices*”), which constitute part of the Agreement.

**Grant Number:**

**Number of RSUs:**

**Date of Grant:**

**Vesting Commencement Date:**

**Expiration Date:** The earlier to occur of: (a) the date on which settlement of all RSUs granted hereunder occurs and (b) the tenth anniversary of the Date of Grant. This RSU expires earlier if Participant’s Service terminates earlier, as described in the Agreement.

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant acknowledges and agrees to the following:

- 1) Participant understands that Participant’s service with Workday or a Parent or Subsidiary or Affiliate is for an unspecified duration, can be terminated at any time (*i.e.*, is “at-will”), subject to applicable law and/or employment or service agreement, and that nothing in this Notice, the Agreement or the Plan changes the nature of that relationship. Participant acknowledges that the vesting of the RSUs pursuant to this Notice is subject to Participant’s continuing service as an Employee, Director or Consultant. If Participant’s service is Terminated for any reason (regardless of whether the termination is in breach of employment laws in the jurisdiction where Participant is employed or is later found to be invalid), such Termination will be considered effective on the date Participant ceases to provide services to Workday or one of its Parents, Subsidiaries or Affiliates and, unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant’s period of service for purposes of the RSUs will not be extended by any notice period or garden leave mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant’s employment agreement. Unless otherwise expressly provided in the Plan or the Agreement or determined by the Committee, Participant’s right to vest in the RSUs under the Plan, if any, will terminate as of such date. To the extent permitted by applicable law, Participant agrees and acknowledges that the Vesting Schedule may change prospectively in the event that Participant’s service status changes between full- and part-time and/or in the event Participant is on a leave of absence, in accordance with Workday policies relating to work schedules and vesting of Awards or as determined by the Committee.
- 2) This grant is made under and governed by the Plan, the Agreement and this Notice, and this Notice is subject to the terms and conditions of the Agreement and the Plan, both of which are incorporated herein by reference. Participant has read the Notice, the Agreement, and the Plan.

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<sup>1</sup> The specific information provided in this Notice may be delivered in electronic form.

- 3) Participant has read Workday's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires, disposes of, or otherwise transacts in Workday's securities.
- 4) By accepting the RSUs, Participant consents to electronic delivery and participation as set forth in the Agreement.

If you wish to decline your RSUs, you should promptly notify our Stock Plan Administrator at [stock\\_admin@workday.com](mailto:stock_admin@workday.com). If you do not provide such notification within thirty (30) days after the Date of Grant, you will be deemed to have accepted your RSUs on the terms and conditions set forth herein.

**WORKDAY, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**

The Compensation Committee of the Board of Directors (the “*Committee*”) of Workday, Inc. (“*Workday*”) has granted to Participant a Restricted Stock Unit Award (“*RSU*”) under Workday’s 2022 Equity Incentive Plan (the “*Plan*”). Unless otherwise defined herein, the terms defined in the Plan will have the same defined meanings in this Restricted Stock Unit Award Agreement (the “*Agreement*”) and the electronic representation of the Notice of Restricted Stock Unit Award established and maintained by Workday, or a third party designated by Workday (the “*Notice*”). The RSU is subject to the terms, restrictions and conditions of the Plan, the Notice and this Agreement, including any applicable jurisdiction-specific provisions in the appendices attached hereto (the “*Appendices*”), which constitute part of this Agreement. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of the Notice or this Agreement, the terms and conditions of the Plan will prevail.

1. **Terms.** The number of RSUs provided by the Award and the applicable Vesting Schedule(s) are set forth in the Notice. Subject to the applicable provisions of the Plan and this Agreement and Workday’s Vesting Acceleration Policy for Death and Permanent Disability, as may be amended from time to time, Participant’s RSU shall vest provided he or she provides continuous service to Workday or its Subsidiaries during the Vesting Schedule(s).
2. **Settlement.** Settlement of RSUs will be made within the calendar year in which the applicable date of vesting under the Vesting Schedule(s) set forth in the Notice occurs or, if later, the fifteen (15th) day of the third (3rd) calendar month following the date of vesting (provided that the Employee will not be permitted, directly or indirectly, to designate the taxable year of the payment). Settlement of RSUs will be in Shares. No fractional RSUs or rights for fractional Shares will be created pursuant to this Agreement.
3. **No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, Participant will have no ownership of the Shares allocated to the RSUs and will have no right to dividends or to vote such Shares.
4. **Dividend Equivalents.** Dividends, if any (whether in cash or Shares), will not be credited to Participant.
5. **Non-Transferability of RSUs.** The RSUs and any interest therein will not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or unless otherwise permitted by the Committee on a case-by-case basis.
6. **Termination.**
  - (a) **General Termination.** If Participant’s service Terminates for any reason, all unvested RSUs will be forfeited to Workday forthwith without payment of any consideration to Participant, and all rights of Participant to such RSUs will immediately terminate (unless as set forth in Workday’s Vesting Acceleration Policy for Death and Permanent Disability, as may be amended or terminated from time to time, if applicable, and unless determined otherwise by the Committee and regardless of the reason for such Termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is providing services or the terms of Participant’s employment or service agreement, if any). Workday, or in the case of Insiders, the Committee will have sole discretion to determine whether a Participant has ceased to provide services for purposes of the Plan and the effective date on which the Participant ceased to provide services (the “*Termination Date*”), as provided in the Plan. For purposes of the RSUs, the Termination Date will be the date Participant ceases to provide services to Workday or one of its Parents, Subsidiaries or Affiliates and, unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant’s period of service for purposes of the RSUs will not be extended by any notice period or garden leave mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant’s employment agreement.

(b) *Change in Service Status.* Participant acknowledges and agrees that the Vesting Schedule(s) may change prospectively in the event Participant's service status changes between full- and part-time and/or in the event Participant is on a leave of absence, in accordance with Workday policies relating to work schedules and vesting of Awards or as determined by the Committee. A change in status from an Employee to a Consultant or a Non-Employee Director (or vice versa) will not result in a Termination, unless otherwise determined by the Committee.

7. **Responsibility for Taxes.** Participant acknowledges that, regardless of any action taken by Workday or, if different, Participant's employer (the "**Employer**") the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable or deemed applicable to Participant ("**Tax-Related Items**"), is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by Workday or the Employer. Participant further acknowledges that Workday and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs and the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that Workday and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. *PARTICIPANT SHOULD CONSULT A TAX ADVISER APPROPRIATELY QUALIFIED IN THE JURISDICTION(S) IN WHICH PARTICIPANT RESIDES OR IS OTHERWISE SUBJECT TO TAXATION.*

Prior to any relevant taxable or tax withholding event, as applicable, to the extent permitted by applicable law, Participant agrees to make arrangements satisfactory to Workday and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes Workday and/or the Employer, or their respective agents, at their discretion, to satisfy any withholding obligations or rights for all Tax-Related Items, if any, by one or a combination of the following:

- (i) withholding from proceeds of the sale of Shares acquired upon settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by Workday (on Participant's behalf pursuant to this authorization and without further consent);
- (ii) withholding in Shares to be issued upon settlement of the RSUs;
- (iii) withholding from Participant's wages or other cash compensation payable to Participant by Workday and/or the Employer or any Parent, Subsidiary or Affiliate;
- (iv) Participant's payment of a cash amount (including by check representing readily available funds or a wire transfer); or
- (v) any other arrangement approved by the Committee and permitted under applicable law,

in each case, under such rules as may be established by the Committee and in compliance with this Plan, Workday's Insider Trading Policy and any 10b5-1 Trading Plan Policy, if applicable. Notwithstanding the foregoing, if Participant is subject to Section 16 of the Exchange Act, Workday will satisfy the obligations with regard to all Tax-Related Items by a mandatory sale, unless the Committee shall establish an alternative method of withholding prior to the taxable or withholding event.

Workday may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates in Participant's jurisdiction(s), including minimum rates or up to the maximum rates applicable in Participant's jurisdiction(s). In the event the application of the withholding rate determined by Workday leads to over-withholding, Participant may receive a refund of any over-withheld amount in cash from Workday or the Employer (and will have no entitlement to the equivalent value in Shares) or, if not refunded by Workday or the Employer, Participant may be able to seek a refund from the applicable tax authority. In the event of under-withholding by Workday or the Employer for any reason, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying the withholding obligation for Tax-Related Items. Unless otherwise required by applicable law or otherwise determined by the Committee, the Fair Market Value of these Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the Tax-Related Items withholding.

Finally, Participant agrees to pay to Workday or the Employer any amount of Tax-Related Items that Workday or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. Workday may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

**8. Nature of Grant.** By accepting the RSUs (whether in writing, electronically or otherwise), Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by Workday, it is discretionary in nature and it may be modified, amended, suspended or terminated by Workday at any time, to the extent permitted by the Plan;

(b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

(c) all decisions with respect to future RSU or other grants, if any, will be at the sole discretion of Workday;

(d) the RSU grant and Participant's participation in the Plan will not create a right to employment or be interpreted as forming or amending an employment or services contract with Workday, the Employer or any Parent, Subsidiary or Affiliate and shall not interfere with any ability Workday, the Employer or any Parent, Subsidiary or Affiliate, as applicable, may have to Terminate Participant's employment or service;

(e) Participant is voluntarily participating in the Plan;

(f) the RSUs and the Shares subject to the RSUs and the income from and value of same are not intended to replace any pension rights or compensation;

(g) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;

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

(i) no claim or entitlement to compensation or damages will arise from forfeiture of the RSUs resulting from (i) the application of any compensation recovery or clawback policy adopted by

Workday or otherwise required by law, or (ii) Participant's Termination (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any);

(j) unless otherwise provided in the Plan or by Workday in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Shares;

(k) unless otherwise agreed with Workday, the RSUs and the underlying Shares, and the income from and value of same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of a Subsidiary, Parent and Affiliate; and

(l) neither Workday, the Employer nor any Parent, Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

9. **No Advice Regarding Grant.** Workday is not providing any tax, legal or financial advice, nor is Workday making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant acknowledges, understands and agrees that Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

10. **Language.** Participant acknowledges and represents that he or she is sufficiently proficient in the English language or has consulted with an advisor who is sufficiently proficient in English, as to allow Participant to understand the terms and conditions of this Agreement, including the Appendix and any other documents related to the Plan. If Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

11. **Jurisdiction-Specific Provisions.** Notwithstanding any provisions in this Agreement, the RSU grant will be subject to any special terms and conditions for Participant's jurisdiction set forth in the Appendices. Moreover, if Participant relocates to one of the jurisdictions included in the Appendices, the special terms and conditions for such jurisdiction will apply to Participant, to the extent Workday determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendices constitute part of this Agreement.

12. **Imposition of Other Requirements.** Workday reserves the right to impose other requirements on Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent Workday determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

13. **Entire Agreement; Enforcement of Rights.** This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No adverse modification of or adverse amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties to this Agreement (which writing and signing may be electronic). The failure by either party to enforce any rights under this Agreement will not be construed as a waiver of any rights of such party.

**14. Compliance with Laws and Regulations.** The issuance of Shares will be subject to and conditioned upon compliance by Workday and Participant with all applicable U.S. and non-U.S. local, state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which Workday's Common Stock may be listed or quoted at the time of such issuance or transfer. Participant understands that Workday is under no obligation to register or qualify the Shares with any U.S. state or federal or any non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that Workday shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by Workday.

**15. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) will be enforced to the maximum extent possible given the intent of the parties hereto and the parties agree to renegotiate any unenforceable provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such unenforceable provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of this Agreement will be interpreted as if such provision were so excluded and (iii) the balance of this Agreement will be enforceable in accordance with its terms.

**16. Governing Law and Venue.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to such state's principles of conflict of laws.

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

**17. No Rights as Employee, Director or Consultant.** Nothing in this Agreement will affect in any manner whatsoever any right or power Workday, the Employer or any Parent, Subsidiary or Affiliate may have, to terminate Participant's service, for any reason, with or without Cause.

**18. Insider Trading / Market Abuse Laws.** Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, the United States and, if different, Participant's country, which may affect Participant's ability to directly or indirectly accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Restricted Stock Units) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "inside information" regarding Workday (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before possessing the inside information. Furthermore, Participant may be prohibited from (a) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (b) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Workday insider trading policy and/or any Workday 10b5-1 trading plan. Neither Workday nor any Parent, Subsidiary or Affiliate will be responsible for such restrictions or liable for the failure on Participant's part to know and abide by such restrictions. Participant should consult with his or her own personal legal advisers to ensure compliance with local laws. In addition, Participant acknowledges that he or she read Workday's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires, disposes of, or otherwise transacts in Workday's securities.

**19. Foreign Asset/Account and Tax Reporting Requirements and Exchange Controls.** Participant acknowledges that his or her country may have certain foreign asset and/or foreign account reporting and/or tax reporting requirements and exchange controls which may affect Participant's ability to acquire or hold Shares purchased under the Plan or cash received from participating in the Plan (including from any dividends paid on or sales proceeds arising from the sale of Shares acquired under the Plan) in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Participant also may be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to Participant's country through a designated bank or broker and/or within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to comply with such regulations, and Participant should consult a personal legal advisor for any details.

**20. Code Section 409A.** For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("**Section 409A**"). Notwithstanding anything else provided herein, to the extent any payments provided under this Agreement in connection with Participant's termination of employment constitute deferred compensation subject to Section 409A, and Participant is deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment will not be made or commence until the earlier of (i) the expiration of the six-month period measured from Participant's separation from service from Workday or (ii) the date of Participant's death following such a separation from service; provided, however, that such deferral will only be effected to the extent required to avoid adverse tax treatment to Participant including, without limitation, the additional tax for which Participant would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment will be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

**21. Award Subject to Workday Clawback or Recoupment.** To the extent permitted by applicable law, the RSUs will be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or Compensation Committee or required by law during the term of Participant's employment or other service that is applicable to Participant. In addition to any other remedies available under such policy and applicable law, Workday may require the cancellation of Participant's RSUs (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's RSUs.

**22. Acknowledgment; Consent to Electronic Delivery of All Plan Documents and Disclosures.** By Participant's acceptance (whether in writing, electronically or otherwise) of the Notice, Participant and Workday agree that the RSUs are granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement. Participant acknowledges receipt of a copy of the Plan, the Plan prospectus, the Notice and this Agreement and hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. Participant has reviewed the Plan, the Plan prospectus, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Plan prospectus, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify Workday upon any change in Participant's residence address.



By acceptance of the RSUs, Participant agrees to participate in the Plan through an on-line or electronic system established and maintained by Workday or a third party designated by Workday and consents to the electronic delivery of the Notice, this Agreement, the Plan, account statements, Plan prospectuses required by the U.S. Securities and Exchange Commission, U.S. financial reports of Workday, and all other documents that Workday is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the RSUs and current or future participation in the Plan. Electronic delivery may include the delivery of a link to a Workday intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at Workday's discretion. Participant acknowledges that Participant may receive from Workday a paper copy of any documents delivered electronically at no cost if Participant contacts Workday by telephone, through a postal service or electronic mail at Stock Administration. Participant further acknowledges that Participant will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, Participant understands that Participant must provide on request to Workday or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, Participant understands that Participant's consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if Participant has provided an electronic mail address), at any time by notifying Workday of such revised or revoked consent by telephone, postal service or electronic mail through Stock Administration. Finally, Participant understands that Participant is not required to consent to electronic delivery.

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant acknowledges and agrees to the following:

Participant understands that Participant's employment or consulting relationship or service with Workday, Inc. or a Parent, Subsidiary or Affiliate is for an unspecified duration, can be terminated at any time (*i.e.*, is at will), subject to applicable law and/or employment or service agreement, and that nothing in this Agreement, the Notice or the Plan changes the nature of that relationship. Participant acknowledges that the vesting of the RSUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant. Participant also understands that this Agreement is subject to the terms and conditions of both the Notice and the Plan, both of which are incorporated herein by reference. Participant has read the Agreement, the Notice and the Plan. By accepting the RSUs, Participant consents to the electronic delivery as set forth in this Agreement.

APPENDIX A

WORKDAY, INC.  
2022 EQUITY INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD AGREEMENT

DATA PRIVACY PROVISIONS FOR EMPLOYEES OUTSIDE THE UNITED STATES

PART 1 - EUROPEAN UNION, EUROPEAN ECONOMIC AREA, SWITZERLAND AND UNITED KINGDOM

Data Privacy Notice.

(a) **Data Collection and Usage.** *Workday and any Parent, Subsidiary, or Affiliate, including the Employer, may control, collect, process and use certain information, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in Workday, details of all restricted stock units or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the purposes of implementing, administering and managing the Plan. Processing of personal data for Plan purposes will be necessary for the performance of the Agreement or in the legitimate interests of Workday, the Employer, any Parent, Subsidiary, Affiliate or a third party which are not overridden by Participant privacy rights, interests or freedoms on balance.*

(b) **Stock Plan Administration Service Providers.** *Workday transfers relevant Plan information, including Participant personal data to E\*Trade Financial Corporate Services, Inc. and E\*Trade Securities LLC (collectively, "E\*Trade"), an independent service provider based in the United States, which is assisting Workday with the implementation, administration and management of the Plan. Workday may select a different service provider or additional service providers and share information including personal data with such other provider(s) serving in a similar manner. Participant may be asked to agree on separate terms or acknowledge data processing practices with the service provider, with such agreement or practice being a condition to the ability to participate in the Plan.*

(c) **International Data Transfers.** *Workday, E\*Trade and relevant service providers are based in the United States. Personal data will be processed in the United States and other international locations in connection with global operations from time to time. Participant's jurisdiction may have different data privacy laws. To protect data privacy rights, Workday maintains a program to implement international data transfer safeguards, this may include entering approved standard contractual clauses with data importers where required by Participant's local jurisdiction laws.*

(d) **Data Retention.** *Personal data will be processed only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax securities, exchange control and labor laws. This period may extend beyond when Participant's service Terminates. When Workday no longer needs personal data, Workday will remove it from its systems to the fullest extent reasonably practicable. If Workday keeps personal data longer, it would be to satisfy legal or regulatory obligations and Workday's legal basis, where required, would include the relevant laws or regulations.*

(e) **Data Subject Rights.** Participant may have a number of rights under data privacy laws in Participant's jurisdiction. Depending on where Participant is based and relevant data privacy laws regulating the processing activity, such rights may include the right to (i) request access or copies of personal data Workday processes, including a summary of processing activities and recipient categories, (ii) rectification, (iii) deletion or erasure, (iv) restrictions on processing, (v) portability and/or (vi) lodge complaints with competent authorities in Participant's jurisdiction. To receive clarification regarding this data privacy notice, these rights or to exercise applicable rights in relation to the personal data processed by Workday, Participant can make an electronic request via Workday's Privacy Portal or write to the office address specified in Workday's Employment Privacy Statement.

(f) **Workday's Employment Privacy Statement.** Further information on Workday's data privacy practices can be found within Workday's Employment Privacy Statement which supplements this data privacy notice.

## **PART 2 - COUNTRIES OUTSIDE THE EUROPEAN UNION, EUROPEAN ECONOMIC AREA, SWITZERLAND AND UNITED KINGDOM**

### **Data Privacy Notice and Consent.**

(a) **Data Collection and Usage.** Workday and any Parent, Subsidiary, or Affiliate, including the Employer, may collect, process and use certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in Workday, details of all restricted stock units or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is Participant's consent.

(b) **Stock Plan Administration Service Providers.** Workday transfers Data to E\*Trade Financial Corporate Services, Inc. and E\*Trade Securities LLC (collectively, "E\*Trade"), an independent service provider based in the United States, which is assisting Workday with the implementation, administration and management of the Plan. Workday may select a different service provider or additional service providers and share Data with such other provider(s) serving in a similar manner. Participant may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.

(c) **International Data Transfers.** Workday and its service providers are based in the United States. Participant's country or jurisdiction may have different data privacy laws and protections than the United States. Workday's legal basis, where required, for the transfer of Data is Participant's consent.

(d) **Data Retention.** Workday will hold and use Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax securities, exchange control and labor laws. This period may extend beyond when Participant's service Terminates. When Workday no longer needs the Data, Workday will remove it from its systems to the fullest extent reasonably practicable. If Workday keeps Data longer, it would be to satisfy legal or regulatory obligations and Workday's legal basis, where required, would be the relevant laws or regulations.

(e) **Voluntariness and Consequences of Consent Denial or Withdrawal.** Participation in the Plan is voluntary and Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing Participant's consent is that Workday would not be able to grant RSUs or other equity awards to Participant or administer or maintain such awards.

(f) Data Subject Rights. Participant may have a number of rights under data privacy laws in Participant's jurisdiction. Depending on where Participant is based, such rights may include the right to (i) request access or copies of Data Workday processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrictions on processing of Data, (v) portability of Data, (vi) lodge complaints with competent authorities in Participant's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding this data privacy notice, these rights or to exercise applicable rights in relation to the personal data processed by Workday, Participant can make an electronic request via Workday's Privacy Portal or write to the office address specified in Workday's Employment Privacy Statement.

(g) Workday's Employment Privacy Statement. Further information on Workday's data privacy practices can be found within Workday's Employment Privacy Statement which supplements this data privacy notice.

By accepting the RSUs and indicating consent via Workday's acceptance procedure, Participant is declaring that Participant agrees with the data processing practices described herein and consents to the collection, processing and use of Data by Workday and the transfer of Data to the recipients mentioned above, including recipients located in countries which may not provide the same level of protection as Participant's country from a data protection perspective, for the purposes described above.

## APPENDIX B

### WORKDAY, INC. 2022 EQUITY INCENTIVE PLAN RESTRICTED STOCK UNIT AWARD AGREEMENT

#### JURISDICTION-SPECIFIC PROVISIONS FOR EMPLOYEES OUTSIDE THE U.S.

##### *Terms and Conditions*

This Appendix B includes additional terms and conditions that govern the RSUs granted to Participant under the Plan if Participant resides and/or works in one of the jurisdictions below. This Appendix B forms part of the Agreement. Any capitalized term used in this Appendix B without definition will have the meaning ascribed to it in the Notice, the Agreement or the Plan, as applicable.

If Participant is a citizen or resident of a jurisdiction, or is considered resident of a jurisdiction, other than the one in which Participant is currently working, or Participant transfers employment and/or residency between jurisdictions after the Date of Grant, Workday will, in its sole discretion, determine to what extent the additional terms and conditions included herein will apply to Participant under these circumstances.

##### *Notifications*

This Appendix B also includes information relating to securities laws, exchange control, foreign asset/account reporting requirements and other issues of which Participant should be aware with respect to Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective jurisdictions as of March 2022. Such laws are often complex and change frequently. As a result, Participant should not rely on the information herein as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time that Participant vests in the RSUs or sells Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to Participant's particular situation, and Workday is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in Participant's jurisdiction may apply to Participant's situation.

Finally, if Participant is a citizen or resident of a jurisdiction, or is considered resident of a jurisdiction, other than the one in which Participant is currently working, or Participant transfers employment and/or residency after the Date of Grant, the information contained herein may not apply to Participant in the same manner.

## AUSTRALIA

### *Notifications*

Securities Law Information. The offer of RSUs on or after January 1, 2023 is being made under Division 1A, Part 7.12 of the Australian *Corporations Act 2001 (Cth)*. If Participant offers any Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law (in addition to any requirements under the Plan and this Agreement). *Participant should consult with Participant's personal legal advisor prior to making any such offer to ensure compliance with the applicable requirements.*

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in the Act).

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD 10,000 and international fund transfers. The Australian bank assisting with the transaction may file the report on Participant's behalf. If there is no Australian bank involved in the transfer, Participant will be required to file the report. *Participant should consult with his or her personal advisor to ensure proper compliance with applicable reporting requirements in Australia.*

## AUSTRIA

### *Notifications*

Exchange Control Information. If Participant holds securities (including Shares acquired under the Plan) or cash (including proceeds from the sale of Shares) outside of Austria, Participant will be required to report certain information to the Austrian National Bank on an annual basis if the value of the shares as of December 31 meets or exceeds €5,000,000. The deadline for filing the annual report is January 31 of the following year.

In addition, when the Shares are sold or a dividend is received, Participant may be required to comply with certain exchange control obligations if the cash proceeds from the sale are held outside of Austria. If the transaction volume of all accounts abroad meets or exceeds €10,000,000, the movement and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th of the following month on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

## BELGIUM

### *Notifications*

Foreign Asset/Account Reporting Information. If Participant is a Belgian resident, Participant is required to report any securities (e.g., Shares acquired under the Plan) or bank account (including brokerage accounts) held outside Belgium on Participant's annual tax return. In a separate report, Belgian residents are required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, [www.nbb.be](http://www.nbb.be).

## CANADA

### *Terms and Conditions*

Vesting/Termination. This provision supplements or replaces, as applicable, the provisions on Termination and Termination Date set forth in Section 1 of the Global Notice of Restricted Stock Unit Award and Section 6 of the Agreement as well as the “Termination” and “Termination Date” definitions in Section 29 of the Plan (and, for the avoidance of doubt, the definition of “Termination Date” included herein replaces the definition of “Termination Date” set forth in Section 6 of the Agreement and Section 29 of the Plan as permitted by the Plan):

Workday, or in the case of Insiders, the Committee will have sole discretion to determine whether a Participant has ceased to provide services for purposes of the Plan and the effective date on which the Participant ceased to provide services (the “**Termination Date**”), as provided in the Plan. For purposes of the RSUs, the Termination Date will be the date Participant is no longer actually providing services (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or otherwise rendering services or the terms of Participant’s employment or service agreement, if any). Unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant’s period of service for purposes of the RSUs will exclude and will not be extended by any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise. Participant will not earn, or be entitled to earn, any pro-rated vesting for that portion of time before the date on which Participant’s right to vest terminates, nor will Participant be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, Participant’s right to vesting of RSUs, if any, will terminate effective as of the last day of Participant’s minimum statutory notice period, but Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of Participant’s statutory notice period, nor will Participant be entitled to any compensation for lost vesting.

### Settlement.

This provision supplements Section 2 of the Agreement:

Notwithstanding any discretion set forth in Section 9.1 of the Plan, settlement of RSUs will be in Shares only, as described herein, and not in cash or a combination of cash and Shares.

### *The following provisions apply to Participants in Quebec:*

Data Privacy. The following provision supplements Part 2 of Appendix A.

Participant hereby authorizes Workday and Workday’s representatives to discuss and obtain all relevant information from all personnel, professional or non-professional, involved with the administration and operation of the Plan for purposes that relate to the administration of the Plan. Participant further authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate to disclose and discuss such information with their advisors. Participant acknowledges and agrees that Participant’s personal information, including any sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the U.S. Participant also authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate to record such information and to keep such information in Participant’s employment file. If applicable, Participant also acknowledges and authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on Participant or the administration of the Plan.

French Language Documents. A French translation of certain documents related to the Plan will be made available to Participant as soon as reasonably practicable. Notwithstanding the provisions of Section 10 of the Agreement, to the extent required by applicable law and unless Participant indicates otherwise, the French translation of such documents will govern Participant's participation in the Plan.

Documents en Langue Française. Une traduction française de certains documents relatifs au Plan sera mise à la disposition du Participant dès que cela sera raisonnablement possible. Nonobstant les dispositions de l'article 10 du Contrat d'Attribution, dans la mesure requise par la loi applicable et à moins que le Participant n'indique le contraire, la traduction française de ces documents régira la participation du Participant au Plan.

### **Notifications**

Securities Law Information. Participant understands he or she is permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the Nasdaq Global Select Market (the "*Nasdaq*").

Foreign Asset/Account Reporting Information. Canadian residents are required to report foreign specified property, including Shares and rights to receive Shares (e.g., RSUs), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time during the year. RSUs must be reported (generally, at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by Participant. When Shares are acquired, their cost generally is the adjusted cost base ("*ACB*") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if Participant owns other Shares, this ACB may have to be averaged with the ACB of the other Shares.

## **CHINA**

### **Terms and Conditions**

*The following provisions govern Participant's participation in the Plan only if Participant is subject to exchange control restrictions in the People's Republic of China ("**China**"), as determined by Workday in its sole discretion.*

Vesting and Settlement Conditions. This section supplements Sections 1 and 2 of the Agreement:

Workday is under no obligation to vest RSUs or issue Shares unless and until its registration application is approved by the Chinese State Administration of Foreign Exchange ("*SAFE*"). Further, at Workday's discretion, RSUs will not vest and Shares will not be issued if, at the time Participant's RSUs are otherwise scheduled to vest, the SAFE registration has become invalid or ceased to be effective for any reason. Further, RSUs will not vest and the underlying Shares will not be issued unless and until Workday determines that such vesting and issuance of Shares complies with all relevant laws and regulations.

Required Sale of Shares. To facilitate compliance with exchange control laws in China, Workday may require that any Shares acquired upon the vesting and settlement of RSUs be immediately sold. Workday is authorized to instruct E\*Trade or such other broker as may be selected by Workday to assist with the mandatory sale of such Shares (on Participant's behalf pursuant to this authorization), and Participant expressly authorizes such broker to complete the sale of such Shares. In this regard, Participant agrees to sign any agreements, forms and/or consents that may be reasonably requested by Workday (or Workday's designated broker) to effectuate the sale of the Shares (including, without limitation, with respect to the transfers of the proceeds and other exchange control matters noted below) and otherwise cooperate with Workday on such matters, provided Participant will not be permitted to exercise any influence over how, when or whether the sales occur. Participant acknowledges that E\*Trade or such other designated broker as may be selected by Workday is under no obligation to arrange for the sale of the Shares at any particular price.



Alternatively, if Workday, in its discretion, does not exercise its right to require the immediate sale of Shares issuable upon vesting of the RSUs, as described in the preceding paragraph, any Shares acquired by Participant under the Plan must be sold no later than six months from the date of Termination, or within any other such time frame as may be permitted by Workday or required by SAFE. Any Shares acquired by Participant under the Plan that have not been sold within six months of the date of Termination shall be automatically sold by E\*Trade or such other broker as may be selected by Workday pursuant to this authorization and subject to the terms of the preceding paragraph. Upon the sale of the Shares, Workday agrees to pay the cash proceeds from the sale (less any applicable Tax-Related Items, brokerage fees and commissions) to Participant in accordance with applicable exchange control laws and regulations including, but not limited to, the restrictions set forth under the “Exchange Control Restrictions” section immediately below.

**Exchange Control Requirements.** Any Shares that Participant acquires at vesting of the RSUs (less amounts required to be withheld to satisfy Tax-Related Items) will be credited to Participant’s account with E\*Trade or such other broker as may be selected by Workday. Participant understands that these Shares must remain in such account until Participant decides or is required to sell them. Participant understands and agrees that, due to exchange control laws in China, Participant will be required to immediately repatriate to China any funds received from participating in the Plan (including cash proceeds from the sale of Shares and any dividends paid on such Shares). Participant further understands that, under exchange control laws in China, such repatriation of the funds will need to be effected through a special exchange control account established by Workday, the Employer or another Subsidiary, and Participant hereby consents and agrees that the funds will be transferred to such special account prior to being delivered to Participant. Participant also understands that Workday will deliver the funds to Participant as soon as possible, but there may be delays in distributing the funds to Participant due to exchange control requirements in China. The funds may be paid in U.S. dollars or local currency, at Workday’s discretion. If the funds are paid in U.S. dollars, Participant understands that Participant may be required to open a U.S. Dollar bank account in China into which the funds can be deposited. If the funds are converted to local currency, Participant acknowledges that Workday is under no obligation to secure any particular currency conversion rate, and that it may face delays in converting the funds to local currency. Participant will bear the risk of any currency conversion rate fluctuation between the date that the Shares are sold (or any other funds are received) and the date of conversion of the funds to local currency. Participant must comply with any other requirements imposed by Workday in the future in order to facilitate compliance to the exchange control requirements in China.

## **COSTA RICA**

There are no country-specific provisions.

## **CZECH REPUBLIC**

### ***Notifications***

**Exchange Control Information.** Upon request of the Czech National Bank, Participant may be required to file a report in connection with the RSUs and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, Participant should consult with his or her personal advisor before vesting of the RSUs and before opening any foreign accounts in connection with the RSUs to ensure compliance with current regulations. Participant is responsible for complying with applicable Czech exchange control laws.

## **DENMARK**

### ***Terms and Conditions***

**Danish Stock Option Act.** Participant acknowledges that he or she has received the Employer Statement in Danish which sets forth additional information about the RSUs to the extent that the Danish Stock Option Act, as amended as of 1 January 2019 (the “*Act*”), applies.

Participant understands that the Act only applies to “employees” as that term is defined in Section 2 of the Act. If Participant is a member of the registered management of a Subsidiary in Denmark or otherwise does not satisfy the definition of employee, he or she is not subject to the Act and the Employer Statement will not apply to him or her.

### ***Notifications***

**Foreign Asset/Account Reporting Information.** If the Participant establishes an account holding Shares or cash outside Denmark, the Participant must report the account to the Danish Tax Administration. The form may be obtained from a local bank.

### **FINLAND**

There are no country-specific provisions.

### **FRANCE**

#### ***Terms and Conditions***

**Language Consent.** By accepting the RSUs, Participant confirms having read and understood the Plan and this Agreement, which were provided in the English language. Participant accepts the terms of those documents accordingly.

**Consentement Relatif à la Langue Utilisée.** *En acceptant ces Restricted Stock Units [“RSUs”], le Participant confirme avoir lu et compris le Plan et le présent Contrat d’Attribution qui ont été transmis en langue anglaise. Le Participant accepte les termes et conditions de ces documents en connaissance de cause.*

**French-Qualified Status.** The RSUs are intended to constitute awards that qualify for the special tax and social security treatment in France applicable to RSUs granted for no consideration under Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended (“**French-Qualified RSUs**”). As such, they will be governed by the provisions in this Agreement, including the following provisions applicable to French-Qualified RSUs, the French Sub-Plan to the Workday, Inc. 2022 Equity Incentive Plan (“**French Sub-Plan**”) and the Plan. By accepting the French-Qualified RSUs, Participant acknowledges that Participant has received a copy of the Plan and the French Sub-Plan.

Certain events may affect the status of the RSUs as French-Qualified RSUs, and the French-Qualified RSUs or the underlying Shares may be disqualified in the future. Workday does not make any undertaking or representation to maintain the qualified status of the French-Qualified RSUs or of the underlying Shares.

Capitalized terms used but not defined in the following provisions, in the Agreement or the Plan shall have the meanings ascribed to them in the French Sub-Plan.

- (a) **Minimum Vesting Period.** Notwithstanding the Vesting Schedule set forth in the Notice, under no circumstances will the French-Qualified RSUs vest prior to the expiration of such period as is required to comply with the minimum vesting period applicable to French-Qualified RSUs under Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended, the relevant sections of the French Tax Code and/or the relevant sections of the French Social Security Code, as amended, except in the case of Participant’s death. The minimum vesting period is currently one year from the Date of Grant. As such, if the first anniversary of the Vesting Commencement Date is prior to the first anniversary of the Date of Grant, the Award shall vest as to the first 25% of the French-Qualified RSUs on the first anniversary of the Date of Grant rather than the first anniversary of the Vesting Commencement Date.

- (b) Termination of Service Due to Death or Disability. This provision supplements Workday's Vesting Acceleration Policy for Death and Permanent Disability, as may be amended from time to time.
- i. Death. In the event of Participant's death, the applicable vesting requirements will be considered met in full and Participant's heirs may request the issuance of the Shares subject to the French-Qualified RSUs within six months from the date of Participant's death. If Participant's heirs do not request the issuance of the Shares within six months from the date of Participant's death, the French-Qualified RSUs will be forfeited.
  - ii. Disability. If Participant's Service terminates due to Participant's Disability (as defined in the French Sub-Plan), then 100% of the French-Qualified RSUs will be accelerated as of the date of Participant's termination.
- (c) Restriction on Disposition of Shares. Participant may not sell or transfer the Shares Participant acquires upon the vesting of the French-Qualified RSUs until such time as is required to comply with the minimum holding period applicable to Shares underlying French-Qualified RSUs under Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended, the relevant sections of the French Tax Code and/or the relevant sections of the French Social Security Code, as amended, except in the case of Participant's death or Disability (as defined in the French Sub-Plan).

The minimum holding period is currently two years from the Date of Grant. Except in the case of the termination of Participant's service due to death or Disability (as defined in the French Sub-Plan), the minimum holding period restriction will continue to apply even if Participant is no longer providing service to Workday or a Subsidiary.

Furthermore, the Shares underlying French-Qualified RSUs cannot be sold or transferred during a Closed Period (as defined in the French Sub-Plan), to the extent applicable under French law.

Finally, if Participant qualifies as managing corporate officer, as defined in Section 3(b) of the French Sub-Plan, Participant may not sell 20% of the Shares acquired upon vesting of the French-Qualified RSUs until the termination of Participant's duties as a managing corporate officer.

### ***Notifications***

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities exceeds a certain threshold. *Participant should consult with a personal legal advisor for further details regarding this requirement.*

Foreign Asset/Account Reporting Information. If Participant holds securities (including Shares purchased under the Plan) or maintains a foreign bank account, Participant is required to report these to the French tax authorities when filing Participant's annual tax return.

### **GERMANY**

#### ***Notifications***

Exchange Control Information. Cross border payments in excess of €12,500 must be reported monthly to the *Deutsche Bundesbank*. Such reporting obligation might arise when Shares are issued to Participant and when Shares are subsequently sold by Participant. *Participant is responsible for complying with applicable reporting obligations and should consult with a personal legal advisor on this matter.*

**Foreign Asset/Account Reporting Information.** If Participant's acquisition of Shares under the Plan leads to a so-called qualified participation at any point during the calendar year, Participant will need to report the acquisition when he or she files his or her tax return for the relevant year. A qualified participation is attained if (i) the value of the Shares acquired exceeds EUR 150,000 or (ii) in the unlikely event that Participant holds Shares exceeding 10% of the total capital of Workday. However, if the Shares are listed on a recognized U.S. stock exchange and Participant owns less than 1% of Workday, this requirement will not apply to him or her. If applicable, Participant will be responsible for obtaining the appropriate form from a German federal bank and complying with the reporting obligations.

## **GREECE**

**Foreign Asset/Account Reporting Information.** If Participant acquires Shares under the Plan, Participant must report such foreign assets on Participant's tax return.

## **HONG KONG**

### ***Terms and Conditions***

**Securities Law Information.** *WARNING: The grant of the RSUs under the Plan and the Shares subject to the RSUs do not constitute a public offer of securities under Hong Kong law and are available only to employees of Workday, its Subsidiaries and any Parent. This Agreement and the Plan and any other incidental communication materials distributed in connection with the Plan (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, (ii) have not been reviewed by any regulatory authority in Hong Kong, and (iii) are intended only for the personal use of eligible employees of Workday, its Subsidiaries and any Parent, and may not be distributed to any other person.*

*Participant is advised to exercise caution in relation to the right to acquire Shares. If Participant is in any doubt about any of the contents of this Agreement, the Plan or any other incidental communication materials distributed in connection with the Plan, Participant should obtain independent professional advice.*

**Sale of Shares.** By accepting the RSUs, Participant agrees that in the event Shares are issued in respect of the RSUs within six months of the Date of Grant, Participant will not dispose of any Shares acquired prior to the six-month anniversary of the Date of Grant.

## **INDIA**

### ***Notifications***

**Exchange Control Information.** Participants resident in India are required to repatriate to India any funds received under the Plan within such period of time prescribed under applicable Indian exchange control regulations, as may be amended from time to time. Upon repatriation, a foreign inward remittance certificate ("**FIRC**") will be issued by the bank where the foreign currency is deposited. The FIRC should be retained as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is Participant's responsibility to comply with applicable exchange control laws in India. Participant may also be required to provide information about Shares acquired under the Plan and held outside of India to the Company or the Employer to enable them to comply with applicable exchange control reporting requirements in India.

**Foreign Asset/Account Reporting Information.** Indian residents must declare the following items in their annual tax returns: (i) any foreign assets held (including Shares acquired under the Plan), and (ii) any foreign bank accounts for which the resident has signing authority. It is Participant's responsibility to comply with applicable tax laws in India. Participant should consult with a personal tax advisor to ensure proper reporting of foreign assets and bank accounts.

## INDONESIA

### *Terms and Conditions*

Language Consent. By accepting the Award, Participant (i) confirms having read and understood these documents provided in the English language, (ii) accepts the terms of these documents accordingly, and (iii) agrees not to challenge the validity of these documents based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Persetujuan dan Pemberitahuan Bahasa. Dengan menerima Penghargaan ini, (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian Penghargaan ini (yaitu Rencana dan Perjanjian Opsi Saham) yang disediakan untuk anda dalam bahasa Inggris, (ii) anda menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau peraturan pelaksana dari Peraturan Presiden (ketika diterbitkan nantinya).

### *Notifications*

Exchange Control Information. Foreign exchange activity is subject to certain reporting requirements. For foreign currency transactions exceeding USD 25,000, the underlying document of that transaction will have to be submitted to the relevant local bank. If Participant repatriates funds (e.g., proceeds from the sale of Shares) into Indonesia, the Indonesian bank through which the transaction is made will submit a report of the transaction to the Bank of Indonesia.

For transactions of USD 10,000 or more (or its equivalent in other currency), a more detailed description of the transaction must be included in the report and Participant may be required to provide information about the transaction to the bank in order to complete the transaction.

Foreign Asset/Account Reporting Information. Indonesian residents are required to report worldwide assets (including foreign accounts and Shares acquired under the Plan) in their annual individual income tax return.

## IRELAND

### *Notifications*

Director Notification Requirement. If Participant is a director, shadow director or secretary of an Irish Parent or Subsidiary, Participant must notify the Irish Parent or Subsidiary in writing upon (a) receiving or disposing of an interest in Workday (e.g., RSUs, Shares, etc.), (b) becoming aware of the event giving rise to the notification requirement, or (c) becoming a director or secretary if such an interest exists at the time, in each case if the interest represents more than 1% of Workday's share capital or voting rights. This notification requirement also applies with respect to the interests of any spouse or minor children (whose interests will be attributed to the director, shadow director or secretary).

## ITALY

### *Terms and Conditions*

Plan Document Acknowledgement. Participant acknowledges that by accepting the RSUs, Participant has been given access to the Plan document, has reviewed the Plan and this Agreement in their entirety and fully understands and accepts all provisions of the Plan and this Agreement. Further, Participant acknowledges that he or she has read and expressly approves the following sections of the Agreement: Section 1. Terms; Section 2. Settlement; Section 6. Termination; Section 7. Responsibility for Taxes; Section 8. Nature of Grant; Section 9. No Advice Regarding Grant; Section 10. Language; Section 12. Imposition of Other Requirements; Section 14. Compliance with Laws and Regulations; Section 16. Governing Law and Venue; Section 21. Award Subject to Workday Clawback or Recoupment; and Section 22. Acknowledgment; Consent to Electronic Delivery of All Plan Documents and Disclosures.

### *Notifications*

Foreign Asset/Account Reporting Information. Participant understands that if Participant is an Italian resident and at any time during the fiscal year Participant holds foreign financial assets (including cash and Shares) which may generate income taxable in Italy, Participant is required to report these assets on Participant's annual tax return (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets, even if Participant does not directly hold investments abroad or foreign assets.

## JAPAN

### *Notifications*

Foreign Asset/Account Reporting Information. Participant understands that if Participant holds assets outside of Japan (e.g., Shares acquired under the Plan) with a total net fair market value exceeding ¥50,000,000 (or an equivalent amount in foreign currency) as of December 31 each year, Participant is required to report the details of such assets to the Japanese tax authorities by March 15th of the following year. Participant acknowledges that he or she should consult with Participant's personal tax advisor to determine Participant's personal reporting obligations.

## LATVIA

There are no country-specific provisions.

## MALAYSIA

### *Terms and Conditions*

*Data Privacy.* *The following provision replaces Part 2 of Appendix A.*

***Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, Workday, the Employer and any other Parent or Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.***

*Participant understands that Workday, the Employer and any other Parent or Subsidiary may hold certain personal information about Participant, including, but not limited to, Participant's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in Workday, details of all RSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. The source of the Data is the Employer, as well as information which Participant is providing to Workday and the Employer in connection with the Plan and this Agreement.*

*Participant authorizes that Data will be transferred to E\*Trade or such other stock plan service provider as may be selected by Workday in the future, which is assisting Workday with the implementation, administration and management of the Plan. Participant further authorizes that Workday, the Employer and any other Parent or Subsidiary will transfer Data among themselves as necessary for the purpose of the implementation, administration and management of Participant's participation in the Plan, and that Workday, the Employer and any other Parent or Subsidiary may each further transfer Data to third parties assisting Workday in the implementation, administration and management of the Plan, including any requisite transfer to a broker or another third party with whom Participant may elect to deposit any Shares acquired under the Plan. Participant acknowledges that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative, whose email is [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com). Participant authorizes Workday, E\*Trade and any other possible recipients which may assist Workday (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data to a third party with whom the Participant may elect to deposit any Shares acquired upon vesting of the RSUs.*

*Participant authorizes that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be affected; the only consequence of refusing or withdrawing Participant's consent is that Workday would not be able to grant Participant RSUs or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative at [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com).*

#### Malaysian Translation

*Peserta dengan ini secara eksplisit dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi Peserta seperti yang diterangkan dalam Perjanjian dan sebarang bahan geran RSU lain oleh dan di antara, seperti mana yang terpakai, Workday, Majikan dan mana-mana Syarikat Induk atau Anak-Anak Syarikatnya untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut.*

*Peserta memahami bahawa Workday, Majikan dan mana-mana Syarikat Induk atau Anak-Anak Syarikat mungkin memegang maklumat peribadi tertentu tentang Peserta, termasuk, tetapi tidak terhad kepada, nama Peserta, alamat rumah dan nombor telefon, alamat emel, tarikh lahir, insurans sosial, nombor passport atau nombor pengenalan lain (seperti, nombor pendaftaran penduduk tetap atau nombor kad pengenalan), gaji, kewarganegaraan, jawatan, apa-apa syer dalam saham atau jawatan sebagai pengarah yang dipegang di Workday, butir-butir semua RSUs atau apa-apa hak lain atas syer dalam saham yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak terletak hak ataupun yang belum dijelaskan bagi faedah Peserta (“Data”), untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut. Sumber Data adalah daripada Majikan, dan juga maklumat yang Peserta berikan kepada Workday dan Majikan berhubung dengan Pelan tersebut dan Perjanjian ini.*

*Peserta memberi kuasa bahawa Data ini akan dipindahkan kepada E\*Trade atau pembekal perkhidmatan pelan saham yang ditetapkan oleh Workday pada masa depan yang membantu Workday dengan pelaksanaan, pentadbiran dan pengurusan Pelan tersebut. Peserta juga memberi kuasa bahawa Workday, Majikan dan Syarikat Induk atau Anak-Anak Syarikat lain akan memindahkan Data sesama mereka seperti diperlukan untuk tujuan melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut, dan Workday, Majikan dan Syarikat Induk atau Anak-Anak Syarikat yang lain masing-masing boleh memindahkan Data kepada pihak-pihak ketiga yang membantu Workday dalam pelaksanaan, pentadbiran dan pengurusan Pelan tersebut, termasuk pemindahan yang diperlukan kepada broker atau pihak ketiga yang lain yang mana Peserta boleh memilih untuk menandatangani Syer-Syer yang diperolehi daripada Pelan tersebut. Peserta mengakui bahawa penerima-penerima Data mungkin berada di Amerika Syarikat atau di tempat lain dan bahawa negara penerima-penerima mungkin mempunyai undang-undang privasi data dan perlindungan yang berbeza daripada negara Peserta. Peserta memahami bahawa sekiranya Peserta menetap di luar Amerika Syarikat, Peserta boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Peserta, [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com). Peserta memberi kuasa kepada Workday, E\*Trade dan mana-mana penerima-penerima lain yang mungkin membantu Workday (pada masa sekarang atau pada masa depan) untuk melaksanakan, mentadbir dan menguruskan Pelan bagi menerima, memiliki, menggunakan, menyimpan dan memindahkan Data, dalam bentuk elektronik atau lain-lain, semata-mata dengan tujuan untuk melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut, termasuk apa-apa pemindahan Data yang diperlukan kepada pihak ketiga yang lain dengan sesiapa yang Peserta pilih untuk deposit apa-apa Saham yang diperolehi selepas terletak hak RSUs.*



*Peserta memberi kuasa bahawa Data hanya akan disimpan untuk sepanjang tempoh yang diperlukan bagi melaksanakan, mentadbir, dan menguruskan penyertaan Peserta dalam Pelan tersebut. Peserta memahami bahawa sekiranya Peserta menetap di luar Amerika Syarikat, Peserta boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemprosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan terkandung di sini, dalam mana-mana kes, tanpa kos, dengan menghubungi secara bertulis wakil sumber manusia tempatan Peserta. Peserta selanjutnya memahami bahawa Peserta memberi persetujuan ini secara sukarela. Sekiranya Peserta tidak bersetuju, atau kemudian membatalkan persetujuannya, status pekerjaan atau perkhidmatan Peserta dengan Majikan tidak akan terjejas; satu-satunya akibat jika Peserta tidak bersetuju atau menarik balik persetujuan Peserta adalah bahawa Workday tidak akan dapat menganugerahkan kepada Peserta RSUs atau anugerah ekuiti lain atau mentadbir atau mengekalkan anugerah tersebut. Oleh itu, Peserta memahami bahawa keengganan atau penarikan balik persetujuan Peserta boleh menjejaskan keupayaannya untuk mengambil bahagian dalam Pelan tersebut. Untuk maklumat lanjut mengenai akibat keengganan Peserta untuk memberikan keizinan atau penarikan balik keizinan, Peserta memahami bahawa Peserta boleh menghubungi wakil sumber manusia tempatan Peserta, [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com).*

### *Notifications*

Director Notification Obligation. Directors of Workday’s Malaysian Subsidiary are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify such entity in writing within 14 business days of the acquisition or disposal of an interest (e.g., RSUs granted under the Plan or Shares) in Workday or any related company.

## **MEXICO**

### *Terms and Conditions*

Plan Document Acknowledgement. By accepting the RSUs, Participant acknowledges that he or she has received a copy of the Plan and the Agreement, which Participant has reviewed. Participant acknowledges further that he or she accepts all the provisions of the Plan and the Agreement. Participant also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in Section 8 (“Nature of Grant”) in the Agreement, which clearly provides as follows:

- (1) Participant’s participation in the Plan does not constitute an acquired right;
- (2) The Plan and Participant’s participation in the Plan are offered by Workday on a wholly discretionary basis;
- (3) Participant’s participation in the Plan is voluntary; and
- (4) Workday and its Subsidiaries are not responsible for any decrease in the value of any Shares acquired at vesting and settlement of the RSUs.

Labor Law Policy and Acknowledgment. By accepting the RSUs, Participant expressly recognizes that Workday, with registered offices at 6110 Stoneridge Mall Road, Pleasanton, California U.S.A., is solely responsible for the administration of the Plan, and that Participant’s participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and Workday since Participant is participating in the Plan on a wholly commercial basis and the Workday Mexico S. de R.L. de C.V. (“*Workday Mexico*”) is his or her sole employer. Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between Participant and Workday Mexico and do not form part of the employment conditions and/or benefits provided by Workday Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant’s employment.

Participant further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of Workday; therefore, Workday reserves the absolute right to amend and/or discontinue Participant's participation at any time without any liability to Participant.

Finally, Participant hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against Workday for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and Participant therefore grants a full and broad release to Workday, and its Subsidiaries, affiliates, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

### Spanish Translation

#### Términos y Condiciones

Reconocimiento del Plan. Al aceptar las Unidades, el Participante reconoce que ha recibido y revisado una copia del Plan y del Acuerdo. El Participante reconoce, además, que acepta todas las disposiciones del Plan y del Acuerdo. El Participante también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección 8 ("Naturaleza del Otorgamiento") del Acuerdo de Acciones Restringidas, que claramente dispone lo siguiente:

- (1) La participación del Participante en el Plan no constituye un derecho adquirido;
- (2) El Plan y la participación del Participante en el Plan se ofrecen por Workday en su discrecionalidad total;
- (3) La participación del Participante en el Plan es voluntaria; y
- (4) Workday y sus Subsidiarias no son responsables por ninguna disminución en el valor de las acciones adquiridas al conferir las Unidades de Acciones Restringidas.

Política Laboral y Reconocimiento. Al aceptar las Unidades de Acciones Restringidas, el Participante expresamente reconoce que Workday, con oficinas registradas en Workday, Inc., 6110 Stoneridge Mall Road, Pleasanton, California U.S.A., es la única responsable por la administración del Plan y que la participación del Participante en el Plan y la adquisición de Acciones no constituyen una relación de trabajo entre el Participante y Workday, ya que el Participante participa en el Plan en un marco totalmente comercial y Workday Mexico S. de R.L. de C.V. ("**Workday Mexico**") es su único patrón. Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Participante y el patrón, Workday Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Workday Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Participante.

Asimismo, el Participante reconoce que su participación en el Plan es resultado de una decisión unilateral y discrecional de Workday; por lo tanto, Workday se reserva el derecho absoluto de modificar y/o terminar la participación del Participante en cualquier momento y sin responsabilidad alguna hacia el Participante.

Finalmente, el Participante por este medio declara que no se reserva ningún derecho o acción que ejercitar en contra de Workday por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Participante exime amplia y completamente a Workday, y sus afiliadas, subsidiarias, sucursales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales de cualquier demanda que pudiera surgir.

### ***Notifications***

**Securities Law Information.** The RSUs granted and any Shares acquired under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, this Agreement, and any other document relating to the RSUs may not be publicly distributed in Mexico. These materials are addressed to Participant because of his or her existing relationship with Workday and/or any Parent or Subsidiary or Affiliate, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities, but rather constitutes a private placement of securities addressed specifically to individuals who are present Employees of the Employer made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

### **NETHERLANDS**

There are no country-specific provisions.

### **NEW ZEALAND**

#### ***Notifications***

**Securities Law Information. WARNING:** Participant is being granted RSUs which allow Participant to acquire Shares in accordance with the terms of this Agreement and the Plan. The Shares, if issued, will give Participant a stake in the ownership of Workday. Participant may receive a return if dividends are paid.

If Workday runs into financial difficulties and is wound up, Participant will be paid only after all other creditors (including holders of preference shares, if any) have been paid. Participant may lose some or all of Participant's investment, if any.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, Participant may not be given all the information usually required. Participant will also have fewer other legal protections for this investment.

The Shares are quoted on the Nasdaq Global Select Market ("*Nasdaq*"). This means that if Participant acquires Shares, Participant may be able to sell the Shares on the Nasdaq if there are interested buyers. Participant may get less than he or she invested. The price will depend on the demand for the Shares.

For a copy of Workday's most recent financial statements (and, where applicable, a copy of the auditor's report on those financial statements), as well as information on risk factors impacting Workday's business that may affect the value of the Shares, Participant should refer to the risk factors discussion in Workday's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at [www.sec.gov](http://www.sec.gov), as well as on Workday's website at <http://www.workday.com/en-us/company/investor-relations/sec-filings.html>.

Participant should ask questions, read all documents carefully, and seek independent financial advice before participating in the Plan.

## **NORWAY**

### ***Notifications***

**Foreign Asset/Account Reporting Information.** If Shares are acquired under the Plan, Participant may be subject to foreign asset reporting as part of the ordinary tax return. Norwegian banks, financial institutions, limited companies, etc. must report certain information to the Tax Administration. Such information may then be pre-populated in Participant's tax return. However, if Participant has traded, or own, financial instruments (e.g., Shares), Participant must enter this information in Form RF-1159, which is an appendix to the tax return.

## **POLAND**

### ***Notifications***

**Exchange Control Information.** Polish residents holding foreign securities (including Shares) and maintaining accounts abroad (including any brokerage account) must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (calculated individually or together with all other assets/liabilities held abroad) exceeds a specified threshold (currently PLN7,000,000). If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

In addition, any transfer of funds in excess of a specified threshold (currently €15,000, but if such transfer is connected with business activity of an entrepreneur, PLN15,000) must be effected through a bank account in Poland. Participant should maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

## **SINGAPORE**

### ***Notifications***

**Securities Law Information.** The grant of RSUs under the Plan is being made pursuant to the "Qualifying Person" exemption under section 273(1)(i) of the Securities and Futures Act (Cap. 289, Rev Ed 2006) ("**SFA**"). The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore. The RSUs are subject to section 257 of the SFA and Participant should not make any subsequent sale of Shares in Singapore or any offer of such subsequent sale of Shares in Singapore, unless such sale or offer is made (a) more than six (6) months after the Date of Grant, (b) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA, or (c) pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA. Workday's common stock is currently traded on the Nasdaq Global Select Market in the U.S. under the ticker symbol "WDAY" and any Shares acquired pursuant to the RSUs may be sold on this exchange.

**Director Notification Obligation.** The directors (including associate directors and shadow directors) of a Singapore Parent, Subsidiary or Affiliate are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify such entity in writing within two business days of any of the following events: (a) the acquisition or disposal of an interest (e.g., RSUs granted under the Plan or Shares) in Workday or any Parent, Subsidiary or Affiliate, (b) any change in previously-disclosed interests (e.g., sale of Shares), or (c) becoming a director, associate director or shadow director of a Parent, Subsidiary or Affiliate in Singapore, if the individual holds such an interest at that time. These notification requirements apply regardless of whether the directors are residents of or employed in Singapore.

## **SOUTH AFRICA**

### ***Terms and Conditions***

Responsibility for Taxes. The following provision supplements Section 7 of the Agreement:

By accepting the RSUs, Participant agrees to immediately notify the Employer of the amount of any gain realized upon vesting of the RSUs. If Participant fails to advise the Employer of the gain realized upon vesting of the RSUs, then he or she may be liable for a fine. Participant will be solely responsible for paying the difference between the actual tax liability and the amount withheld by Workday or the Employer.

### ***Notifications***

Securities Law Information. In compliance with South African securities law, the documents listed below are available for Participant's review on Workday's website at <https://www.workday.com/en-us/company/investor-relations.html> and on Workday's intranet, respectively:

1. Workday's most recent annual financial statements; and
2. Workday's most recent Plan prospectus.

A copy of the above documents will be sent to Participant free of charge on written request to Workday's Global Stock Administration by logging a People Guide Request in Service Hub.

Participant should carefully read the materials provided before making a decision whether to participate in the Plan.

Exchange Control Information. Participant is solely responsible for complying with applicable South African exchange control regulations. As the exchange control regulations are subject to change, Participant should consult Participant's legal advisor prior to the acquisition or sale of Shares acquired under the Plan to ensure compliance with current regulations.

## **SOUTH KOREA**

### ***Terms and Conditions***

Restriction on Sale of Shares. Korean residents are not permitted to sell foreign securities (e.g., Shares) through non-Korean brokers or deposit funds resulting from the sale of Shares in an account with an overseas financial institution. Korean residents that wish to sell Shares acquired under the Plan should transfer the Shares to a domestic investment broker in Korea and sell the Shares through such broker. Korean residents are solely responsible for engaging the domestic broker. Non-compliance with the requirement to sell Shares through a domestic broker can result in significant penalties. Because regulations may change without notice, Korean residents should consult with a legal advisor to ensure compliance with any regulations applicable to any aspect of their participation in the Plan.

### ***Notifications***

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (*i.e.*, non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year.

## SPAIN

### *Terms and Conditions*

Nature of Grant. This provision supplements Section 8 of the Agreement:

By accepting the RSUs, Participant consents to participating in the Plan and acknowledges that he or she has received a copy of the Plan.

Participant understands that Workday has unilaterally, gratuitously and discretionally decided to grant RSUs to acquire Shares under the Plan to individuals who may be Employees, Consultants, Directors or Non-Employee Directors of Workday or any Parent or Subsidiary throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind Workday or any Parent or Subsidiary. Consequently, Participant understands that the RSUs are granted on the assumption and condition that the RSUs and any Shares acquired at vesting of the RSUs are not part of any employment or service agreement (either with Workday or any Parent or Subsidiary) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever.

In addition, Participant understands that the RSUs would not be granted to Participant but for the assumptions and conditions referred to herein; thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to RSUs shall be null and void.

Further, Participant acknowledges, understands and agrees that Participant will not be entitled to continue vesting in any RSUs once Participant's employment or service Terminates. This will be the case, for example, even in the event of a Termination of a Participant by reason of, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause or adjudged/recognized to be without good cause (*i.e.*, subject to a "*despido improcedente*"), individual or collective dismissal on objective grounds, whether adjudged and/or recognized to be with or without cause, material modification of the terms of employment or service under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

### *Notifications*

Securities Law Information. The RSUs do not qualify under Spanish law as securities. No "offer to the public," as defined under Spanish Law, has taken place or will take place in the Spanish territory. The Plan, this Agreement and any other RSU grant documents have not been nor will they be registered with the *Comisión Nacional del Mercado de Valores* (Spanish Securities Exchange Commission), and do not constitute a public offering prospectus.

Exchange Control Information. Participant is required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), any foreign instruments (*e.g.*, Shares) and any transactions with non-Spanish residents (including any payments of cash or Shares made to Participant by Workday or any U.S. brokerage account) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceeds €1,000,000.

Foreign Asset/Account Reporting Information. To the extent Participant holds assets (*e.g.*, cash or Shares held in a bank or brokerage account) outside Spain with a value in excess of €50,000 per type of asset (*e.g.*, cash or Shares) as of December 31 each year, Participant is required to report information on such rights and assets on his or her tax return for such year. After such rights or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. The reporting must be completed by March 31 following the end of the relevant tax year.

## **SWEDEN**

### ***Terms and Conditions***

Authorization to Withhold. This provision supplements Section 7 of the Agreement.

Without limiting Workday's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 7 of the Agreement, in accepting the grant of RSUs, Participant authorizes Workday and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to Participant upon vesting/settlement to satisfy Tax-Related Items, regardless of whether Workday and/or the Employer have an obligation to withhold such Tax-Related Items.

## **SWITZERLAND**

### ***Notifications***

Securities Law Information. Neither this document nor any materials relating to the Shares (a) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of Workday or one of its Parents, Subsidiaries or Affiliates, and (c) has been or will be filed with, approved or supervised by any Swiss reviewing body according to Article 51 of FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Supervisory Authority (FINMA)).

Foreign Asset/Account Reporting Information. Participant is required to declare all foreign bank and brokerage accounts in which cash or securities are held, including the accounts that were opened and/or closed during the tax year, as well as any other assets, on an annual basis on the tax return (*Wertschriftenverzeichnis*).

## **TAIWAN**

### ***Notifications***

Securities Law Information. The offer of participation in the Plan is available only to eligible Employees. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company. Therefore, it is exempt from registration in Taiwan.

Exchange Control Information. Taiwanese residents may acquire and remit foreign currency in relation to the Plan into Taiwan through an authorized foreign exchange bank in an amount of up to USD 5 million per year. If the transaction amount is TWD 500,000 or more in a single transaction, a foreign exchange transaction form and other supporting documentation may need to be submitted to the remitting bank.

## **THAILAND**

### ***Notifications***

Exchange Control Information. Unless Participant can rely on any applicable exemptions, he or she must repatriate any funds received from participating in the Plan (such as proceeds from the sale of Shares and cash dividends received in relation to the Shares) to Thailand immediately upon receipt if the amount of funds received in a single transaction is US\$1,000,000 or more. Participant must then either convert the funds to Thai Baht or deposit the funds in a foreign currency deposit account maintained by a bank in Thailand within 360 days of remitting the funds to Thailand. In addition, the details of the foreign currency transaction, including Participant's identification information and the purpose of the transaction, must be provided to the authorized agent.

If Participant does not comply with this obligation, Participant may be subject to penalties assessed by the Bank of Thailand. Because exchange control regulations change frequently and without notice, Participant should consult a legal advisor before selling Shares to ensure compliance with current regulations. It is Participant's responsibility to comply with exchange control laws in Thailand, and neither Workday nor the Employer will be liable for any fines or penalties resulting from Participant's failure to comply with applicable laws.

## **UNITED KINGDOM**

### ***Terms and Conditions***

Responsibility for Taxes. This provision supplements Section 7 of the Agreement:

Without limitation to Section 7 of the Agreement, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by Workday or the Employer or by HM Revenue and Customs ("**HMRC**") (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified Workday and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant's behalf.

Notwithstanding the foregoing, if Participant is a director or executive officer of Workday (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that Participant is a director or executive officer and income tax is not collected from or paid by Participant within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions ("**NICs**") may be payable. Participant understands that Participant will be responsible for reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying Workday or the Employer (as applicable) for the value of any employee NICs due on this additional benefit, which Workday or the Employer may obtain from Participant by any of the means referred to in the Plan or Section 7 of the Agreement.



**WORKDAY, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**GLOBAL NOTICE OF PERFORMANCE RESTRICTED STOCK UNIT AWARD<sup>1</sup>**

Unless otherwise defined herein, the terms defined in the Workday, Inc. (“*Workday*”) 2022 Equity Incentive Plan (the “*Plan*”) will have the same meanings in this Global Notice of Performance Restricted Stock Unit Award and the electronic representation of this Global Notice of Performance Restricted Stock Unit Award and the performance and vesting terms set forth in the Vesting Appendix attached hereto (the “*Vesting Appendix*”) established and maintained by Workday or a third party designated by Workday (the Global Notice of Performance Restricted Stock Unit Award and the Vesting Appendix are collectively referred to as the “*Notice*”).

**Name:**

**Address:**

You (“*Participant*”) have been granted an award of performance-based Restricted Stock Units (“*RSUs*”) under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Global Performance Restricted Stock Unit Award Agreement (the “*Agreement*”), including any applicable jurisdiction-specific provisions in the appendices attached hereto (the “*Appendices*”), which constitute part of the Agreement.

**Grant Number:**

**Number of RSUs:**

**Date of Grant:**

**Vesting Commencement Date:**

**Vesting Schedule:** Subject to the limitations set forth in this Notice, the Plan and the Agreement the RSUs will vest as set forth in the Vesting Appendix.

**Expiration Date:** The earlier to occur of: (a) the date on which settlement of all RSUs granted hereunder occurs and (b) the tenth anniversary of the Date of Grant. This RSU expires earlier if Participant’s Service terminates earlier, as described in the Agreement.

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant acknowledges and agrees to the following:

- 1) Participant understands that Participant’s service with Workday or a Parent or Subsidiary or Affiliate is for an unspecified duration, can be terminated at any time (*i.e.*, is “at-will”), subject to applicable law and/or employment or service agreement, and that nothing in this Notice, the Agreement or the Plan changes the nature of that relationship. Participant acknowledges that the vesting of the RSUs pursuant to this Notice is earned only by both achievement of the performance metrics set forth in the Vesting Appendix and continuing service as an Employee, Director or Consultant. If Participant’s service is Terminated for any reason (regardless of whether the termination is in breach of employment laws in the jurisdiction where Participant is employed or is later found to be invalid), such Termination will be considered effective on the date Participant ceases to provide services to Workday or one of its Parents, Subsidiaries or Affiliates and, unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant’s period of service for purposes of the RSUs will not be extended by any notice period or garden leave mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant’s employment agreement. Unless otherwise expressly provided in the Plan or the Agreement or determined by the Committee, Participant’s right to vest in the RSUs under the Plan, if any, will terminate as of

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<sup>1</sup> The specific information provided in this Notice may be delivered in electronic form.

such date. To the extent permitted by applicable law, Participant agrees and acknowledges that the Vesting Schedule may change prospectively in the event that Participant's service status changes between full- and part-time and/or in the event Participant is on a leave of absence, in accordance with Workday policies relating to work schedules and vesting of Awards or as determined by the Committee.

- 2) This grant is made under and governed by the Plan, the Agreement and this Notice, and this Notice is subject to the terms and conditions of the Agreement and the Plan, both of which are incorporated herein by reference. Participant has read the Notice, the Agreement, and the Plan.
- 3) Participant has read Workday's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires, disposes of, or otherwise transacts in Workday's securities.
- 4) By accepting the RSUs, Participant consents to electronic delivery and participation as set forth in the Agreement.

If you wish to decline your RSUs, you should promptly notify our Stock Plan Administrator at [stock.admin@workday.com](mailto:stock.admin@workday.com). If you do not provide such notification within thirty (30) days after the Date of Grant, you will be deemed to have accepted your RSUs on the terms and conditions set forth herein.

**VESTING APPENDIX**

*[Insert applicable performance metrics and vesting schedule.]*

**WORKDAY, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**GLOBAL PERFORMANCE RESTRICTED STOCK UNIT AWARD AGREEMENT**

The Compensation Committee of the Board of Directors (the “*Committee*”) of Workday, Inc. (“*Workday*”) has granted to Participant a performance-based Restricted Stock Unit Award (“*RSU*”) under Workday’s 2022 Equity Incentive Plan (the “*Plan*”). Unless otherwise defined herein, the terms defined in the Plan will have the same defined meanings in this Global Performance Restricted Stock Unit Award Agreement (the “*Agreement*”) and the electronic representation of the Global Notice of Performance Restricted Stock Unit Award established and maintained by Workday, or a third party designated by Workday, including the Vesting Appendix attached thereto (the “*Notice*”). The RSU is subject to the terms, restrictions and conditions of the Plan, the Notice and this Agreement, including any applicable jurisdiction-specific provisions in the appendices attached hereto (the “*Appendices*”), which constitute part of this Agreement. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of the Notice or this Agreement, the terms and conditions of the Plan will prevail.

1. **Terms.** The number of RSUs provided by the Award and the applicable Vesting Schedule(s) are set forth in the Notice. Subject to the applicable provisions of the Plan and this Agreement, Participant’s RSU shall vest provided he or she provides continuous service to Workday or its Subsidiaries during the Vesting Schedule(s).
2. **Settlement.** Settlement of RSUs will be made within the calendar year in which the applicable date of vesting under the Vesting Schedule(s) set forth in the Notice occurs or, if later, the fifteen (15th) day of the third (3rd) calendar month following the date of vesting (provided that the Employee will not be permitted, directly or indirectly, to designate the taxable year of the payment). Settlement of RSUs will be in Shares. No fractional RSUs or rights for fractional Shares will be created pursuant to this Agreement.
3. **No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, Participant will have no ownership of the Shares allocated to the RSUs and will have no right to dividends or to vote such Shares.
4. **Dividend Equivalents.** Dividends, if any (whether in cash or Shares), will not be credited to Participant.
5. **Non-Transferability of RSUs.** The RSUs and any interest therein will not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or unless otherwise permitted by the Committee on a case-by-case basis.
6. **Termination.**

(a) **General Termination.** If Participant’s service Terminates for any reason, all unvested RSUs will be forfeited to Workday forthwith without payment of any consideration to Participant, and all rights of Participant to such RSUs will immediately terminate (unless determined otherwise by the Committee and regardless of the reason for such Termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is providing services or the terms of Participant’s employment or service agreement, if any). Workday, or in the case of Insiders, the Committee will have sole discretion to determine whether a Participant has ceased to provide services for purposes of the Plan and the effective date on which the Participant ceased to provide services (the “*Termination Date*”), as provided in the Plan. For purposes of the RSUs, the Termination Date will be the date Participant ceases to provide services to Workday or one of its Parents, Subsidiaries or Affiliates and, unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant’s period of service for purposes of the RSUs will not be extended by any notice period or garden leave mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant’s employment agreement.

(b) *Change in Service Status.* Participant acknowledges and agrees that the Vesting Schedule(s) may change prospectively in the event Participant's service status changes between full- and part-time and/or in the event Participant is on a leave of absence, in accordance with Workday policies relating to work schedules and vesting of Awards or as determined by the Committee. A change in status from an Employee to a Consultant or a Non-Employee Director (or vice versa) will not result in a Termination, unless otherwise determined by the Committee.

7. **Responsibility for Taxes.** Participant acknowledges that, regardless of any action taken by Workday or, if different, Participant's employer (the "**Employer**") the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable or deemed applicable to Participant ("**Tax-Related Items**"), is and remains Participant's responsibility and may exceed the amount, if any, actually withheld by Workday or the Employer. Participant further acknowledges that Workday and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs and the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that Workday and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. *PARTICIPANT SHOULD CONSULT A TAX ADVISER APPROPRIATELY QUALIFIED IN THE JURISDICTIONS(S) IN WHICH PARTICIPANT RESIDES OR IS OTHERWISE SUBJECT TO TAXATION.*

Prior to any relevant taxable or tax withholding event, as applicable, to the extent permitted by applicable law, Participant agrees to make arrangements satisfactory to Workday and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes Workday and/or the Employer, or their respective agents, at their discretion, to satisfy any withholding obligations or rights for all Tax-Related Items, if any, by one or a combination of the following:

- (i) withholding from proceeds of the sale of Shares acquired upon settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by Workday (on Participant's behalf pursuant to this authorization and without further consent);
- (ii) withholding in Shares to be issued upon settlement of the RSUs;
- (iii) withholding from Participant's wages or other cash compensation payable to Participant by Workday and/or the Employer or any Parent, Subsidiary or Affiliate;
- (iv) Participant's payment of a cash amount (including by check representing readily available funds or a wire transfer); or
- (v) any other arrangement approved by the Committee and permitted under applicable law,

in each case, under such rules as may be established by the Committee and in compliance with this Plan, Workday's Insider Trading Policy and any 10b5-1 Trading Plan Policy, if applicable. Notwithstanding the foregoing, if Participant is subject to Section 16 of the Exchange Act, Workday will satisfy the obligations with regard to all Tax-Related Items by a mandatory sale, unless the Committee shall establish an alternative method of withholding prior to the taxable or withholding event.

Workday may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates in Participant's jurisdiction(s), including minimum rates or up to the maximum rates applicable in Participant's jurisdiction(s). In the event the application of the withholding rate determined by Workday leads to over-withholding, Participant may receive a refund of any over-withheld amount in cash from Workday or the Employer (and will have no entitlement to the equivalent value in Shares) or, if not refunded by Workday or the Employer, Participant may be able to seek a refund from the applicable tax authority. In the event of under-withholding by Workday or the Employer for any reason, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying the withholding obligation for Tax-Related Items. Unless otherwise required by applicable law or otherwise determined by the Committee, the Fair Market Value of these Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the Tax-Related Items withholding.

Finally, Participant agrees to pay to Workday or the Employer any amount of Tax-Related Items that Workday or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. Workday may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

**8. Nature of Grant.** By accepting the RSUs (whether in writing, electronically or otherwise), Participant acknowledges, understands and agrees that:

- (a) the Plan is established voluntarily by Workday, it is discretionary in nature and it may be modified, amended, suspended or terminated by Workday at any time, to the extent permitted by the Plan;
- (b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;
- (c) all decisions with respect to future RSU or other grants, if any, will be at the sole discretion of Workday;
- (d) the RSU grant and Participant's participation in the Plan will not create a right to employment or be interpreted as forming or amending an employment or services contract with Workday, the Employer or any Parent, Subsidiary or Affiliate and shall not interfere with any ability Workday, the Employer or any Parent, Subsidiary or Affiliate, as applicable, may have to Terminate Participant's employment or service;
- (e) Participant is voluntarily participating in the Plan;
- (f) the RSUs and the Shares subject to the RSUs and the income from and value of same are not intended to replace any pension rights or compensation;
- (g) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;
- (h) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(i) no claim or entitlement to compensation or damages will arise from forfeiture of the RSUs resulting from (i) the application of any compensation recovery or clawback policy adopted by Workday or otherwise required by law, or (ii) Participant's Termination (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any);

(j) unless otherwise provided in the Plan or by Workday in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Shares;

(k) unless otherwise agreed with Workday, the RSUs and the underlying Shares, and the income from and value of same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of a Subsidiary, Parent and Affiliate; and

(l) neither Workday, the Employer nor any Parent, Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

**9. No Advice Regarding Grant.** Workday is not providing any tax, legal or financial advice, nor is Workday making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant acknowledges, understands and agrees that Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

**10. Language.** Participant acknowledges and represents that he or she is sufficiently proficient in the English language or has consulted with an advisor who is sufficiently proficient in English, as to allow Participant to understand the terms and conditions of this Agreement, including the Appendix and any other documents related to the Plan. If Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

**11. Jurisdiction-Specific Provisions.** Notwithstanding any provisions in this Agreement, the RSU grant will be subject to any special terms and conditions for Participant's jurisdiction set forth in the Appendices. Moreover, if Participant relocates to one of the jurisdictions included in the Appendices, the special terms and conditions for such jurisdiction will apply to Participant, to the extent Workday determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendices constitute part of this Agreement.

**12. Imposition of Other Requirements.** Workday reserves the right to impose other requirements on Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent Workday determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**13. Entire Agreement; Enforcement of Rights.** This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No adverse modification of or adverse amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties to this Agreement (which writing and signing may be electronic). The failure by either party to enforce any rights under this Agreement will not be construed as a waiver of any rights of such party.

**14. Compliance with Laws and Regulations.** The issuance of Shares will be subject to and conditioned upon compliance by Workday and Participant with all applicable U.S. and non-U.S. local, state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which Workday's Common Stock may be listed or quoted at the time of such issuance or transfer. Participant understands that Workday is under no obligation to register or qualify the Shares with any U.S. state or federal or any non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that Workday shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by Workday.

**15. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) will be enforced to the maximum extent possible given the intent of the parties hereto and the parties agree to renegotiate any unenforceable provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such unenforceable provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of this Agreement will be interpreted as if such provision were so excluded and (iii) the balance of this Agreement will be enforceable in accordance with its terms.

**16. Governing Law and Venue.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to such state's principles of conflict of laws.

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

**17. No Rights as Employee, Director or Consultant.** Nothing in this Agreement will affect in any manner whatsoever any right or power Workday, the Employer or any Parent, Subsidiary or Affiliate may have, to terminate Participant's service, for any reason, with or without Cause.

**18. Insider Trading / Market Abuse Laws.** Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, the United States and, if different, Participant's country, which may affect Participant's ability to directly or indirectly accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Restricted Stock Units) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "inside information" regarding Workday (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before possessing the inside information. Furthermore, Participant may be prohibited from (a) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (b) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Workday insider trading policy and/or any Workday 10b5-1 trading plan. Neither Workday nor any Parent, Subsidiary or Affiliate will be responsible for such restrictions or liable for the failure on Participant's part to know and abide by such restrictions. Participant should consult with his or her own personal legal advisers to ensure compliance with local laws. In addition, Participant acknowledges that he or she read Workday's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires, disposes of, or otherwise transacts in Workday's securities.



**19. Foreign Asset/Account and Tax Reporting Requirements and Exchange Controls.** Participant acknowledges that his or her country may have certain foreign asset and/or foreign account reporting and/or tax reporting requirements and exchange controls which may affect Participant's ability to acquire or hold Shares purchased under the Plan or cash received from participating in the Plan (including from any dividends paid on or sales proceeds arising from the sale of Shares acquired under the Plan) in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Participant also may be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to Participant's country through a designated bank or broker and/or within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to comply with such regulations, and Participant should consult a personal legal advisor for any details.

**20. Code Section 409A.** For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("**Section 409A**"). Notwithstanding anything else provided herein, to the extent any payments provided under this Agreement in connection with Participant's termination of employment constitute deferred compensation subject to Section 409A, and Participant is deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment will not be made or commence until the earlier of (i) the expiration of the six-month period measured from Participant's separation from service from Workday or (ii) the date of Participant's death following such a separation from service; provided, however, that such deferral will only be effected to the extent required to avoid adverse tax treatment to Participant including, without limitation, the additional tax for which Participant would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment will be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

**21. Award Subject to Workday Clawback or Recoupment.** To the extent permitted by applicable law, the RSUs will be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or Compensation Committee or required by law during the term of Participant's employment or other service that is applicable to Participant. In addition to any other remedies available under such policy and applicable law, Workday may require the cancellation of Participant's RSUs (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's RSUs.

**22. Acknowledgment; Consent to Electronic Delivery of All Plan Documents and Disclosures.** By Participant's acceptance (whether in writing, electronically or otherwise) of the Notice, Participant and Workday agree that the RSUs are granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement. Participant acknowledges receipt of a copy of the Plan, the Plan prospectus, the Notice and this Agreement and hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. Participant has reviewed the Plan, the Plan prospectus, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Plan prospectus, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify Workday upon any change in Participant's residence address.

By acceptance of the RSUs, Participant agrees to participate in the Plan through an on-line or electronic system established and maintained by Workday or a third party designated by Workday and consents to the electronic delivery of the Notice, this Agreement, the Plan, account statements, Plan prospectuses required by the U.S. Securities and Exchange Commission, U.S. financial reports of Workday, and all other documents that Workday is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the RSUs and current or future participation in the Plan. Electronic delivery may include the delivery of a link to a Workday intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at Workday's discretion. Participant acknowledges that Participant may receive from Workday a paper copy of any documents delivered electronically at no cost if Participant contacts Workday by telephone, through a postal service or electronic mail at Stock Administration. Participant further acknowledges that Participant will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, Participant understands that Participant must provide on request to Workday or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, Participant understands that Participant's consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if Participant has provided an electronic mail address), at any time by notifying Workday of such revised or revoked consent by telephone, postal service or electronic mail through Stock Administration. Finally, Participant understands that Participant is not required to consent to electronic delivery.

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant acknowledges and agrees to the following:

Participant understands that Participant's employment or consulting relationship or service with Workday, Inc. or a Parent, Subsidiary or Affiliate is for an unspecified duration, can be terminated at any time (*i.e.*, is at will), subject to applicable law and/or employment or service agreement, and that nothing in this Agreement, the Notice or the Plan changes the nature of that relationship. Participant acknowledges that the vesting of the RSUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant. Participant also understands that this Agreement is subject to the terms and conditions of both the Notice and the Plan, both of which are incorporated herein by reference. Participant has read the Agreement, the Notice and the Plan. By accepting the RSUs, Participant consents to the electronic delivery as set forth in this Agreement.

APPENDIX A

WORKDAY, INC.  
2022 EQUITY INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD AGREEMENT

DATA PRIVACY PROVISIONS FOR EMPLOYEES OUTSIDE THE UNITED STATES

PART 1 - EUROPEAN UNION, EUROPEAN ECONOMIC AREA, SWITZERLAND AND UNITED KINGDOM

Data Privacy Notice.

(a) **Data Collection and Usage.** *Workday and any Parent, Subsidiary, or Affiliate, including the Employer, may control, collect, process and use certain information, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in Workday, details of all restricted stock units or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the purposes of implementing, administering and managing the Plan. Processing of personal data for Plan purposes will be necessary for the performance of the Agreement or in the legitimate interests of Workday, the Employer, any Parent, Subsidiary, Affiliate or a third party which are not overridden by Participant privacy rights, interests or freedoms on balance.*

(b) **Stock Plan Administration Service Providers.** *Workday transfers relevant Plan information, including Participant personal data to E\*Trade Financial Corporate Services, Inc. and E\*Trade Securities LLC (collectively, "E\*Trade"), an independent service provider based in the United States, which is assisting Workday with the implementation, administration and management of the Plan. Workday may select a different service provider or additional service providers and share information including personal data with such other provider(s) serving in a similar manner. Participant may be asked to agree on separate terms or acknowledge data processing practices with the service provider, with such agreement or practice being a condition to the ability to participate in the Plan.*

(c) **International Data Transfers.** *Workday, E\*Trade and relevant service providers are based in the United States. Personal data will be processed in the United States and other international locations in connection with global operations from time to time. Participant's jurisdiction may have different data privacy laws. To protect data privacy rights, Workday maintains a program to implement international data transfer safeguards, this may include entering approved standard contractual clauses with data importers where required by Participant's local jurisdiction laws.*

(d) **Data Retention.** *Personal data will be processed only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax securities, exchange control and labor laws. This period may extend beyond when Participant's service Terminates. When Workday no longer needs personal data, Workday will remove it from its systems to the fullest extent reasonably practicable. If Workday keeps personal data longer, it would be to satisfy legal or regulatory obligations and Workday's legal basis, where required, would include the relevant laws or regulations.*

(e) **Data Subject Rights.** Participant may have a number of rights under data privacy laws in Participant's jurisdiction. Depending on where Participant is based and relevant data privacy laws regulating the processing activity, such rights may include the right to (i) request access or copies of personal data Workday processes, including a summary of processing activities and recipient categories, (ii) rectification, (iii) deletion or erasure, (iv) restrictions on processing, (v) portability and/or (vi) lodge complaints with competent authorities in Participant's jurisdiction. To receive clarification regarding this data privacy notice, these rights or to exercise applicable rights in relation to the personal data processed by Workday, Participant can make an electronic request via Workday's Privacy Portal or write to the office address specified in Workday's Employment Privacy Statement.

(f) **Workday's Employment Privacy Statement.** Further information on Workday's data privacy practices can be found within Workday's Employment Privacy Statement which supplements this data privacy notice.

## **PART 2 - COUNTRIES OUTSIDE THE EUROPEAN UNION, EUROPEAN ECONOMIC AREA, SWITZERLAND AND UNITED KINGDOM**

### **Data Privacy Notice and Consent.**

(a) **Data Collection and Usage.** Workday and any Parent, Subsidiary, or Affiliate, including the Employer, may collect, process and use certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in Workday, details of all restricted stock units or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is Participant's consent.

(b) **Stock Plan Administration Service Providers.** Workday transfers Data to E\*Trade Financial Corporate Services, Inc. and E\*Trade Securities LLC (collectively, "E\*Trade"), an independent service provider based in the United States, which is assisting Workday with the implementation, administration and management of the Plan. Workday may select a different service provider or additional service providers and share Data with such other provider(s) serving in a similar manner. Participant may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.

(c) **International Data Transfers.** Workday and its service providers are based in the United States. Participant's country or jurisdiction may have different data privacy laws and protections than the United States. Workday's legal basis, where required, for the transfer of Data is Participant's consent.

(d) **Data Retention.** Workday will hold and use Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax securities, exchange control and labor laws. This period may extend beyond when Participant's service Terminates. When Workday no longer needs the Data, Workday will remove it from its systems to the fullest extent reasonably practicable. If Workday keeps Data longer, it would be to satisfy legal or regulatory obligations and Workday's legal basis, where required, would be the relevant laws or regulations.

(e) **Voluntariness and Consequences of Consent Denial or Withdrawal.** Participation in the Plan is voluntary and Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing Participant's consent is that Workday would not be able to grant RSUs or other equity awards to Participant or administer or maintain such awards.

(f) **Data Subject Rights.** Participant may have a number of rights under data privacy laws in Participant's jurisdiction. Depending on where Participant is based, such rights may include the right to (i) request access or copies of Data Workday processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrictions on processing of Data, (v) portability of Data, (vi) lodge complaints with competent authorities in Participant's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding this data privacy notice, these rights or to exercise applicable rights in relation to the personal data processed by Workday, Participant can make an electronic request via Workday's Privacy Portal or write to the office address specified in Workday's Employment Privacy Statement.

(g) **Workday's Employment Privacy Statement.** Further information on Workday's data privacy practices can be found within Workday's Employment Privacy Statement which supplements this data privacy notice.

***By accepting the RSUs and indicating consent via Workday's acceptance procedure, Participant is declaring that Participant agrees with the data processing practices described herein and consents to the collection, processing and use of Data by Workday and the transfer of Data to the recipients mentioned above, including recipients located in countries which may not provide the same level of protection as Participant's country from a data protection perspective, for the purposes described above.***

## APPENDIX B

### WORKDAY, INC. 2022 EQUITY INCENTIVE PLAN RESTRICTED STOCK UNIT AWARD AGREEMENT

#### JURISDICTION-SPECIFIC PROVISIONS FOR EMPLOYEES OUTSIDE THE U.S.

##### *Terms and Conditions*

This Appendix B includes additional terms and conditions that govern the RSUs granted to Participant under the Plan if Participant resides and/or works in one of the jurisdictions below. This Appendix B forms part of the Agreement. Any capitalized term used in this Appendix B without definition will have the meaning ascribed to it in the Notice, the Agreement or the Plan, as applicable.

If Participant is a citizen or resident of a jurisdiction, or is considered resident of a jurisdiction, other than the one in which Participant is currently working, or Participant transfers employment and/or residency between jurisdictions after the Date of Grant, Workday will, in its sole discretion, determine to what extent the additional terms and conditions included herein will apply to Participant under these circumstances.

##### *Notifications*

This Appendix B also includes information relating to securities laws, exchange control, foreign asset/account reporting requirements and other issues of which Participant should be aware with respect to Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective jurisdictions as of March 2022. Such laws are often complex and change frequently. As a result, Participant should not rely on the information herein as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time that Participant vests in the RSUs or sells Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to Participant's particular situation, and Workday is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in Participant's jurisdiction may apply to Participant's situation.

Finally, if Participant is a citizen or resident of a jurisdiction, or is considered resident of a jurisdiction, other than the one in which Participant is currently working, or Participant transfers employment and/or residency after the Date of Grant, the information contained herein may not apply to Participant in the same manner.

## AUSTRALIA

### *Notifications*

Securities Law Information. The offer of RSUs on or after January 1, 2023 is being made under Division 1A, Part 7.12 of the Australian *Corporations Act 2001 (Cth)*. If Participant offers any Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law (in addition to any requirements under the Plan and this Agreement). *Participant should consult with Participant's personal legal advisor prior to making any such offer to ensure compliance with the applicable requirements.*

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in the Act).

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD 10,000 and international fund transfers. The Australian bank assisting with the transaction may file the report on Participant's behalf. If there is no Australian bank involved in the transfer, Participant will be required to file the report. *Participant should consult with his or her personal advisor to ensure proper compliance with applicable reporting requirements in Australia.*

## AUSTRIA

### *Notifications*

Exchange Control Information. If Participant holds securities (including Shares acquired under the Plan) or cash (including proceeds from the sale of Shares) outside of Austria, Participant will be required to report certain information to the Austrian National Bank on an annual basis if the value of the shares as of December 31 meets or exceeds €5,000,000. The deadline for filing the annual report is January 31 of the following year.

In addition, when the Shares are sold or a dividend is received, Participant may be required to comply with certain exchange control obligations if the cash proceeds from the sale are held outside of Austria. If the transaction volume of all accounts abroad meets or exceeds €10,000,000, the movement and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th of the following month on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

## BELGIUM

### *Notifications*

Foreign Asset/Account Reporting Information. If Participant is a Belgian resident, Participant is required to report any securities (e.g., Shares acquired under the Plan) or bank account (including brokerage accounts) held outside Belgium on Participant's annual tax return. In a separate report, Belgian residents are required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, [www.nbb.be](http://www.nbb.be).

## CANADA

### *Terms and Conditions*

Vesting/Termination. This provision supplements or replaces, as applicable, the provisions on Termination and Termination Date set forth in Section 1 of the Global Notice of Restricted Stock Unit Award and Section 6 of the Agreement as well as the “Termination” and “Termination Date” definitions in Section 29 of the Plan (and, for the avoidance of doubt, the definition of “Termination Date” included herein replaces the definition of “Termination Date” set forth in Section 6 of the Agreement and Section 29 of the Plan as permitted by the Plan):

Workday, or in the case of Insiders, the Committee will have sole discretion to determine whether a Participant has ceased to provide services for purposes of the Plan and the effective date on which the Participant ceased to provide services (the “**Termination Date**”), as provided in the Plan. For purposes of the RSUs, the Termination Date will be the date Participant is no longer actually providing services (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or otherwise rendering services or the terms of Participant’s employment or service agreement, if any). Unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant’s period of service for purposes of the RSUs will exclude and will not be extended by any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise. Participant will not earn, or be entitled to earn, any pro-rated vesting for that portion of time before the date on which Participant’s right to vest terminates, nor will Participant be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, Participant’s right to vesting of RSUs, if any, will terminate effective as of the last day of Participant’s minimum statutory notice period, but Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of Participant’s statutory notice period, nor will Participant be entitled to any compensation for lost vesting.

### Settlement.

This provision supplements Section 2 of the Agreement:

Notwithstanding any discretion set forth in Section 9.1 of the Plan, settlement of RSUs will be in Shares only, as described herein, and not in cash or a combination of cash and Shares.

### *The following provisions apply to Participants in Quebec:*

Data Privacy. The following provision supplements Part 2 of Appendix A.

Participant hereby authorizes Workday and Workday’s representatives to discuss and obtain all relevant information from all personnel, professional or non-professional, involved with the administration and operation of the Plan for purposes that relate to the administration of the Plan. Participant further authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate to disclose and discuss such information with their advisors. Participant acknowledges and agrees that Participant’s personal information, including any sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the U.S. Participant also authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate to record such information and to keep such information in Participant’s employment file. If applicable, Participant also acknowledges and authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on Participant or the administration of the Plan.



French Language Documents. A French translation of certain documents related to the Plan will be made available to Participant as soon as reasonably practicable. Notwithstanding the provisions of Section 10 of the Agreement, to the extent required by applicable law and unless Participant indicates otherwise, the French translation of such documents will govern Participant's participation in the Plan.

Documents en Langue Française. Une traduction française de certains documents relatifs au Plan sera mise à la disposition du Participant dès que cela sera raisonnablement possible. Nonobstant les dispositions de l'article 10 du Contrat d'Attribution, dans la mesure requise par la loi applicable et à moins que le Participant n'indique le contraire, la traduction française de ces documents régira la participation du Participant au Plan.

### **Notifications**

Securities Law Information. Participant understands he or she is permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the Nasdaq Global Select Market (the "*Nasdaq*").

Foreign Asset/Account Reporting Information. Canadian residents are required to report foreign specified property, including Shares and rights to receive Shares (e.g., RSUs), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time during the year. RSUs must be reported (generally, at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by Participant. When Shares are acquired, their cost generally is the adjusted cost base ("*ACB*") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if Participant owns other Shares, this ACB may have to be averaged with the ACB of the other Shares.

## **CHINA**

### **Terms and Conditions**

*The following provisions govern Participant's participation in the Plan only if Participant is subject to exchange control restrictions in the People's Republic of China ("**China**"), as determined by Workday in its sole discretion.*

Vesting and Settlement Conditions. This section supplements Sections 1 and 2 of the Agreement:

Workday is under no obligation to vest RSUs or issue Shares unless and until its registration application is approved by the Chinese State Administration of Foreign Exchange ("*SAFE*"). Further, at Workday's discretion, RSUs will not vest and Shares will not be issued if, at the time Participant's RSUs are otherwise scheduled to vest, the SAFE registration has become invalid or ceased to be effective for any reason. Further, RSUs will not vest and the underlying Shares will not be issued unless and until Workday determines that such vesting and issuance of Shares complies with all relevant laws and regulations.

Required Sale of Shares. To facilitate compliance with exchange control laws in China, Workday may require that any Shares acquired upon the vesting and settlement of RSUs be immediately sold. Workday is authorized to instruct E\*Trade or such other broker as may be selected by Workday to assist with the mandatory sale of such Shares (on Participant's behalf pursuant to this authorization), and Participant expressly authorizes such broker to complete the sale of such Shares. In this regard, Participant agrees to sign any agreements, forms and/or consents that may be reasonably requested by Workday (or Workday's designated broker) to effectuate the sale of the Shares (including, without limitation, with respect to the transfers of the proceeds and other exchange control matters noted below) and otherwise cooperate with Workday on such matters, provided Participant will not be permitted to exercise any influence over how, when or whether the sales occur. Participant acknowledges that E\*Trade or such other designated broker as may be selected by Workday is under no obligation to arrange for the sale of the Shares at any particular price.

Alternatively, if Workday, in its discretion, does not exercise its right to require the immediate sale of Shares issuable upon vesting of the RSUs, as described in the preceding paragraph, any Shares acquired by Participant under the Plan must be sold no later than six months from the date of Termination, or within any other such time frame as may be permitted by Workday or required by SAFE. Any Shares acquired by Participant under the Plan that have not been sold within six months of the date of Termination shall be automatically sold by E\*Trade or such other broker as may be selected by Workday pursuant to this authorization and subject to the terms of the preceding paragraph. Upon the sale of the Shares, Workday agrees to pay the cash proceeds from the sale (less any applicable Tax-Related Items, brokerage fees and commissions) to Participant in accordance with applicable exchange control laws and regulations including, but not limited to, the restrictions set forth under the “Exchange Control Restrictions” section immediately below.

**Exchange Control Requirements.** Any Shares that Participant acquires at vesting of the RSUs (less amounts required to be withheld to satisfy Tax-Related Items) will be credited to Participant’s account with E\*Trade or such other broker as may be selected by Workday. Participant understands that these Shares must remain in such account until Participant decides or is required to sell them. Participant understands and agrees that, due to exchange control laws in China, Participant will be required to immediately repatriate to China any funds received from participating in the Plan (including cash proceeds from the sale of Shares and any dividends paid on such Shares). Participant further understands that, under exchange control laws in China, such repatriation of the funds will need to be effected through a special exchange control account established by Workday, the Employer or another Subsidiary, and Participant hereby consents and agrees that the funds will be transferred to such special account prior to being delivered to Participant. Participant also understands that Workday will deliver the funds to Participant as soon as possible, but there may be delays in distributing the funds to Participant due to exchange control requirements in China. The funds may be paid in U.S. dollars or local currency, at Workday’s discretion. If the funds are paid in U.S. dollars, Participant understands that Participant may be required to open a U.S. Dollar bank account in China into which the funds can be deposited. If the funds are converted to local currency, Participant acknowledges that Workday is under no obligation to secure any particular currency conversion rate, and that it may face delays in converting the funds to local currency. Participant will bear the risk of any currency conversion rate fluctuation between the date that the Shares are sold (or any other funds are received) and the date of conversion of the funds to local currency. Participant must comply with any other requirements imposed by Workday in the future in order to facilitate compliance to the exchange control requirements in China.

## **COSTA RICA**

There are no country-specific provisions.

## **CZECH REPUBLIC**

### ***Notifications***

**Exchange Control Information.** Upon request of the Czech National Bank, Participant may be required to file a report in connection with the RSUs and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, Participant should consult with his or her personal advisor before vesting of the RSUs and before opening any foreign accounts in connection with the RSUs to ensure compliance with current regulations. Participant is responsible for complying with applicable Czech exchange control laws.

## **DENMARK**

### ***Terms and Conditions***

**Danish Stock Option Act.** Participant acknowledges that he or she has received the Employer Statement in Danish which sets forth additional information about the RSUs to the extent that the Danish Stock Option Act, as amended as of 1 January 2019 (the “*Act*”), applies.

Participant understands that the Act only applies to “employees” as that term is defined in Section 2 of the Act. If Participant is a member of the registered management of a Subsidiary in Denmark or otherwise does not satisfy the definition of employee, he or she is not subject to the Act and the Employer Statement will not apply to him or her.

### ***Notifications***

**Foreign Asset/Account Reporting Information.** If the Participant establishes an account holding Shares or cash outside Denmark, the Participant must report the account to the Danish Tax Administration. The form may be obtained from a local bank.

### **FINLAND**

There are no country-specific provisions.

### **FRANCE**

#### ***Terms and Conditions***

**Language Consent.** By accepting the RSUs, Participant confirms having read and understood the Plan and this Agreement, which were provided in the English language. Participant accepts the terms of those documents accordingly.

**Consentement Relatif à la Langue Utilisée.** *En acceptant ces Restricted Stock Units [“RSUs”], le Participant confirme avoir lu et compris le Plan et le présent Contrat d’Attribution qui ont été transmis en langue anglaise. Le Participant accepte les termes et conditions de ces documents en connaissance de cause.*

**French-Qualified Status.** The RSUs are intended to constitute awards that qualify for the special tax and social security treatment in France applicable to RSUs granted for no consideration under Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended (“**French-Qualified RSUs**”). As such, they will be governed by the provisions in this Agreement, including the following provisions applicable to French-Qualified RSUs, the French Sub-Plan to the Workday, Inc. 2022 Equity Incentive Plan (“**French Sub-Plan**”) and the Plan. By accepting the French-Qualified RSUs, Participant acknowledges that Participant has received a copy of the Plan and the French Sub-Plan.

Certain events may affect the status of the RSUs as French-Qualified RSUs, and the French-Qualified RSUs or the underlying Shares may be disqualified in the future. Workday does not make any undertaking or representation to maintain the qualified status of the French-Qualified RSUs or of the underlying Shares.

Capitalized terms used but not defined in the following provisions, in the Agreement or the Plan shall have the meanings ascribed to them in the French Sub-Plan.

- (a) **Minimum Vesting Period.** Notwithstanding the Vesting Schedule set forth in the Notice, under no circumstances will the French-Qualified RSUs vest prior to the expiration of such period as is required to comply with the minimum vesting period applicable to French-Qualified RSUs under Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended, the relevant sections of the French Tax Code and/or the relevant sections of the French Social Security Code, as amended, except in the case of Participant’s death. The minimum vesting period is currently one year from the Date of Grant. As such, if the first anniversary of the Vesting Commencement Date is prior to the first anniversary of the Date of Grant, the Award shall vest as to the first 25% of the French-Qualified RSUs on the first anniversary of the Date of Grant rather than the first anniversary of the Vesting Commencement Date.

(b) Termination of Service Due to Death. This provision supplements Section 6 of the Agreement:

In the event of Participant's death, the Participant's heirs may request the issuance of the Shares subject to the French-Qualified RSUs within six months from the date of Participant's death and the number of Shares that shall become transferable to Participant's heirs will be the target number of Shares subject to the French-Qualified RSUs at the time of death. If Participant's heirs do not request the issuance of the Shares within six months from the date of Participant's death, the French-Qualified RSUs will be forfeited.

(c) Restriction on Disposition of Shares. Participant may not sell or transfer the Shares Participant acquires upon the vesting of the French-Qualified RSUs until such time as is required to comply with the minimum holding period applicable to Shares underlying French-Qualified RSUs under Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended, the relevant sections of the French Tax Code and/or the relevant sections of the French Social Security Code, as amended, except in the case of Participant's death or Disability (as defined in the French Sub-Plan).

The minimum holding period is currently two years from the Date of Grant. Except in the case of the termination of Participant's service due to death or Disability (as defined in the French Sub-Plan), the minimum holding period restriction will continue to apply even if Participant is no longer providing service to Workday or a Subsidiary.

Furthermore, the Shares underlying French-Qualified RSUs cannot be sold or transferred during a Closed Period (as defined in the French Sub-Plan), to the extent applicable under French law.

Finally, if Participant qualifies as managing corporate officer, as defined in Section 3(b) of the French Sub-Plan, Participant may not sell 20% of the Shares acquired upon vesting of the French-Qualified RSUs until the termination of Participant's duties as a managing corporate officer.

### ***Notifications***

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities exceeds a certain threshold. *Participant should consult with a personal legal advisor for further details regarding this requirement.*

Foreign Asset/Account Reporting Information. If Participant holds securities (including Shares purchased under the Plan) or maintains a foreign bank account, Participant is required to report these to the French tax authorities when filing Participant's annual tax return.

## **GERMANY**

### ***Notifications***

Exchange Control Information. Cross border payments in excess of €12,500 must be reported monthly to the *Deutsche Bundesbank*. Such reporting obligation might arise when Shares are issued to Participant and when Shares are subsequently sold by Participant. *Participant is responsible for complying with applicable reporting obligations and should consult with a personal legal advisor on this matter.*

Foreign Asset/Account Reporting Information. If Participant's acquisition of Shares under the Plan leads to a so-called qualified participation at any point during the calendar year, Participant will need to report the acquisition when he or she files his or her tax return for the relevant year. A qualified participation is attained if (i) the value of the Shares acquired exceeds EUR 150,000 or (ii) in the unlikely event that Participant holds Shares exceeding 10% of the total capital of Workday. However, if the Shares are listed on a recognized U.S. stock exchange and Participant owns less than 1% of Workday, this requirement will not apply to him or her. If applicable, Participant will be responsible for obtaining the appropriate form from a German federal bank and complying with the reporting obligations.

## GREECE

Foreign Asset/Account Reporting Information. If Participant acquires Shares under the Plan, Participant must report such foreign assets on Participant's tax return.

## HONG KONG

### *Terms and Conditions*

Securities Law Information. *WARNING: The grant of the RSUs under the Plan and the Shares subject to the RSUs do not constitute a public offer of securities under Hong Kong law and are available only to employees of Workday, its Subsidiaries and any Parent. This Agreement and the Plan and any other incidental communication materials distributed in connection with the Plan (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, (ii) have not been reviewed by any regulatory authority in Hong Kong, and (iii) are intended only for the personal use of eligible employees of Workday, its Subsidiaries and any Parent, and may not be distributed to any other person.*

*Participant is advised to exercise caution in relation to the right to acquire Shares. If Participant is in any doubt about any of the contents of this Agreement, the Plan or any other incidental communication materials distributed in connection with the Plan, Participant should obtain independent professional advice.*

Sale of Shares. By accepting the RSUs, Participant agrees that in the event Shares are issued in respect of the RSUs within six months of the Date of Grant, Participant will not dispose of any Shares acquired prior to the six-month anniversary of the Date of Grant.

## INDIA

### *Notifications*

Exchange Control Information. Participants resident in India are required to repatriate to India any funds received under the Plan within such period of time prescribed under applicable Indian exchange control regulations, as may be amended from time to time. Upon repatriation, a foreign inward remittance certificate ("**FIRC**") will be issued by the bank where the foreign currency is deposited. The FIRC should be retained as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is Participant's responsibility to comply with applicable exchange control laws in India. Participant may also be required to provide information about Shares acquired under the Plan and held outside of India to the Company or the Employer to enable them to comply with applicable exchange control reporting requirements in India.

Foreign Asset/Account Reporting Information. Indian residents must declare the following items in their annual tax returns: (i) any foreign assets held (including Shares acquired under the Plan), and (ii) any foreign bank accounts for which the resident has signing authority. It is Participant's responsibility to comply with applicable tax laws in India. Participant should consult with a personal tax advisor to ensure proper reporting of foreign assets and bank accounts.

## INDONESIA

### *Terms and Conditions*

Language Consent. By accepting the Award, Participant (i) confirms having read and understood these documents provided in the English language, (ii) accepts the terms of these documents accordingly, and (iii) agrees not to challenge the validity of these documents based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Persetujuan dan Pemberitahuan Bahasa. Dengan menerima Penghargaan ini, (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian Penghargaan ini (yaitu Rencana dan Perjanjian Opsi Saham) yang disediakan untuk anda dalam bahasa Inggris, (ii) anda menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau peraturan pelaksana dari Peraturan Presiden (ketika diterbitkan nantinya).

### ***Notifications***

Exchange Control Information. Foreign exchange activity is subject to certain reporting requirements. For foreign currency transactions exceeding USD 25,000, the underlying document of that transaction will have to be submitted to the relevant local bank. If Participant repatriates funds (e.g., proceeds from the sale of Shares) into Indonesia, the Indonesian bank through which the transaction is made will submit a report of the transaction to the Bank of Indonesia.

For transactions of USD 10,000 or more (or its equivalent in other currency), a more detailed description of the transaction must be included in the report and Participant may be required to provide information about the transaction to the bank in order to complete the transaction.

Foreign Asset/Account Reporting Information. Indonesian residents are required to report worldwide assets (including foreign accounts and Shares acquired under the Plan) in their annual individual income tax return.

## **IRELAND**

### ***Notifications***

Director Notification Requirement. If Participant is a director, shadow director or secretary of an Irish Parent or Subsidiary, Participant must notify the Irish Parent or Subsidiary in writing upon (a) receiving or disposing of an interest in Workday (e.g., RSUs, Shares, etc.), (b) becoming aware of the event giving rise to the notification requirement, or (c) becoming a director or secretary if such an interest exists at the time, in each case if the interest represents more than 1% of Workday's share capital or voting rights. This notification requirement also applies with respect to the interests of any spouse or minor children (whose interests will be attributed to the director, shadow director or secretary).

## **ITALY**

### ***Terms and Conditions***

Plan Document Acknowledgement. Participant acknowledges that by accepting the RSUs, Participant has been given access to the Plan document, has reviewed the Plan and this Agreement in their entirety and fully understands and accepts all provisions of the Plan and this Agreement. Further, Participant acknowledges that he or she has read and expressly approves the following sections of the Agreement: Section 1. Terms; Section 2. Settlement; Section 6. Termination; Section 7. Responsibility for Taxes; Section 8. Nature of Grant; Section 9. No Advice Regarding Grant; Section 10. Language; Section 12. Imposition of Other Requirements; Section 14. Compliance with Laws and Regulations; Section 16. Governing Law and Venue; Section 21. Award Subject to Workday Clawback or Recoupment; and Section 22. Acknowledgment; Consent to Electronic Delivery of All Plan Documents and Disclosures.

## ***Notifications***

**Foreign Asset/Account Reporting Information.** Participant understands that if Participant is an Italian resident and at any time during the fiscal year Participant holds foreign financial assets (including cash and Shares) which may generate income taxable in Italy, Participant is required to report these assets on Participant's annual tax return (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets, even if Participant does not directly hold investments abroad or foreign assets.

## **JAPAN**

### ***Notifications***

**Foreign Asset/Account Reporting Information.** Participant understands that if Participant holds assets outside of Japan (e.g., Shares acquired under the Plan) with a total net fair market value exceeding ¥50,000,000 (or an equivalent amount in foreign currency) as of December 31 each year, Participant is required to report the details of such assets to the Japanese tax authorities by March 15th of the following year. Participant acknowledges that he or she should consult with Participant's personal tax advisor to determine Participant's personal reporting obligations.

## **LATVIA**

There are no country-specific provisions.

## **MALAYSIA**

### ***Terms and Conditions***

**Data Privacy.** *The following provision replaces Part 2 of Appendix A.*

***Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, Workday, the Employer and any other Parent or Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.***

***Participant understands that Workday, the Employer and any other Parent or Subsidiary may hold certain personal information about Participant, including, but not limited to, Participant's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in Workday, details of all RSUs or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. The source of the Data is the Employer, as well as information which Participant is providing to Workday and the Employer in connection with the Plan and this Agreement.***

*Participant authorizes that Data will be transferred to E\*Trade or such other stock plan service provider as may be selected by Workday in the future, which is assisting Workday with the implementation, administration and management of the Plan. Participant further authorizes that Workday, the Employer and any other Parent or Subsidiary will transfer Data among themselves as necessary for the purpose of the implementation, administration and management of Participant's participation in the Plan, and that Workday, the Employer and any other Parent or Subsidiary may each further transfer Data to third parties assisting Workday in the implementation, administration and management of the Plan, including any requisite transfer to a broker or another third party with whom Participant may elect to deposit any Shares acquired under the Plan. Participant acknowledges that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative, whose email is [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com). Participant authorizes Workday, E\*Trade and any other possible recipients which may assist Workday (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data to a third party with whom the Participant may elect to deposit any Shares acquired upon vesting of the RSUs.*

*Participant authorizes that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be affected; the only consequence of refusing or withdrawing Participant's consent is that Workday would not be able to grant Participant RSUs or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative at [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com).*

#### Malaysian Translation

*Peserta dengan ini secara eksplisit dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi Peserta seperti yang diterangkan dalam Perjanjian dan sebarang bahan geran RSU lain oleh dan di antara, seperti mana yang terpakai, Workday, Majikan dan mana-mana Syarikat Induk atau Anak-Anak Syarikatnya untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut.*

*Peserta memahami bahawa Workday, Majikan dan mana-mana Syarikat Induk atau Anak-Anak Syarikat mungkin memegang maklumat peribadi tertentu tentang Peserta, termasuk, tetapi tidak terhad kepada, nama Peserta, alamat rumah dan nombor telefon, alamat emel, tarikh lahir, insurans sosial, nombor passport atau nombor pengenalan lain (seperti, nombor pendaftaran penduduk tetap atau nombor kad pengenalan), gaji, kewarganegaraan, jawatan, apa-apa syer dalam saham atau jawatan sebagai pengarah yang dipegang di Workday, butir-butir semua RSUs atau apa-apa hak lain atas syer dalam saham yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun yang belum dijelaskan bagi faedah Peserta ("Data"), untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut. Sumber Data adalah daripada Majikan, dan juga maklumat yang Peserta berikan kepada Workday dan Majikan berhubung dengan Pelan tersebut dan Perjanjian ini.*



*Peserta memberi kuasa bahawa Data ini akan dipindahkan kepada E\*Trade atau pembekal perkhidmatan pelan saham yang ditetapkan oleh Workday pada masa depan yang membantu Workday dengan pelaksanaan, pentadbiran dan pengurusan Pelan tersebut. Peserta juga memberi kuasa bahawa Workday, Majikan dan Syarikat Induk atau Anak-Anak Syarikat lain akan memindahkan Data sesama mereka seperti diperlukan untuk tujuan melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut, dan Workday, Majikan dan Syarikat Induk atau Anak-Anak Syarikat yang lain masing-masing boleh memindahkan Data kepada pihak-pihak ketiga yang membantu Workday dalam pelaksanaan, pentadbiran dan pengurusan Pelan tersebut, termasuk pemindahan yang diperlukan kepada broker atau pihak ketiga yang lain yang mana Peserta boleh memilih untuk mendepositkan Syer-Syer yang diperolehi daripada Pelan tersebut. Peserta mengakui bahawa penerima-penerima Data mungkin berada di Amerika Syarikat atau di tempat lain dan bahawa negara penerima-penerima mungkin mempunyai undang-undang privasi data dan perlindungan yang berbeza daripada negara Peserta. Peserta memahami bahawa sekiranya Peserta menetap di luar Amerika Syarikat, Peserta boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Peserta, [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com). Peserta memberi kuasa kepada Workday, E\*Trade dan mana-mana penerima-penerima lain yang mungkin membantu Workday (pada masa sekarang atau pada masa depan) untuk melaksanakan, mentadbir dan menguruskan Pelan bagi menerima, memiliki, menggunakan, menyimpan dan memindahkan Data, dalam bentuk elektronik atau lain-lain, semata-mata dengan tujuan untuk melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut, termasuk apa-apa pemindahan Data yang diperlukan kepada pihak ketiga yang lain dengan sesiapa yang Peserta pilih untuk deposit apa-apa Saham yang diperolehi selepas terletak hak RSUs.*

*Peserta memberi kuasa bahawa Data hanya akan disimpan untuk sepanjang tempoh yang diperlukan bagi melaksanakan, mentadbir, dan menguruskan penyertaan Peserta dalam Pelan tersebut. Peserta memahami bahawa sekiranya Peserta menetap di luar Amerika Syarikat, Peserta boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemrosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan terkandung di sini, dalam mana-mana kes, tanpa kos, dengan menghubungi secara bertulis wakil sumber manusia tempatan Peserta. Peserta selanjutnya memahami bahawa Peserta memberi persetujuan ini secara sukarela. Sekiranya Peserta tidak bersetuju, atau kemudian membatalkan persetujuannya, status pekerjaan atau perkhidmatan Peserta dengan Majikan tidak akan terjejas; satu-satunya akibat jika Peserta tidak bersetuju atau menarik balik persetujuan Peserta adalah bahawa Workday tidak akan dapat menganugerahkan kepada Peserta RSUs atau anugerah ekuiti lain atau mentadbir atau mengekalkan anugerah tersebut. Oleh itu, Peserta memahami bahawa keengganan atau penarikan balik persetujuan Peserta boleh menjejaskan keupayaannya untuk mengambil bahagian dalam Pelan tersebut. Untuk maklumat lanjut mengenai akibat keengganan Peserta untuk memberikan keizinan atau penarikan balik keizinan, Peserta memahami bahawa Peserta boleh menghubungi wakil sumber manusia tempatan Peserta, [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com).*

#### *Notifications*

Director Notification Obligation. Directors of Workday's Malaysian Subsidiary are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify such entity in writing within 14 business days of the acquisition or disposal of an interest (e.g., RSUs granted under the Plan or Shares) in Workday or any related company.

#### **MEXICO**

##### *Terms and Conditions*

Plan Document Acknowledgement. By accepting the RSUs, Participant acknowledges that he or she has received a copy of the Plan and the Agreement, which Participant has reviewed. Participant acknowledges further that he or she accepts all the provisions of the Plan and the Agreement. Participant also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in Section 8 ("Nature of Grant") in the Agreement, which clearly provides as follows:

- (1) Participant's participation in the Plan does not constitute an acquired right;
- (2) The Plan and Participant's participation in the Plan are offered by Workday on a wholly discretionary basis;
- (3) Participant's participation in the Plan is voluntary; and
- (4) Workday and its Subsidiaries are not responsible for any decrease in the value of any Shares acquired at vesting and settlement of the RSUs.

**Labor Law Policy and Acknowledgment.** By accepting the RSUs, Participant expressly recognizes that Workday, with registered offices at 6110 Stoneridge Mall Road, Pleasanton, California U.S.A., is solely responsible for the administration of the Plan, and that Participant's participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and Workday since Participant is participating in the Plan on a wholly commercial basis and the Workday Mexico S. de R.L. de C.V. ("**Workday Mexico**") is his or her sole employer. Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between Participant and Workday Mexico and do not form part of the employment conditions and/or benefits provided by Workday Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant's employment.

Participant further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of Workday; therefore, Workday reserves the absolute right to amend and/or discontinue Participant's participation at any time without any liability to Participant.

Finally, Participant hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against Workday for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and Participant therefore grants a full and broad release to Workday, and its Subsidiaries, affiliates, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

### **Spanish Translation**

#### **Términos y Condiciones**

**Reconocimiento del Plan.** *Al aceptar las Unidades, el Participante reconoce que ha recibido y revisado una copia del Plan y del Acuerdo. El Participante reconoce, además, que acepta todas las disposiciones del Plan y del Acuerdo. El Participante también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección 8 ("Naturaleza del Otorgamiento") del Acuerdo de Acciones Restringidas, que claramente dispone lo siguiente:*

- (1) *La participación del Participante en el Plan no constituye un derecho adquirido;*
- (2) *El Plan y la participación del Participante en el Plan se ofrecen por Workday en su discrecionalidad total;*
- (3) *La participación del Participante en el Plan es voluntaria; y*
- (4) *Workday y sus Subsidiarias no son responsables por ninguna disminución en el valor de las acciones adquiridas al conferir las Unidades de Acciones Restringidas.*

**Política Laboral y Reconocimiento.** Al aceptar las Unidades de Acciones Restringidas, el Participante expresamente reconoce que Workday, con oficinas registradas en Workday, Inc., 6110 Stoneridge Mall Road, Pleasanton, California U.S.A., es la única responsable por la administración del Plan y que la participación del Participante en el Plan y la adquisición de Acciones no constituyen una relación de trabajo entre el Participante y Workday, ya que el Participante participa en el Plan en un marco totalmente comercial y Workday Mexico S. de R.L. de C.V. ("**Workday Mexico**") es su único patrón. Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Participante y el patrón, Workday Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Workday Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Participante.

Asimismo, el Participante reconoce que su participación en el Plan es resultado de una decisión unilateral y discrecional de Workday; por lo tanto, Workday se reserva el derecho absoluto de modificar y/o terminar la participación del Participante en cualquier momento y sin responsabilidad alguna hacia el Participante.

Finalmente, el Participante por este medio declara que no se reserva ningún derecho o acción que ejercitar en contra de Workday por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Participante exime amplia y completamente a Workday, y sus afiliadas, subsidiarias, sucursales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales de cualquier demanda que pudiera surgir.

### **Notifications**

**Securities Law Information.** The RSUs granted and any Shares acquired under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, this Agreement, and any other document relating to the RSUs may not be publicly distributed in Mexico. These materials are addressed to Participant because of his or her existing relationship with Workday and/or any Parent or Subsidiary or Affiliate, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities, but rather constitutes a private placement of securities addressed specifically to individuals who are present Employees of the Employer made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

### **NETHERLANDS**

There are no country-specific provisions.

### **NEW ZEALAND**

#### **Notifications**

**Securities Law Information.** **WARNING:** Participant is being granted RSUs which allow Participant to acquire Shares in accordance with the terms of this Agreement and the Plan. The Shares, if issued, will give Participant a stake in the ownership of Workday. Participant may receive a return if dividends are paid.

If Workday runs into financial difficulties and is wound up, Participant will be paid only after all other creditors (including holders of preference shares, if any) have been paid. Participant may lose some or all of Participant's investment, if any.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, Participant may not be given all the information usually required. Participant will also have fewer other legal protections for this investment.

The Shares are quoted on the Nasdaq Global Select Market ("*Nasdaq*"). This means that if Participant acquires Shares, Participant may be able to sell the Shares on the Nasdaq if there are interested buyers. Participant may get less than he or she invested. The price will depend on the demand for the Shares.

For a copy of Workday's most recent financial statements (and, where applicable, a copy of the auditor's report on those financial statements), as well as information on risk factors impacting Workday's business that may affect the value of the Shares, Participant should refer to the risk factors discussion in Workday's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at [www.sec.gov](http://www.sec.gov), as well as on Workday's website at <http://www.workday.com/en-us/company/investor-relations/sec-filings.html>.

Participant should ask questions, read all documents carefully, and seek independent financial advice before participating in the Plan.

## **NORWAY**

### ***Notifications***

Foreign Asset/Account Reporting Information. If Shares are acquired under the Plan, Participant may be subject to foreign asset reporting as part of the ordinary tax return. Norwegian banks, financial institutions, limited companies, etc. must report certain information to the Tax Administration. Such information may then be pre-populated in Participant's tax return. However, if Participant has traded, or own, financial instruments (e.g., Shares), Participant must enter this information in Form RF-1159, which is an appendix to the tax return.

## **POLAND**

### ***Notifications***

Exchange Control Information. Polish residents holding foreign securities (including Shares) and maintaining accounts abroad (including any brokerage account) must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (calculated individually or together with all other assets/liabilities held abroad) exceeds a specified threshold (currently PLN7,000,000). If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

In addition, any transfer of funds in excess of a specified threshold (currently €15,000, but if such transfer is connected with business activity of an entrepreneur, PLN15,000) must be effected through a bank account in Poland. Participant should maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

## SINGAPORE

### *Notifications*

**Securities Law Information.** The grant of RSUs under the Plan is being made pursuant to the “Qualifying Person” exemption under section 273(1)(i) of the Securities and Futures Act (Cap. 289, Rev Ed 2006) (“SFA”). The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore. The RSUs are subject to section 257 of the SFA and Participant should not make any subsequent sale of Shares in Singapore or any offer of such subsequent sale of Shares in Singapore, unless such sale or offer is made (a) more than six (6) months after the Date of Grant, (b) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA, or (c) pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA. Workday’s common stock is currently traded on the Nasdaq Global Select Market in the U.S. under the ticker symbol “WDAY” and any Shares acquired pursuant to the RSUs may be sold on this exchange.

**Director Notification Obligation.** The directors (including associate directors and shadow directors) of a Singapore Parent, Subsidiary or Affiliate are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify such entity in writing within two business days of any of the following events: (a) the acquisition or disposal of an interest (e.g., RSUs granted under the Plan or Shares) in Workday or any Parent, Subsidiary or Affiliate, (b) any change in previously-disclosed interests (e.g., sale of Shares), or (c) becoming a director, associate director or shadow director of a Parent, Subsidiary or Affiliate in Singapore, if the individual holds such an interest at that time. These notification requirements apply regardless of whether the directors are residents of or employed in Singapore.

## SOUTH AFRICA

### *Terms and Conditions*

**Responsibility for Taxes.** The following provision supplements Section 7 of the Agreement:

By accepting the RSUs, Participant agrees to immediately notify the Employer of the amount of any gain realized upon vesting of the RSUs. If Participant fails to advise the Employer of the gain realized upon vesting of the RSUs, then he or she may be liable for a fine. Participant will be solely responsible for paying the difference between the actual tax liability and the amount withheld by Workday or the Employer.

### *Notifications*

**Securities Law Information.** In compliance with South African securities law, the documents listed below are available for Participant’s review on Workday’s website at <https://www.workday.com/en-us/company/investor-relations.html> and on Workday’s intranet, respectively:

1. Workday’s most recent annual financial statements; and
2. Workday’s most recent Plan prospectus.

A copy of the above documents will be sent to Participant free of charge on written request to Workday’s Global Stock Administration by logging a People Guide Request in Service Hub.

Participant should carefully read the materials provided before making a decision whether to participate in the Plan.

**Exchange Control Information.** Participant is solely responsible for complying with applicable South African exchange control regulations. As the exchange control regulations are subject to change, Participant should consult Participant’s legal advisor prior to the acquisition or sale of Shares acquired under the Plan to ensure compliance with current regulations.

## **SOUTH KOREA**

### ***Terms and Conditions***

Restriction on Sale of Shares. Korean residents are not permitted to sell foreign securities (*e.g.*, Shares) through non-Korean brokers or deposit funds resulting from the sale of Shares in an account with an overseas financial institution. Korean residents that wish to sell Shares acquired under the Plan should transfer the Shares to a domestic investment broker in Korea and sell the Shares through such broker. Korean residents are solely responsible for engaging the domestic broker. Non-compliance with the requirement to sell Shares through a domestic broker can result in significant penalties. Because regulations may change without notice, Korean residents should consult with a legal advisor to ensure compliance with any regulations applicable to any aspect of their participation in the Plan.

### ***Notifications***

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (*i.e.*, non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year.

## **SPAIN**

### ***Terms and Conditions***

Nature of Grant. This provision supplements Section 8 of the Agreement:

By accepting the RSUs, Participant consents to participating in the Plan and acknowledges that he or she has received a copy of the Plan.

Participant understands that Workday has unilaterally, gratuitously and discretely decided to grant RSUs to acquire Shares under the Plan to individuals who may be Employees, Consultants, Directors or Non-Employee Directors of Workday or any Parent or Subsidiary throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind Workday or any Parent or Subsidiary. Consequently, Participant understands that the RSUs are granted on the assumption and condition that the RSUs and any Shares acquired at vesting of the RSUs are not part of any employment or service agreement (either with Workday or any Parent or Subsidiary) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever.

In addition, Participant understands that the RSUs would not be granted to Participant but for the assumptions and conditions referred to herein; thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to RSUs shall be null and void.

Further, Participant acknowledges, understands and agrees that Participant will not be entitled to continue vesting in any RSUs once Participant's employment or service Terminates. This will be the case, for example, even in the event of a Termination of a Participant by reason of, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause or adjudged/recognized to be without good cause (*i.e.*, subject to a "*despido improcedente*"), individual or collective dismissal on objective grounds, whether adjudged and/or recognized to be with or without cause, material modification of the terms of employment or service under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

## ***Notifications***

**Securities Law Information.** The RSUs do not qualify under Spanish law as securities. No “offer to the public,” as defined under Spanish Law, has taken place or will take place in the Spanish territory. The Plan, this Agreement and any other RSU grant documents have not been nor will they be registered with the *Comisión Nacional del Mercado de Valores* (Spanish Securities Exchange Commission), and do not constitute a public offering prospectus.

**Exchange Control Information.** Participant is required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), any foreign instruments (*e.g.*, Shares) and any transactions with non-Spanish residents (including any payments of cash or Shares made to Participant by Workday or any U.S. brokerage account) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceeds €1,000,000.

**Foreign Asset/Account Reporting Information.** To the extent Participant holds assets (*e.g.*, cash or Shares held in a bank or brokerage account) outside Spain with a value in excess of €50,000 per type of asset (*e.g.*, cash or Shares) as of December 31 each year, Participant is required to report information on such rights and assets on his or her tax return for such year. After such rights or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. The reporting must be completed by March 31 following the end of the relevant tax year.

## **SWEDEN**

### ***Terms and Conditions***

**Authorization to Withhold.** This provision supplements Section 7 of the Agreement.

Without limiting Workday’s and the Employer’s authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 7 of the Agreement, in accepting the grant of RSUs, Participant authorizes Workday and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to Participant upon vesting/settlement to satisfy Tax-Related Items, regardless of whether Workday and/or the Employer have an obligation to withhold such Tax-Related Items.

## **SWITZERLAND**

### ***Notifications***

**Securities Law Information.** Neither this document nor any materials relating to the Shares (a) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services (“FinSA”), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of Workday or one of its Parents, Subsidiaries or Affiliates, and (c) has been or will be filed with, approved or supervised by any Swiss reviewing body according to Article 51 of FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Supervisory Authority (FINMA)).

**Foreign Asset/Account Reporting Information.** Participant is required to declare all foreign bank and brokerage accounts in which cash or securities are held, including the accounts that were opened and/or closed during the tax year, as well as any other assets, on an annual basis on the tax return (*Wertschriftenverzeichnis*).

## **TAIWAN**

### ***Notifications***

Securities Law Information. The offer of participation in the Plan is available only to eligible Employees. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company. Therefore, it is exempt from registration in Taiwan.

Exchange Control Information. Taiwanese residents may acquire and remit foreign currency in relation to the Plan into Taiwan through an authorized foreign exchange bank in an amount of up to USD 5 million per year. If the transaction amount is TWD 500,000 or more in a single transaction, a foreign exchange transaction form and other supporting documentation may need to be submitted to the remitting bank.

## **THAILAND**

### ***Notifications***

Exchange Control Information. Unless Participant can rely on any applicable exemptions, he or she must repatriate any funds received from participating in the Plan (such as proceeds from the sale of Shares and cash dividends received in relation to the Shares) to Thailand immediately upon receipt if the amount of funds received in a single transaction is US\$1,000,000 or more. Participant must then either convert the funds to Thai Baht or deposit the funds in a foreign currency deposit account maintained by a bank in Thailand within 360 days of remitting the funds to Thailand. In addition, the details of the foreign currency transaction, including Participant's identification information and the purpose of the transaction, must be provided to the authorized agent.

If Participant does not comply with this obligation, Participant may be subject to penalties assessed by the Bank of Thailand. Because exchange control regulations change frequently and without notice, Participant should consult a legal advisor before selling Shares to ensure compliance with current regulations. It is Participant's responsibility to comply with exchange control laws in Thailand, and neither Workday nor the Employer will be liable for any fines or penalties resulting from Participant's failure to comply with applicable laws.

## **UNITED KINGDOM**

### ***Terms and Conditions***

Responsibility for Taxes. This provision supplements Section 7 of the Agreement:

Without limitation to Section 7 of the Agreement, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by Workday or the Employer or by HM Revenue and Customs ("**HMRC**") (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified Workday and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant's behalf.



Notwithstanding the foregoing, if Participant is a director or executive officer of Workday (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that Participant is a director or executive officer and income tax is not collected from or paid by Participant within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions (“*NICs*”) may be payable. Participant understands that Participant will be responsible for reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying Workday or the Employer (as applicable) for the value of any employee NICs due on this additional benefit, which Workday or the Employer may obtain from Participant by any of the means referred to in the Plan or Section 7 of the Agreement.

**WORKDAY, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**GLOBAL NOTICE OF STOCK OPTION GRANT<sup>1</sup>**

Unless otherwise defined herein, the terms defined in the Workday, Inc. 2022 Equity Incentive Plan (the “**Plan**”) will have the same meanings in this Global Notice of Stock Option Grant and the electronic representation of this Global Notice of Global Stock Option Grant established and maintained by Workday, Inc. (“**Workday**”) or a third party designated by Workday (the “**Notice**”).

**Name:**

**Address:**

You (“**Participant**”) have been granted an option to purchase shares of Common Stock of Workday under the Plan subject to the terms and conditions of the Plan, this Notice and the Stock Option Award Agreement (the “**Option Agreement**”), including any applicable jurisdiction-specific provisions in the appendices attached hereto (the “**Appendices**”) which constitute part of this Option Agreement.

**Grant Number:**

**Date of Grant:**

**Vesting Commencement Date:**

**Exercise Price per Share:**

**Total Number of Shares:**

**Type of Option:**

Non-Qualified Stock Option/Incentive Stock Option

**Expiration Date:**

\_\_\_\_\_, 20\_\_; This Option expires earlier in the event of Participant’s Termination, as described in the Option Agreement.

**Vesting Schedule:**

[Insert applicable vesting schedule, which may be based on service/and or performance metrics]

By accepting (whether in writing, electronically or otherwise) the Option, Participant acknowledges and agrees to the following:

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<sup>1</sup> The specific information provided in this Notice may be delivered in electronic form.

- 1) Participant understands that Participant's service with Workday or a Parent or Subsidiary or Affiliate is for an unspecified duration, can be terminated at any time (*i.e.*, is at will), subject to applicable law and/or employment or service agreement, and that nothing in this Notice, the Option Agreement or the Plan changes the nature of that relationship. Participant acknowledges that the vesting of the Options pursuant to this Notice is subject to Participant's continuing service as an Employee, Director or Consultant. If Participant's service is Terminated for any reason (regardless of whether the termination is in breach of employment laws in the jurisdiction where Participant is employed or is later found to be invalid), such Termination will be considered effective on the date Participant ceases to provide services to Workday or one of its Parents, Subsidiaries or Affiliates and, unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant's period of service for purposes of the Option will not be extended by any notice period or garden leave mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement. Unless otherwise expressly provided in the Plan or the Agreement or determined by the Committee, Participant's right to vest in the Option under the Plan, if any, will terminate as of such date. To the extent permitted by applicable law, Participant agrees and acknowledges that the Vesting Schedule may change prospectively in the event that Participant's service status changes between full- and part-time and/or in the event Participant is on a leave of absence, in accordance with Workday policies relating to work schedules and vesting of Awards or as determined by the Committee.
- 2) Participant has read Workday's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires, disposes of, or otherwise transacts in Workday's securities.
- 3) Participant also understands that this Notice is subject to the terms and conditions of both the Option Agreement and the Plan, both of which are incorporated herein by reference. Participant has read both the Option Agreement and the Plan.
- 4) By accepting this Option, Participant consents to electronic delivery and participation as set forth in the Option Agreement.

If you wish to decline your Option, you should promptly notify our Stock Plan Administrator at [stock.admin@workday.com](mailto:stock.admin@workday.com). If you do not provide such notification within thirty (30) days after the Date of Grant, you will be deemed to have accepted your Options on the terms and conditions set forth herein.

**WORKDAY, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**GLOBAL STOCK OPTION AWARD AGREEMENT**

Unless otherwise defined in this Global Stock Option Award Agreement (the “*Option Agreement*”), any capitalized terms used herein will have the meaning ascribed to them in the Workday, Inc. 2022 Equity Incentive Plan (the “*Plan*”).

Participant has been granted an option to purchase Shares (the “*Option*”) of Workday, Inc. (“*Workday*”), subject to the terms and conditions of the Plan, the Global Notice of Stock Option Grant (the “*Notice*”) and this Option Agreement, including any applicable jurisdiction-specific provisions in the appendices attached hereto (the “*Appendices*”) which constitute part of this Option Agreement.

**1. Vesting Rights.** Subject to the applicable provisions of the Plan and this Option Agreement, this Option may be exercised, in whole or in part, in accordance with the schedule set forth in the Notice.

**2. Termination Period.**

(a) **General Rule.** Except as provided below, and subject to the Plan, the portion of the Option that is vested and exercisable as of Participant’s Termination Date may be exercised for three (3) months after Participant’s Termination Date, and this Option will expire on the date three (3) months after Participant’s Termination Date, provided that in no event will this Option be exercised later than the Expiration Date set forth in the Notice. Workday, or in the case of Insiders, the Committee will have sole discretion to determine whether a Participant has ceased to provide services for purposes of the Plan and the effective date on which the Participant ceased to provide services (the “*Termination Date*”), as provided in the Plan. For purposes of the Option, the Termination Date will be the date Participant ceases to provide services to Workday or one of its Parents, Subsidiaries or Affiliates and, unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant’s period of service for purposes of the Option will not be extended by any notice period or garden leave mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant’s employment agreement. Participant’s right to exercise the Option after Termination of service, if any, will be measured from the Termination Date. Unless otherwise provided in this Option Agreement or determined by the Company, Participant’s right to vest in the Option, if any, will terminate as of the Termination Date and Participant’s right to exercise the Option after termination of service, if any, will be measured from the Termination Date.

(b) **Death; Disability.** Unless provided otherwise in the Notice, upon Participant’s Termination by reason of his or her death or “permanent and total disability” as described in the Plan, or if a Participant dies within three (3) months of the Termination Date, the portion of the Option that is vested and exercisable on the Termination Date may be exercised for twelve (12) months after the Termination Date and this Option will expire on the date twelve (12) months after the Termination Date, provided that in no event will this Option be exercised later than the Expiration Date set forth in the Notice. Unless provided otherwise in the Notice, upon Participant’s Termination by reason of his or her Disability (other than a “permanent and total disability”), the portion of the Option that is vested and exercisable as of the Termination Date may be exercised for six (6) months after the Termination Date and this Option will expire on the date six (6) months after the Termination Date, provided that in no event will this Option be exercised later than the Expiration Date set forth in the Notice.

(c) Cause. Unless otherwise determined by the Committee, if the Participant is Terminated for Cause (as defined in the Plan, unless otherwise provided in an employment agreement or other applicable agreement) or if the Participant's service is Terminated and following such Termination the Committee has reasonably determined in good faith that such Participant could have been Terminated for Cause (without regard to the lapsing of any required notice or cure periods in connection therewith) at the Termination Date), then the Participant's Option (whether vested or unvested) will expire on such Termination Date, or at such later or earlier time and on such conditions as are determined by the Committee.

(d) No Notification of Exercise Periods. Participant is responsible for keeping track of the applicable exercise periods following Participant's Termination for any reason. Workday is not obligated to provide further notice of such periods. In no event shall this Option be exercised later than the Expiration Date set forth in the Notice.

**3. Grant of Option**. The Participant named in the Notice has been granted an Option for the number of Shares set forth in the Notice at the exercise price per Share in U.S. Dollars set forth in the Notice (the "***Exercise Price***"). In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Option Agreement, the terms and conditions of the Plan will prevail. If designated in the Notice as an Incentive Stock Option ("***ISO***"), this Option is intended to qualify as an Incentive Stock Option under Section 422 of the Code. However, if this Option is intended to be an ISO, to the extent that it exceeds the U.S. \$100,000 rule of Code Section 422(d) it will be treated as a Nonqualified Stock Option ("***NQSO***").

#### **4. Exercise of Option**

(a) Right to Exercise. This Option is exercisable during its term in accordance with the Vesting Schedule set forth in the Notice and the applicable provisions of the Plan and this Option Agreement. In the event of Participant's death, Disability, Termination for Cause or other Termination, the exercisability of the Option is governed by the applicable provisions of the Plan, the Notice and this Option Agreement. This Option may not be exercised for a fraction of a Share.

(b) Method of Exercise. This Option is exercisable by delivery of an exercise notice (the "***Exercise Notice***"), which will state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "***Exercised Shares***"), and such other representations and agreements as may be required by Workday pursuant to the provisions of the Plan. The Exercise Notice will be delivered from the person entitled to exercise the Option via electronic execution through Workday's authorized third-party administrator or in person, by mail, via electronic mail or facsimile or by other authorized method to the Secretary of Workday or other person designated by Workday. The Exercise Notice will be accompanied by full payment of the aggregate Exercise Price as to all Exercised Shares together with any Tax-Related Items (as defined in Section 8(a) below) that Workday has determined must be withheld. Full payment may consist of any consideration and method of payment authorized by the Committee or Workday and permitted by the Option Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant.

(c) This Option will be deemed to be exercised upon receipt by Workday of such fully executed Exercise Notice accompanied by such aggregate Exercise Price and payment of any Tax-Related Items. No Shares will be issued pursuant to the exercise of this Option unless such issuance and exercise complies with all relevant provisions of law and the requirements of any stock exchange or quotation service upon which the Shares are then listed. Assuming such compliance, for income tax purposes the Exercised Shares will be considered transferred to Participant on the date the Option is exercised with respect to such Exercised Shares (subject to applicable law).

**5. Method of Payment**. Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Participant:

- (a) cash;

(b) check;

(c) if permitted by the Committee, certificates for Shares that Participant owns, along with any forms needed to effect a transfer of those Shares to Workday, the value of the Shares, determined as of the effective date of the Option exercise, will be applied to the Exercise Price. Instead of surrendering Shares, Participant may attest to the ownership of those Shares on a form provided by Workday and have the same number of Shares subtracted from the Exercised Shares issued to Participant. However, Participant may not surrender, or attest to the ownership of, Shares of Workday stock in payment of the Exercise Price of Participant's Option if Participant's action would cause Workday to recognize compensation expense (or additional compensation expense) with respect to this Option for financial reporting purposes.

(d) a "broker-assisted" or "same-day sale" (as described in Section 11(c) of the Plan); or

(e) other method authorized by the Committee or permitted under the Plan,

provided, that the Committee may limit the availability of any method of payment, to the extent the Committee determines, in its discretion, such limitation is necessary or advisable to comply with applicable law or facilitate the administration of the Plan. In particular, if Participant is located outside the United States, Participant should review the applicable provisions of the Appendix for any such restriction that may currently apply.

**6. Non-Transferability of Option.** This Option may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of other than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant or unless otherwise permitted by the Committee on a case-by-case basis. The terms of the Plan and this Option Agreement will be binding upon the executors, administrators, heirs, successors and assigns of Participant.

**7. Term of Option.** This Option will in any event expire on the Expiration Date set forth in the Notice, which date is 10 years after the Date of Grant (five years after the Date of Grant if this Option is designated as an ISO in the Notice of Stock Option Grant and Section 5.3 of the Plan applies).

**8. Responsibility for Taxes.**

(a) Withholding. Participant acknowledges that, regardless of any action taken by Workday or, if different, Participant's employer (the "**Employer**"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to Participant's participation in the Plan and legally applicable to Participant ("**Tax-Related Items**") is and remains Participant's responsibility and may exceed the amount actually withheld by Workday or the Employer. Participant further acknowledges that Workday and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Option, including, but not limited to, the grant, vesting or exercise of this Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of this Option to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that Workday and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. *PARTICIPANT SHOULD CONSULT A TAX ADVISER APPROPRIATELY QUALIFIED IN THE JURISDICTION(S) IN WHICH PARTICIPANT RESIDES OR IS SUBJECT TO TAXATION.*

Prior to any relevant taxable or tax withholding event, as applicable, to the extent permitted by applicable law Participant agrees to make arrangements satisfactory to Workday and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes Workday and/or the Employer, or their respective agents, at their discretion, to satisfy any withholding obligations or rights for Tax-Related Items by one or a combination of the following:

- (i) Participant's payment of a cash amount (including by check representing readily available funds or a wire transfer);
- (ii) withholding from proceeds of the sale of Shares acquired at exercise of this Option either through a voluntary sale or through a mandatory sale arranged by Workday (on Participant's behalf pursuant to this authorization) without further consent;
- (iii) withholding in Shares to be issued upon exercise of the Option;
- (iv) withholding from Participant's wages or other cash compensation payable to Participant by Workday and/or the Employer or any Parent, Subsidiary or Affiliate; or
- (v) any other arrangement approved by the Committee,

all under such rules as may be established by the Committee and in compliance with Workday's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if Participant is a Section 16 officer of Workday under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (i)-(v) above, and the Committee shall establish the method prior to the tax withholding event.

Depending on the withholding method, Workday may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates in Participant's jurisdiction(s), including minimum rates or up to the maximum rates applicable in Participant's jurisdiction(s). In the event the application of the withholding rate determined by Workday leads to over-withholding, Participant may receive a refund of any over-withheld amount in cash from Workday or the Employer (and will have no entitlement to the equivalent value in Shares) or, if not refunded by Workday or the Employer, Participant may be able to seek a refund from the applicable tax authority. In the event of under-withholding by Workday or the Employer for any reason, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant will be deemed to have been issued the full number of Shares issued upon exercise of the Options notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. The Fair Market Value of these Shares, determined as of the effective date of the Option exercise, will be applied as a credit against the Tax-Related Items withholding.

Finally, Participant agrees to pay to Workday or the Employer any amount of Tax-Related Items that Workday or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. Workday may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

(b) Notice of Disqualifying Disposition of ISO Shares. For U.S. taxpayers, if Participant sells or otherwise disposes of any of the Shares acquired pursuant to an ISO on or before the later of (i) two years after the grant date, or (ii) one year after the exercise date, Participant will immediately notify Workday in writing of such disposition. Participant agrees that he or she may be subject to income tax withholding by Workday on the compensation income recognized from such early disposition of ISO Shares by payment in cash or out of the current wages or other cash compensation paid to Participant by Workday and/or the Employer or any Parent, Subsidiary or Affiliate.

**9. Nature of Grant.** By accepting the Option, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by Workday, it is discretionary in nature, and may be amended, suspended or terminated by Workday at any time, to the extent permitted by the Plan;

(b) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

(c) all decisions with respect to future Option or other grants, if any, will be at the sole discretion of Workday;

(d) the Option grant and Participant's participation in the Plan will not create a right to employment or be interpreted as forming an employment or service contract with Workday, the Employer or any Parent, Subsidiary or Affiliate and shall not interfere with any ability Workday, the Employer or any Parent, Subsidiary or Affiliate, as applicable, may have to Terminate Participant's employment or service;

(e) Participant is voluntarily participating in the Plan;

(f) the Option and the Shares subject to the Option, and the income from and value of same, are not intended to replace any pension rights or compensation;

(g) the Option and the Shares subject to the Option, and the income and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

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

(i) if the underlying Shares do not increase in value, the Option will have no value;

(j) if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease, even below the Exercise Price;

(k) no claim or entitlement to compensation or damages will arise from forfeiture of the Option resulting from (i) the application of any compensation recovery or clawback policy adopted by Workday or otherwise required by law, or (ii) Participant's Termination (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any);

(l) unless otherwise provided in the Plan or by Workday in its discretion, the Option and the benefits evidenced by this Option Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Shares; and

(m) neither Workday, the Employer nor any Parent, Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise.

**10. No Advice Regarding Grant.** Workday is not providing any tax, legal or financial advice, nor is Workday making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant acknowledges, understands and agrees that he or she should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.



**11. Language.** Participant acknowledges that he or she is sufficiently proficient in English or has consulted with an advisor who is proficient in English, as to allow Participant to understand the terms and conditions of this Option Agreement, including the Appendix and any other documents related to the Plan. If Participant has received this Option Agreement or any other document related to the Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

**12. Jurisdiction-Specific Provisions.** Notwithstanding any provisions in this Option Agreement, the Option grant will be subject to any special terms and conditions for Participant's jurisdiction set forth in the Appendices. Moreover, if Participant relocates to one of the jurisdictions included in the Appendices, the special terms and conditions for such jurisdiction will apply to Participant, to the extent Workday determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendices constitute part of this Option Agreement.

**13. Imposition of Other Requirements.** Workday reserves the right to impose other requirements on Participant's participation in the Plan, on the Option and on any Shares purchased upon exercise of the Option, to the extent Workday determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**14. Acknowledgement.** Workday and Participant agree that the Option is granted under and governed by the Notice, this Option Agreement and by the provisions of the Plan (incorporated herein by reference). Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the Option subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

**15. Entire Agreement; Enforcement of Rights.** This Option Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No adverse modification of or adverse amendment to this Option Agreement, nor any waiver of any rights under this Option Agreement, will be effective unless in writing and signed by the parties to this Option Agreement (which writing and signing may be electronic). The failure by either party to enforce any rights under this Option Agreement will not be construed as a waiver of any rights of such party.

**16. Compliance with Laws and Regulations.** The issuance of Shares and any restriction on the sale of Shares will be subject to and conditioned upon compliance by Workday and Participant with all applicable U.S. and non-U.S. local, state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which Workday's Shares may be listed or quoted at the time of such issuance or transfer. Participant understands that Workday is under no obligation to register or qualify the Shares with any U.S. state or federal or any non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that Workday shall have unilateral authority to amend the Plan and this Option Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Option Agreement shall be endorsed with appropriate legends, if any, determined by Workday.

**17. Severability.** If one or more provisions of this Option Agreement are held to be unenforceable under applicable law, such provision(s) will be enforced to the maximum extent possible given the intent of the parties hereto and the parties agree to renegotiate any unenforceable provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such unenforceable provision, then (a) such provision will be excluded from this Option Agreement, (b) the balance of this Agreement will be interpreted as if such provision were so excluded and (c) the balance of this Option Agreement will be enforceable in accordance with its terms.

**18. Governing Law and Venue.** This Option Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to such state's principles of conflict of laws.

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

**19. Insider Trading / Market Abuse Laws.** Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, the United States and, if different, Participant's country, which may affect Participant's ability to directly or indirectly accept, acquire, sell or otherwise dispose of Shares, rights to Shares (*e.g.*, Options) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "inside information" regarding Workday (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before possessing the inside information. Furthermore, Participant may be prohibited from (a) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (b) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Workday insider trading policy and/or any Workday 10b5-1 trading plan. Neither Workday nor any Parent, Subsidiary or Affiliate will be responsible for such restrictions or liable for the failure on Participant's part to know and abide by such restrictions. Participant should consult with his or her own personal legal advisers to ensure compliance with local laws. In addition, Participant acknowledges that he or she read Workday's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires, disposes of, or otherwise transacts in Workday's securities.

**20. Foreign Asset/Account and Tax Reporting Requirements and Exchange Controls.** Participant acknowledges that his or her country may have certain foreign asset and/or foreign account reporting and/or tax reporting requirements and exchange controls which may affect Participant's ability to acquire or hold Shares purchased under the Plan or cash received from participating in the Plan (including from any dividends paid on or sales proceeds arising from the sale of Shares acquired under the Plan) in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Participant also may be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to Participant's country through a designated bank or broker and/or within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to comply with such regulations, and Participant should consult a personal legal advisor for any details.

**21. Option Subject to Workday Clawback or Recoupment.** To the extent permitted by applicable law, the Options will be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or Compensation Committee or required by law during the term of Participant's employment or other service that is applicable to Participant. In addition to any other remedies available under such policy and applicable law, Workday may require the cancellation of Participant's Options (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's Options.

**22. No Rights as Employee, Director or Consultant.** Nothing in this Option Agreement will affect in any manner whatsoever any right or power Workday, the Employer or any Parent, Subsidiary or Affiliate may have to terminate Participant's service, for any reason, with or without Cause.

**23. No Stockholder Rights.** Unless and until the Shares are issued (as evidenced by the appropriate entry on the books of Workday or of a duly authorized transfer agent of Workday), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares, notwithstanding the exercise of the Option.

**24. Consent to Electronic Delivery of All Plan Documents and Disclosures.** By Participant's acceptance (whether in writing, electronically or otherwise) of the Notice, Participant and Workday agree that this Option is granted under and governed by the terms and conditions of the Plan, the Notice and this Option Agreement. Participant has reviewed the Plan, the Plan prospectus, the Notice and this Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Notice, and fully understands all provisions of the Plan, the Notice and this Option Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Option Agreement. Participant further agrees to notify Workday upon any change in Participant's residence address indicated on the Notice.

By acceptance of this Option, Participant agrees to participate in the Plan through an on-line or electronic system established and maintained by Workday or a third party designated by Workday and consents to the electronic delivery of the Notice, this Option Agreement, the Plan, account statements, Plan prospectuses required by the U.S. Securities and Exchange Commission, U.S. financial reports of Workday, and all other documents that Workday is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Option and current or future participation in the Plan. Electronic delivery may include the delivery of a link to the Workday intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at Workday's discretion. Participant acknowledges that Participant may receive from Workday a paper copy of any documents delivered electronically at no cost if Participant contacts Workday by telephone, through a postal service or electronic mail to Stock Administration at [stock.admin@workday.com](mailto:stock.admin@workday.com). Participant further acknowledges that Participant will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, Participant understands that Participant must provide on request to Workday or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, Participant understands that Participant's consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if Participant has provided an electronic mail address), at any time by notifying Workday of such revised or revoked consent by telephone, postal service or electronic mail through Stock Administration. Finally, Participant understands that Participant is not required to consent to electronic delivery.

## APPENDIX A

### WORKDAY, INC. 2022 EQUITY INCENTIVE PLAN STOCK OPTION AWARD AGREEMENT

#### DATA PRIVACY PROVISIONS FOR EMPLOYEES OUTSIDE THE UNITED STATES

##### PART 1 - EUROPEAN UNION, EUROPEAN ECONOMIC AREA, SWITZERLAND AND UNITED KINGDOM

###### Data Privacy Notice.

(a) **Data Collection and Usage.** *Workday and any Parent, Subsidiary, or Affiliate, including the Employer, may control, collect, process and use certain information, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in Workday, details of all stock options or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the purposes of implementing, administering and managing the Plan. Processing of personal data for Plan purposes will be necessary for the performance of the Agreement or in the legitimate interests of Workday, the Employer, any Parent, Subsidiary, Affiliate or a third party which are not overridden by Participant privacy rights, interests or freedoms on balance.*

(b) **Stock Plan Administration Service Providers.** *Workday transfers relevant Plan information, including Participant personal data to E\*Trade Financial Corporate Services, Inc. and E\*Trade Securities LLC (collectively, "E\*Trade"), an independent service provider based in the United States, which is assisting Workday with the implementation, administration and management of the Plan. Workday may select a different service provider or additional service providers and share information including personal data with such other provider(s) serving in a similar manner. Participant may be asked to agree on separate terms or acknowledge data processing practices with the service provider, with such agreement or practice being a condition to the ability to participate in the Plan.*

(c) **International Data Transfers.** *Workday, E\*Trade and relevant service providers are based in the United States. Personal data will be processed in the United States and other international locations in connection with global operations from time to time. Participant's jurisdiction may have different data privacy laws. To protect data privacy rights, Workday maintains a program to implement international data transfer safeguards, this may include entering approved standard contractual clauses with data importers where required by Participant's local jurisdiction laws.*

(d) **Data Retention.** *Personal data will be processed only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax securities, exchange control and labor laws. This period may extend beyond when Participant's service Terminates. When Workday no longer needs personal data, Workday will remove it from its systems to the fullest extent reasonably practicable. If Workday keeps personal data longer, it would be to satisfy legal or regulatory obligations and Workday's legal basis, where required, would include the relevant laws or regulations.*

(e) **Data Subject Rights.** Participant may have a number of rights under data privacy laws in Participant's jurisdiction. Depending on where Participant is based and relevant data privacy laws regulating the processing activity, such rights may include the right to (i) request access or copies of personal data Workday processes, including a summary of processing activities and recipient categories, (ii) rectification, (iii) deletion or erasure, (iv) restrictions on processing, (v) portability and/or (vi) lodge complaints with competent authorities in Participant's jurisdiction. To receive clarification regarding this data privacy notice, these rights or to exercise applicable rights in relation to the personal data processed by Workday, Participant can make an electronic request via Workday's Privacy Portal or write to the office address specified in Workday's Employment Privacy Statement.

(f) **Workday's Employment Privacy Statement.** Further information on Workday's data privacy practices can be found within Workday's Employment Privacy Statement which supplements this data privacy notice.

## **PART 2 - COUNTRIES OUTSIDE THE EUROPEAN UNION, EUROPEAN ECONOMIC AREA, SWITZERLAND AND UNITED KINGDOM**

### **Data Privacy Notice and Consent.**

(a) **Data Collection and Usage.** Workday and any Parent, Subsidiary, or Affiliate, including the Employer, may collect, process and use certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in Workday, details of all stock options or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is Participant's consent.

(b) **Stock Plan Administration Service Providers.** Workday transfers Data to E\*Trade Financial Corporate Services, Inc. and E\*Trade Securities LLC (collectively, "E\*Trade"), an independent service provider based in the United States, which is assisting Workday with the implementation, administration and management of the Plan. Workday may select a different service provider or additional service providers and share Data with such other provider(s) serving in a similar manner. Participant may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.

(c) **International Data Transfers.** Workday and its service providers are based in the United States. Participant's country or jurisdiction may have different data privacy laws and protections than the United States. Workday's legal basis, where required, for the transfer of Data is Participant's consent.

(d) **Data Retention.** Workday will hold and use Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax securities, exchange control and labor laws. This period may extend beyond when Participant's service Terminates. When Workday no longer needs the Data, Workday will remove it from its systems to the fullest extent reasonably practicable. If Workday keeps Data longer, it would be to satisfy legal or regulatory obligations and Workday's legal basis, where required, would be the relevant laws or regulations.

(e) **Voluntariness and Consequences of Consent Denial or Withdrawal.** Participation in the Plan is voluntary and Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing Participant's consent is that Workday would not be able to grant stock options or other equity awards to Participant or administer or maintain such awards.

(f) **Data Subject Rights.** Participant may have a number of rights under data privacy laws in Participant's jurisdiction. Depending on where Participant is based, such rights may include the right to (i) request access or copies of Data Workday processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrictions on processing of Data, (v) portability of Data, (vi) lodge complaints with competent authorities in Participant's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding this data privacy notice, these rights or to exercise applicable rights in relation to the personal data processed by Workday, Participant can make an electronic request via Workday's Privacy Portal or write to the office address specified in Workday's Employment Privacy Statement.

(g) **Workday's Employment Privacy Statement.** Further information on Workday's data privacy practices can be found within Workday's Employment Privacy Statement which supplements this data privacy notice.

**By accepting the Option and indicating consent via Workday's acceptance procedure, Participant is declaring that Participant agrees with the data processing practices described herein and consents to the collection, processing and use of Data by Workday and the transfer of Data to the recipients mentioned above, including recipients located in countries which may not provide the same level of protection as Participant's country from a data protection perspective, for the purposes described above.**

## APPENDIX B

### WORKDAY, INC. 2022 EQUITY INCENTIVE PLAN GLOBAL STOCK OPTION AWARD AGREEMENT

#### JURISDICTION-SPECIFIC PROVISIONS FOR EMPLOYEES OUTSIDE THE U.S.

##### *Terms and Conditions*

This Appendix B includes additional terms and conditions that govern the Option granted to Participant under the Plan if Participant resides and/or works in one of the jurisdictions below. This Appendix B forms part of the Option Agreement. Any capitalized term used in this Appendix B without definition will have the meaning ascribed to it in the Notice, the Option Agreement or the Plan, as applicable.

If Participant is a citizen or resident of a jurisdiction, or is considered resident of a jurisdiction, other than the one in which Participant is currently working, or Participant transfers employment and/or residency between jurisdictions after the Date of Grant, Workday will, in its sole discretion, determine to what extent the additional terms and conditions included herein will apply to Participant under these circumstances.

##### *Notifications*

This Appendix B also includes information relating to securities laws, exchange control, foreign asset / account reporting requirements and other issues of which Participant should be aware with respect to Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective jurisdictions as of March 2022. Such laws are often complex and change frequently. As a result, Participant should not rely on the information herein as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time that Participant exercises the Option or sells Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to Participant's particular situation, and Workday is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's jurisdiction may apply to Participant's situation.

Finally, if Participant is a citizen or resident of a jurisdiction, or is considered resident of a jurisdiction, other than the one in which Participant is currently working, or Participant transfers employment and/or residency after the Date of Grant, the information contained herein may not apply to Participant in the same manner.



## AUSTRALIA

### *Notifications*

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in the Act).

Securities Law Information. If Participant offers any Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law (in addition to any requirements under the Plan and this Option Agreement). *Participant should consult with his or her personal legal advisor prior to making any such offer to ensure compliance with the applicable requirements.*

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD 10,000 and international fund transfers. The Australian bank assisting with the transaction may file the report on Participant's behalf. If there is no Australian bank involved in the transfer, Participant will be required to file the report. *Participant should consult with his or her personal advisor to ensure proper compliance with applicable reporting requirements in Australia.*

## AUSTRIA

### *Notifications*

Exchange Control Information. If Participant holds securities (including Shares acquired under the Plan) or cash (including proceeds from the sale of Shares) outside of Austria, Participant will be required to report certain information to the Austrian National Bank on an annual basis if the value of the shares as of December 31 meets or exceeds €5,000,000. The deadline for filing the annual report is January 31 of the following year.

In addition, when the Shares are sold or a dividend is received, Participant may be required to comply with certain exchange control obligations if the cash proceeds from the sale are held outside of Austria. If the transaction volume of all accounts abroad meets or exceeds €10,000,000, the movement and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th of the following month on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

## BELGIUM

### *Notifications*

Acceptance of Option. The taxation of the Options will depend on when the Options are accepted. Participant will receive a separate letter, acceptance form and undertaking form along with the Option Agreement. Participant should refer to the separate letter for a detailed description of the tax consequences of accepting the Options. *Participant should consult with his or her personal tax advisor regarding the tax consequences of accepting the Options and the completion of the additional forms.*

Foreign Asset/Account Reporting Information. If Participant is a Belgian resident, Participant is required to report any securities (e.g., Shares acquired under the Plan) or bank account (including brokerage accounts) held outside Belgium on Participant's annual tax return. In a separate report, Belgian residents are required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, [www.nbb.be](http://www.nbb.be).

## CANADA

### *Terms and Conditions*

Exercisability/Termination. This provision supplements or replaces, as applicable, the provisions on Termination and Termination Date set forth in Section 1 of the Global Notice of Stock Option Grant and Section 2 of the Option Agreement as well as the "Termination" and "Termination Date" definitions in Section 29 of the Plan (and, for the avoidance of doubt, the definition of "Termination Date" included herein replaces the definition of "Termination Date" set forth in Section 2(a) of this Agreement and Section 29 of the Plan as permitted by the Plan):

Workday, or in the case of Insiders, the Committee will have sole discretion to determine whether a Participant has ceased to provide services for purposes of the Plan and the effective date on which the Participant ceased to provide services (the "**Termination Date**"), as provided in the Plan. For purposes of the Option, the Termination Date will be the date Participant is no longer actually providing services (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or otherwise rendering services or the terms of Participant's employment or service agreement, if any). Unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant's period of service for purposes of the Option will exclude and will not be extended by any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise. Participant will not earn, or be entitled to earn, any pro-rated vesting or exercisability for that portion of time before the date on which Participant's right to vest in or exercise the Option terminates, nor will Participant be entitled to any compensation for lost vesting or exercisability. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting and/or exercisability during a statutory notice period, Participant's right to vesting or exercise of the Option, if any, will terminate effective as of the last day of Participant's minimum statutory notice period, but Participant will not earn or be entitled to pro-rated vesting or extended exercisability if the vesting date or exercisability period falls after the end of Participant's statutory notice period, nor will Participant be entitled to any compensation for lost vesting or exercisability.

Method of Payment. The following provision supplements Section 5 of the Option Agreement:

Due to tax considerations in Canada, payment of the aggregate Exercise Price may not be made by the method set forth in Section 5(c) of the Option Agreement. Workday reserves the right to allow this method of payment depending on the development of applicable law.

***The following provisions apply to Participants in Quebec:***

Data Privacy. The following provision supplements Part 2 of Appendix A.

Participant hereby authorizes Workday and Workday's representatives to discuss and obtain all relevant information from all personnel, professional or non-professional, involved with the administration and operation of the Plan for purposes that relate to the administration of the Plan. Participant further authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate to disclose and discuss such information with their advisors. Participant acknowledges and agrees that Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the U.S. Participant also authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate to record such information and to keep such information in Participant's employment file. If applicable, Participant also acknowledges and authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on Participant or the administration of the Plan.

Language Consent. The parties acknowledge that it is their express wish that this Option Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. Les parties reconnaissent avoir exigé que cette convention ["Option Agreement"], ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou lié directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

***Notifications***

Securities Law Information. Participant understands he or she is permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the Nasdaq Global Select Market (the "**Nasdaq**").

Foreign Asset/Account Reporting Information. Canadian residents are required to report foreign specified property, including Shares and rights to receive Shares (e.g., Options), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time during the year. Options must be reported (generally, at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by Participant. When Shares are acquired, their cost generally is the adjusted cost base ("**ACB**") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if Participant owns other Shares, this ACB may have to be averaged with the ACB of the other Shares.

**CHINA**

***Terms and Conditions***

*The following provisions govern Participant's participation in the Plan only if Participant is subject to exchange control restrictions in the People's Republic of China ("**China**"), as determined by Workday in its sole discretion.*

Vesting and Exercisability. This section supplements Sections 1 and 2 of the Option Agreement:

Workday is under no obligation to vest Options or issue Shares unless and until its registration application is approved by the Chinese State Administration of Foreign Exchange (“SAFE”). Further, at Workday’s discretion, the Option will not vest or be exercised and Shares will not be issued if, at the time Participant’s Option is otherwise scheduled to vest, the SAFE registration has become invalid or ceased to be effective for any reason. Further, Options will not vest or become exercisable and the underlying Shares will not be issued unless and until Workday determines that such vesting and issuance of Shares complies with all relevant laws and regulations.

Method of Payment. The following provision supplements Section 5 of the Option Agreement:

To facilitate compliance with applicable laws and regulations in China, payment of the aggregate Exercise Price must be made by consideration received by Workday pursuant to a broker-assisted exercise or “same-day sale” or other form of cashless exercise program implemented by Workday in connection with the Plan. Workday reserves the right to allow additional methods of payment depending on the development of applicable law.

Exchange Control Requirements. Any Shares that Participant acquires at vesting or exercise of the Option (less amounts required to be withheld to satisfy Tax-Related Items) will be credited to Participant’s account with E\*Trade or such other broker as may be selected by Workday. Participant understands that these Shares must remain in such account until Participant decides or is required to sell them. Participant understands and agrees that, due to exchange control laws in China, Participant will be required to immediately repatriate to China any funds received from participating in the Plan (including cash proceeds from the sale of Shares and any dividends paid on such Shares). Participant further understands that, under exchange control laws in China, such repatriation of the funds will need to be effected through a special exchange control account established by Workday, the Employer or another Subsidiary, and Participant hereby consents and agrees that the funds will be transferred to such special account prior to being delivered to Participant. Participant also understands that Workday will deliver the funds to Participant as soon as possible, but there may be delays in distributing the funds to Participant due to exchange control requirements in China. The funds may be paid in U.S. dollars or local currency, at Workday’s discretion. If the funds are paid in U.S. dollars, Participant understands that Participant may be required to open a U.S. Dollar bank account in China into which the funds can be deposited. If the funds are converted to local currency, Participant acknowledges that Workday is under no obligation to secure any particular currency conversion rate, and that it may face delays in converting the funds to local currency. Participant will bear the risk of any currency conversion rate fluctuation between the date that the Shares are sold (or any other funds are received) and the date of conversion of the funds to local currency. Participant must comply with any other requirements imposed by Workday in the future in order to facilitate compliance to the exchange control requirements in China.

## **CZECH REPUBLIC**

### *Notifications*

Exchange Control Information. Upon request of the Czech National Bank, Participant may be required to file a report in connection with the Option and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, Participant should consult with his or her personal advisor before vesting or exercise of the Option and before opening any foreign accounts in connection with the Option to ensure compliance with current regulations. Participant is responsible for complying with applicable Czech exchange control laws.

## DENMARK

### *Terms and Conditions*

Danish Stock Option Act. Participant acknowledges that he or she has received the Employer Statement in Danish which sets forth additional information about the Option to the extent that the Danish Stock Option Act, as amended as of 1 January 2019 (the “Act”), applies.

Participant understands that the Act only applies to “employees” as that term is defined in Section 2 of the Act. If Participant is a member of the registered management of a Subsidiary in Denmark or otherwise does not satisfy the definition of employee, he or she is not subject to the Act and the Employer Statement will not apply to him or her.

### *Notifications*

Foreign Asset/Account Reporting Information. If the Participant establishes an account holding Shares or cash outside Denmark, the Participant must report the account to the Danish Tax Administration. The form may be obtained from a local bank.

## FINLAND

There are no country-specific provisions.

## FRANCE

### *Terms and Conditions*

Language Consent. By accepting the Option, Participant confirms having read and understood the Plan and this Option Agreement, which were provided in the English language. Participant accepts the terms of those documents accordingly.

*Consentement Relatif à la Langue Utilisée. En acceptant cette Attribution, le Participant confirme avoir lu et compris le Plan et le présent Contrat d'Attribution qui ont été transmis en langue anglaise. Le Participant accepte les termes et conditions de ces documents en connaissance de cause.*

### *Notifications*

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities exceeds a certain threshold. *Participant should consult with a personal legal advisor for further details regarding this requirement.*

Foreign Asset/Account Reporting Information. If Participant holds securities (including Shares purchased under the Plan) or maintains a foreign bank account, Participant is required to report these to the French tax authorities when filing Participant's annual tax return.

## GERMANY

### *Notifications*

Exchange Control Information. Cross border payments in excess of €12,500 must be reported monthly to the *Deutsche Bundesbank*. Such reporting obligation might arise when the Option is exercised and when Shares are subsequently sold by Participant. *Participant is responsible for complying with applicable reporting obligations and should consult with a personal legal advisor on this matter.*

Foreign Asset/Account Reporting Information. If Participant's acquisition of Shares under the Plan leads to a so-called qualified participation at any point during the calendar year, Participant will need to report the acquisition when he or she files his or her tax return for the relevant year. A qualified participation is attained if (i) the value of the Shares acquired exceeds EUR 150,000 or (ii) in the unlikely event that Participant holds Shares exceeding 10% of the total capital of Workday. However, if the Shares are listed on a recognized U.S. stock exchange and Participant owns less than 1% of Workday, this requirement will not apply to him or her. If applicable, Participant will be responsible for obtaining the appropriate form from a German federal bank and complying with the reporting obligations.

## **GREECE**

Foreign Asset/Account Reporting Information. If Participant acquires Shares under the Plan, Participant must report such foreign assets on Participant's tax return.

## **HONG KONG**

### ***Terms and Conditions***

Securities Law Information. *WARNING: The grant of the Option under the Plan and the Shares subject to the Option do not constitute a public offer of securities under Hong Kong law and are available only to employees of Workday, its Subsidiaries and any Parent. This Option Agreement and the Plan and any other incidental communication materials distributed in connection with the Plan (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, (ii) have not been reviewed by any regulatory authority in Hong Kong, and (iii) are intended only for the personal use of eligible employees of Workday, its Subsidiaries and any Parent, and may not be distributed to any other person.*

*Participant is advised to exercise caution in relation to the right to acquire Shares. If Participant is in any doubt about any of the contents of this Option Agreement, the Plan or any other incidental communication materials distributed in connection with the Plan, Participant should obtain independent professional advice.*

Sale of Shares. By accepting the Option, Participant agrees that in the event Shares are issued in respect of the Option within six months of the Date of Grant, Participant will not dispose of any Shares acquired prior to the six-month anniversary of the Date of Grant.

## **INDIA**

### ***Terms and Conditions***

Method of Payment. The following provision supplements Section 5 of the Option Agreement:

Payment of the aggregate Exercise Price must be made in compliance with applicable exchange control laws.

Without limitation to the foregoing, to facilitate compliance with applicable exchange control laws in India, Workday may require that payment of the aggregate Exercise Price be made by consideration received by Workday pursuant to a broker-assisted exercise or "same-day sale" or other form of cashless exercise program implemented by Workday in connection with the Plan.

## ***Notifications***

**Exchange Control Information.** Participants resident in India are required to repatriate to India any funds received under the Plan within such period of time prescribed under applicable Indian exchange control regulations, as may be amended from time to time. Upon repatriation, a foreign inward remittance certificate (“**FIRC**”) will be issued by the bank where the foreign currency is deposited. The FIRC should be retained as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is Participant’s responsibility to comply with applicable exchange control laws in India.

**Foreign Asset/Account Reporting Information.** Indian residents must declare the following items in their annual tax returns: (i) any foreign assets held (including Shares acquired under the Plan), and (ii) any foreign bank accounts for which the resident has signing authority. It is Participant’s responsibility to comply with applicable tax laws in India. Participant should consult with a personal tax advisor to ensure proper reporting of foreign assets and bank accounts.

## **INDONESIA**

### ***Terms and Conditions***

**Language Consent.** By accepting the Award, Participant (i) confirms having read and understood these documents provided in the English language, (ii) accepts the terms of these documents accordingly, and (iii) agrees not to challenge the validity of these documents based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

**Persetujuan dan Pemberitahuan Bahasa.** Dengan menerima Penghargaan ini, (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian Penghargaan ini (yaitu Rencana dan Perjanjian Opsi Saham) yang disediakan untuk anda dalam bahasa Inggris, (ii) anda menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau peraturan pelaksana dari Peraturan Presiden (ketika diterbitkan nantinya).

### ***Notifications***

**Exchange Control Information.** Foreign exchange activity is subject to certain reporting requirements. For foreign currency transactions exceeding USD 25,000, the underlying document of that transaction will have to be submitted to the relevant local bank. If Participant repatriates funds (e.g., proceeds from the sale of Shares) into Indonesia, the Indonesian bank through which the transaction is made will submit a report of the transaction to the Bank of Indonesia.

For transactions of USD 10,000 or more (or its equivalent in other currency), a more detailed description of the transaction must be included in the report and Participant may be required to provide information about the transaction to the bank in order to complete the transaction.

**Foreign Asset/Account Reporting Information.** Indonesian residents are required to report worldwide assets (including foreign accounts and Shares acquired under the Plan) in their annual individual income tax return.

## **IRELAND**

### ***Notifications***

**Director Notification Requirement.** If Participant is a director, shadow director or secretary of an Irish Parent or Subsidiary, Participant must notify the Irish Parent or Subsidiary in writing upon (a) receiving or disposing of an interest in Workday (e.g., options, Shares, etc.), (b) becoming aware of the event giving rise to the notification requirement, or (c) becoming a director or secretary if such an interest exists at the time, in each case if the interest represents more than 1% of Workday's share capital or voting rights. This notification requirement also applies with respect to the interests of any spouse or minor children (whose interests will be attributed to the director, shadow director or secretary).

## **ITALY**

### ***Terms and Conditions***

**Plan Document Acknowledgement.** Participant acknowledges that by accepting the Option, Participant has been given access to the Plan document, has reviewed the Plan and this Option Agreement in their entirety and fully understands and accepts all provisions of the Plan and this Option Agreement. Further, Participant acknowledges that he or she has read and expressly approves the following sections of the Option Agreement: Section 1. Vesting Rights; Section 2. Termination Period; 8. Responsibility for Taxes; Section 9. Nature of Grant; Section 10. No Advice Regarding Grant; Section 11. Language; Section 13. Imposition of Other Requirements; Section 16. Compliance with Laws and Regulations; Section 18. Governing Law and Venue; Section 21: Option Subject to Workday Clawback or Recoupment; Section 24. Consent to Electronic Delivery of All Plan Documents and Disclosures.

### ***Notifications***

**Foreign Asset/Account Reporting Information.** Participant understands that if Participant is an Italian resident and at any time during the fiscal year Participant holds foreign financial assets (including cash and Shares) which may generate income taxable in Italy, Participant is required to report these assets on Participant's annual tax return (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets, even if Participant does not directly hold investments abroad or foreign assets.

## **JAPAN**

### ***Notifications***

**Exchange Control Information.** If the payment amount to purchase Shares in one transaction exceeds ¥30,000,000, Participant must file a Payment Report with the Ministry of Finance (the "MOF") (through the Bank of Japan or the bank through which the payment was effected). If the payment amount to purchase Shares in one transaction exceeds ¥100,000,000, Participant must file a Securities Acquisition Report, in addition to a Payment Report, with the MOF (through the Bank of Japan).

**Foreign Asset/Account Reporting Information.** Participant understands that if Participant holds assets outside of Japan (e.g., Shares acquired under the Plan) with a total net fair market value exceeding ¥50,000,000 (or an equivalent amount in foreign currency) as of December 31 each year, Participant is required to report the details of such assets to the Japanese tax authorities by March 15th of the following year. Participant acknowledges that he or she should consult with Participant's personal tax advisor to determine Participant's personal reporting obligations.

## **LATVIA**

There are no country-specific provisions.



## MALAYSIA

### *Terms and Conditions*

**Data Privacy.** *The following provision replaces Part 2 of Appendix A.*

*Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Option Agreement and any other Option grant materials by and among, as applicable, Workday, the Employer and any other Parent or Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.*

*Participant understands that Workday, the Employer and any other Parent or Subsidiary may hold certain personal information about Participant, including, but not limited to, Participant's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in Workday, details of all Options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. The source of the Data is the Employer, as well as information which Participant is providing to Workday and the Employer in connection with the Plan and this Option Agreement.*

*Participant authorizes that Data will be transferred to E\*Trade or such other stock plan service provider as may be selected by Workday in the future, which is assisting Workday with the implementation, administration and management of the Plan. Participant further authorizes that Workday, the Employer and any other Parent or Subsidiary will transfer Data among themselves as necessary for the purpose of the implementation, administration and management of Participant's participation in the Plan, and that Workday, the Employer and any other Parent or Subsidiary may each further transfer Data to third parties assisting Workday in the implementation, administration and management of the Plan, including any requisite transfer to a broker or another third party with whom Participant may elect to deposit any Shares acquired under the Plan. Participant authorizes that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative, whose email address is [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com). Participant authorizes Workday, E\*Trade and any other possible recipients which may assist Workday (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data to a third party with whom the Participant may elect to deposit any Shares acquired upon vesting of the Option.*

*Participant authorizes that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be affected; the only consequence of refusing or withdrawing Participant's consent is that Workday would not be able to grant Participant Options or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative at [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com).*

### Malaysian Translation

*Peserta dengan ini secara eksplisit dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi Peserta seperti yang diterangkan dalam Perjanjian dan sebarang bahan geran Option lain oleh dan di antara, seperti mana yang terpakai, Workday, Majikan dan mana-mana Syarikat Induk atau Anak-Anak Syarikatnya untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut.*

*Peserta memahami bahawa Workday, Majikan dan mana-mana Syarikat Induk atau Anak-Anak Syarikat mungkin memegang maklumat peribadi tertentu tentang Peserta, termasuk, tetapi tidak terhad kepada, nama Peserta, alamat rumah dan nombor telefon, alamat emel, tarikh lahir, insurans sosial, nombor passport atau nombor pengenalan lain (seperti, nombor pendaftaran penduduk tetap atau nombor kad pengenalan), gaji, kewarganegaraan, jawatan, apa-apa syer dalam saham atau jawatan sebagai pengarah yang dipegang di Workday, butir-butir semua Options atau apa-apa hak lain atas syer dalam saham yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun yang belum dijelaskan bagi faedah Peserta ("Data"), untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut. Sumber Data adalah daripada Majikan, dan juga maklumat yang Peserta berikan kepada Workday dan Majikan berhubung dengan Pelan tersebut dan Perjanjian ini.*

*Peserta memberi kuasa bahawa Data ini akan dipindahkan kepada E\*Trade atau pembekal perkhidmatan pelan saham yang ditetapkan oleh Workday pada masa depan yang membantu Workday dengan pelaksanaan, pentadbiran dan pengurusan Pelan tersebut. Peserta juga memberi kuasa bahawa Workday, Majikan dan Syarikat Induk atau Anak-Anak Syarikat lain akan memindahkan Data sesama mereka seperti diperlukan untuk tujuan melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut, dan Workday, Majikan dan Syarikat Induk atau Anak-Anak Syarikat yang lain masing-masing boleh memindahkan Data kepada pihak-pihak ketiga yang membantu Workday dalam pelaksanaan, pentadbiran dan pengurusan Pelan tersebut, termasuk pemindahan yang diperlukan kepada broker atau pihak ketiga yang lain yang mana Peserta boleh memilih untuk menandatangani Syer-Syer yang diperolehi daripada Pelan tersebut. Peserta mengakui bahawa penerima-penerima Data mungkin berada di Amerika Syarikat atau di tempat lain dan bahawa negara penerima-penerima mungkin mempunyai undang-undang privasi data dan perlindungan yang berbeza daripada negara Peserta. Peserta memahami bahawa sekiranya Peserta menetap di luar Amerika Syarikat, Peserta boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Peserta, [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com). Peserta memberi kuasa kepada Workday, E\*Trade dan mana-mana penerima-penerima lain yang mungkin membantu Workday (pada masa sekarang atau pada masa depan) untuk melaksanakan, mentadbir dan menguruskan Pelan bagi menerima, memiliki, menggunakan, menyimpan dan memindahkan Data, dalam bentuk elektronik atau lain-lain, semata-mata dengan tujuan untuk melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut, termasuk apa-apa pemindahan Data yang diperlukan kepada pihak ketiga yang lain dengan sesiapa yang Peserta pilih untuk deposit apa-apa Saham yang diperolehi selepas terletak hak Option.*

*Peserta memberi kuasa bahawa Data hanya akan disimpan untuk sepanjang tempoh yang diperlukan bagi melaksanakan, mentadbir, dan menguruskan penyertaan Peserta dalam Pelan tersebut. Peserta memahami bahawa sekiranya Peserta menetap di luar Amerika Syarikat, Peserta boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemprosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan terkandung di sini, dalam mana-mana kes, tanpa kos, dengan menghubungi secara bertulis wakil sumber manusia tempatan Peserta. Peserta selanjutnya memahami bahawa Peserta memberi persetujuan ini secara sukarela. Sekiranya Peserta tidak bersetuju, atau kemudian membatalkan persetujuannya, status pekerjaan atau perkhidmatan Peserta dengan Majikan tidak akan terjejas; satu-satunya akibat jika Peserta tidak bersetuju atau menarik balik persetujuan Peserta adalah bahawa Workday tidak akan dapat menganugerahkan kepada Peserta Options atau anugerah ekuiti lain atau mentadbir atau mengekalkan anugerah tersebut. Oleh itu, Peserta memahami bahawa keengganan atau penarikan balik persetujuan Peserta boleh menjejaskan keupayaannya untuk mengambil bahagian dalam Pelan tersebut. Untuk maklumat lanjut mengenai akibat keengganan Peserta untuk memberikan keizinan atau penarikan balik keizinan, Peserta memahami bahawa Peserta boleh menghubungi wakil sumber manusia tempatan Peserta, [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com).*

### **Notifications**

Director Notification Obligation. Directors of Workday's Malaysian Subsidiary are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify such entity in writing within 14 business days of the acquisition or disposal of an interest (e.g., Options granted under the Plan or Shares) in Workday or any related company.

## **MEXICO**

### **Terms and Conditions**

Plan Document Acknowledgement. By accepting the Option, Participant acknowledges that he or she has received a copy of the Plan and the Option Agreement, which Participant has reviewed. Participant acknowledges further that he or she accepts all the provisions of the Plan and the Option Agreement. Participant also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in Section 9 ("Nature of Grant") in the Option Agreement, which clearly provides as follows:

- (1) Participant's participation in the Plan does not constitute an acquired right;
- (2) The Plan and Participant's participation in the Plan are offered by Workday on a wholly discretionary basis;
- (3) Participant's participation in the Plan is voluntary; and
- (4) Workday and its Subsidiaries are not responsible for any decrease in the value of any Shares acquired at vesting and exercise of the Option.

Labor Law Policy and Acknowledgment. By accepting the Option, Participant expressly recognizes that Workday, with registered offices at 6110 Stoneridge Mall Road, Pleasanton, California U.S.A., is solely responsible for the administration of the Plan, and that Participant's participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and Workday since Participant is participating in the Plan on a wholly commercial basis and the Workday Mexico S. de R.L. de C.V. ("**Workday Mexico**") is his or her sole employer. Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between Participant and Workday Mexico and do not form part of the employment conditions and/or benefits provided by Workday Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant's employment.

Participant further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of Workday; therefore, Workday reserves the absolute right to amend and/or discontinue Participant's participation at any time without any liability to Participant.

Finally, Participant hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against Workday for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and Participant therefore grants a full and broad release to Workday, and its Subsidiaries, affiliates, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

### Spanish Translation

#### Términos y Condiciones

Reconocimiento del Plan. Al aceptar la Opción, el Participante reconoce que ha recibido y revisado una copia del Plan y del Acuerdo. El Participante reconoce, además, que acepta todas las disposiciones del Plan y del Acuerdo. El Participante también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección 9 ("Naturaleza del Otorgamiento") del Acuerdo de Acciones Restringidas, que claramente dispone lo siguiente:

- (1) La participación del Participante en el Plan no constituye un derecho adquirido;
- (2) El Plan y la participación del Participante en el Plan se ofrecen por Workday en su discrecionalidad total;
- (3) La participación del Participante en el Plan es voluntaria; y
- (4) Workday y sus Subsidiarias no son responsables por ninguna disminución en el valor de las acciones adquiridas al conferir la Opción de Acciones Restringidas.

Política Laboral y Reconocimiento. Al aceptar la Opción de Acciones Restringidas, el Participante expresamente reconoce que Workday, con oficinas registradas en Workday, Inc., 6110 Stoneridge Mall Road, Pleasanton, California U.S.A., es la única responsable por la administración del Plan y que la participación del Participante en el Plan y la adquisición de Acciones no constituyen una relación de trabajo entre el Participante y Workday, ya que el Participante participa en el Plan en un marco totalmente comercial y Workday Mexico S. de R.L. de C.V. ("**Workday Mexico**") es su único patrón. Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Participante y el patrón, Workday Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Workday Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Participante.

Asimismo, el Participante reconoce que su participación en el Plan es resultado de una decisión unilateral y discrecional de Workday; por lo tanto, Workday se reserva el derecho absoluto de modificar y/o terminar la participación del Participante en cualquier momento y sin responsabilidad alguna hacia el Participante.

Finalmente, el Participante por este medio declara que no se reserva ningún derecho o acción que ejercitar en contra de Workday por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Participante exime amplia y completamente a Workday, y sus afiliadas, subsidiarias, sucursales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales de cualquier demanda que pudiera surgir.

### *Notifications*

**Securities Law Information.** The Option granted and any Shares acquired under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, this Option Agreement and any other document relating to the Option may not be publicly distributed in Mexico. These materials are addressed to Participant because of his or her existing relationship with Workday and/or any Parent or Subsidiary or Affiliate, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities, but rather constitutes a private placement of securities addressed specifically to individuals who are present Employees of the Employer made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

### **NETHERLANDS**

There are no country-specific provisions.

### **NEW ZEALAND**

#### *Notifications*

**Securities Law Information. WARNING:** Participant is being granted an Option which allows Participant to acquire Shares in accordance with the terms of this Option Agreement and the Plan. The Shares, if issued, will give Participant a stake in the ownership of Workday. Participant may receive a return if dividends are paid.

If Workday runs into financial difficulties and is wound up, Participant will be paid only after all other creditors (including holders of preference shares, if any) have been paid. Participant may lose some or all of Participant's investment, if any.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, Participant may not be given all the information usually required. Participant will also have fewer other legal protections for this investment.

The Shares are quoted on the Nasdaq Global Select Market ("*Nasdaq*"). This means that if Participant acquires Shares, Participant may be able to sell the Shares on the Nasdaq if there are interested buyers. Participant may get less than he or she invested. The price will depend on the demand for the Shares.

For a copy of Workday's most recent financial statements (and, where applicable, a copy of the auditor's report on those financial statements), as well as information on risk factors impacting Workday's business that may affect the value of the Shares, Participant should refer to the risk factors discussion in Workday's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at [www.sec.gov](http://www.sec.gov), as well as on Workday's website at <http://www.workday.com/en-us/company/investor-relations/sec-filings.html>.

Participant should ask questions, read all documents carefully, and seek independent financial advice before participating in the Plan.

## **NORWAY**

### ***Notifications***

**Foreign Asset/Account Reporting Information.** If Shares are acquired under the Plan, Participant may be subject to foreign asset reporting as part of the ordinary tax return. Norwegian banks, financial institutions, limited companies, etc. must report certain information to the Tax Administration. Such information may then be pre-populated in Participant's tax return. However, if Participant has traded, or own, financial instruments (e.g., Shares), Participant must enter this information in Form RF-1159, which is an appendix to the tax return.

## **POLAND**

### ***Notifications***

**Exchange Control Information.** Polish residents holding foreign securities (including Shares) and maintaining accounts abroad (including any brokerage account) must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (calculated individually or together with all other assets/liabilities held abroad) exceeds a specified threshold (currently PLN7,000,000). If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

In addition, any transfer of funds in excess of a specified threshold (currently €15,000, but if such transfer is connected with business activity of an entrepreneur, PLN15,000) must be effected through a bank account in Poland. Participant should maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

## **SINGAPORE**

### ***Notifications***

**Securities Law Information.** The grant of the Option under the Plan is being made pursuant to the "Qualifying Person" exemption under section 273(1)(i) of the Securities and Futures Act (Cap. 289, Rev Ed 2006) ("**SFA**"). The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore. The Option is subject to section 257 of the SFA and Participant should not make any subsequent sale of Shares in Singapore or any offer of such subsequent sale of Shares in Singapore, unless such sale or offer is made (a) more than six (6) months after the Date of Grant, (b) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA, or (c) pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA. Workday's common stock is currently traded on the Nasdaq Global Select Market in the U.S. under the ticker symbol "WDAY" and any Shares acquired pursuant to the Option may be sold on this exchange.

**Director Notification Obligation.** The directors (including associate directors and shadow directors) of a Singapore Parent, Subsidiary or Affiliate are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify such entity in writing within two business days of any of the following events: (a) the acquisition or disposal of an interest (e.g., options granted under the Plan or Shares) in Workday or any Parent, Subsidiary or Affiliate, (b) any change in previously-disclosed interests (e.g., sale of Shares), or (c) becoming a director, associate director or shadow director of a Parent, Subsidiary or Affiliate in Singapore, if the individual holds such an interest at that time. These notification requirements apply regardless of whether the directors are residents of or employed in Singapore.

## **SOUTH AFRICA**

### ***Terms and Conditions***

Method of Payment. The following provision supplements Section 5 of the Option Agreement:

Payment of the aggregate Exercise Price must be made in compliance with applicable exchange control laws.

Without limitation to the foregoing, to facilitate compliance with applicable exchange control laws in South Africa, Workday may require that payment of the aggregate Exercise Price be made by consideration received by Workday pursuant to a broker-assisted exercise or “same-day sale” or other form of cashless exercise program implemented by Workday in connection with the Plan.

Responsibility for Taxes. The following provision supplements Section 8 of the Option Agreement:

By accepting the Option, Participant agrees to immediately notify the Employer of the amount of any gain realized upon vesting or exercise of the Option. If Participant fails to advise the Employer of the gain realized upon vesting or exercise of the Option, then he or she may be liable for a fine. Participant will be solely responsible for paying the difference between the actual tax liability and the amount withheld by Workday or the Employer.

### ***Notifications***

Securities Law Information. In compliance with South African securities law, the documents listed below are available for Participant’s review on Workday’s website at <https://www.workday.com/en-us/company/investor-relations.html> and on Workday’s intranet, respectively:

1. Workday’s most recent annual financial statements; and
2. Workday’s most recent Plan prospectus.

A copy of the above documents will be sent to Participant free of charge on written request to Workday’s Global Stock Administration by logging a People Guide Request in Service Hub.

Participant should carefully read the materials provided before making a decision whether to participate in the Plan.

Exchange Control Information. Participant is solely responsible for complying with applicable South African exchange control regulations. As the exchange control regulations are subject to change, Participant should consult Participant’s legal advisor prior to the acquisition or sale of Shares acquired under the Plan to ensure compliance with current regulations.

## **SOUTH KOREA**

### ***Notifications***

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (*i.e.*, non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year.

## SPAIN

### *Terms and Conditions*

Nature of Grant. This provision supplements Section 8 of the Option Agreement:

By accepting the Option, Participant consents to participating in the Plan and acknowledges that he or she has received a copy of the Plan.

Participant understands that Workday has unilaterally, gratuitously and discretionally decided to grant options under the Plan to individuals who may be Employees, Consultants, Directors or Non-Employee Directors of Workday or any Parent or Subsidiary throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind Workday or any Parent or Subsidiary. Consequently, Participant understands that this Option is granted on the assumption and condition that the Option and any Shares acquired at vesting or exercise of the Option are not part of any employment or service agreement (either with Workday or any Parent or Subsidiary) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever.

In addition, Participant understands that the Option would not be granted to Participant but for the assumptions and conditions referred to herein; thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to the Option shall be null and void.

Further, Participant acknowledges, understands and agrees that Participant will not be entitled to exercise or continue vesting in any Options once Participant's employment or service Terminates. This will be the case, for example, even in the event of a Termination of a Participant by reason of, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause or adjudged/recognized to be without good cause (*i.e.*, subject to a "*despido improcedente*"), individual or collective dismissal on objective grounds, whether adjudged and/or recognized to be with or without cause, material modification of the terms of employment or service under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

### *Notifications*

Securities Law Information. The Option does not qualify under Spanish law as securities. No "offer to the public," as defined under Spanish Law, has taken place or will take place in the Spanish territory. The Plan, this Option Agreement and any other Option grant documents have not been nor will they be registered with the *Comisión Nacional del Mercado de Valores* (Spanish Securities Exchange Commission), and do not constitute a public offering prospectus.

Exchange Control Information. Participant must declare the acquisition, ownership and sale of Shares to the *Spanish Dirección General de Comercio e Inversiones* (the "*DGCI*"), the Bureau for Commerce and Investments, which is a department of the Ministry of Industry, Trade and Tourism, for statistical purposes. Generally, the declaration must be filed in January for Shares owned as of December 31 of the prior year on a Form D-6; however, if the value of the Shares purchased under the Plan or sold exceeds €1,502,530, the declaration must be filed within one month of the acquisition or sale, as applicable.

Further, Participant is required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), any foreign instruments (*e.g.*, Shares) and any transactions with non-Spanish residents (including any payments of cash or Shares made to Participant by Workday or any U.S. brokerage account) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceeds €1,000,000.



**Foreign Asset/Account Reporting Information.** To the extent Participant holds assets (e.g., cash or Shares held in a bank or brokerage account) outside Spain with a value in excess of €50,000 per type of asset (e.g., cash or Shares) as of December 31 each year, Participant is required to report information on such rights and assets on his or her tax return for such year. After such rights or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. The reporting must be completed by March 31 following the end of the relevant tax year.

## **SWEDEN**

### ***Terms and Conditions***

**Authorization to Withhold.** This provision supplements Section 8 of the Option Agreement.

Without limiting Workday's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 8 of the Option Agreement, in accepting the grant of the Option, Participant authorizes Workday and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to Participant upon vesting/exercise to satisfy Tax-Related Items, regardless of whether Workday and/or the Employer have an obligation to withhold such Tax-Related Items.

## **SWITZERLAND**

### ***Notifications***

**Securities Law Information.** Neither this document nor any materials relating to the Shares (a) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("**FinSA**"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of Workday or one of its Parents, Subsidiaries or Affiliates, and (c) has been or will be filed with, approved or supervised by any Swiss reviewing body according to Article 51 of FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Supervisory Authority (FINMA)).

**Foreign Asset/Account Reporting Information.** Participant is required to declare all foreign bank and brokerage accounts in which cash or securities are held, including the accounts that were opened and/or closed during the tax year, as well as any other assets, on an annual basis on the tax return (*Wertschriftenverzeichnis*).

## **TAIWAN**

### ***Notifications***

**Securities Law Information.** The offer of participation in the Plan is available only to eligible Employees. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company. Therefore, it is exempt from registration in Taiwan.

**Exchange Control Information.** Taiwanese residents may acquire and remit foreign currency in relation to the Plan into Taiwan through an authorized foreign exchange bank in an amount of up to USD 5 million per year. If the transaction amount is TWD 500,000 or more in a single transaction, a foreign exchange transaction form and other supporting documentation may need to be submitted to the remitting bank.

## **THAILAND**

### ***Terms and Conditions***

**Method of Payment.** The following provision supplements Section 5 of the Option Agreement:

Payment of the aggregate Exercise Price must be made in compliance with applicable exchange control laws.

Without limitation to the foregoing, to facilitate compliance with applicable exchange control laws in Thailand, Workday may require that payment of the aggregate Exercise Price be made by consideration received by Workday pursuant to a broker-assisted exercise or “same-day sale” or other form of cashless exercise program implemented by Workday in connection with the Plan.

### ***Notifications***

**Exchange Control Information.** Unless Participant can rely on any applicable exemptions, he or she must repatriate any funds received from participating in the Plan (such as proceeds from the sale of Shares and cash dividends received in relation to the Shares) to Thailand immediately upon receipt if the amount of funds received in a single transaction is US\$1,000,000 or more. Participant must then either convert the funds to Thai Baht or deposit the funds in a foreign currency deposit account maintained by a bank in Thailand within 360 days of remitting the funds to Thailand. In addition, the details of the foreign currency transaction, including Participant’s identification information and the purpose of the transaction, must be provided to the authorized agent.

If Participant does not comply with this obligation, Participant may be subject to penalties assessed by the Bank of Thailand. Because exchange control regulations change frequently and without notice, Participant should consult a legal advisor before selling Shares to ensure compliance with current regulations. It is Participant’s responsibility to comply with exchange control laws in Thailand, and neither Workday nor the Employer will be liable for any fines or penalties resulting from Participant’s failure to comply with applicable laws.

## **UNITED KINGDOM**

### ***Terms and Conditions***

**Responsibility for Taxes.** This provision supplements Section 8 of the Option Agreement:

Without limitation to Section 8 of the Option Agreement, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by Workday or the Employer or by Her Majesty’s Revenue and Customs (“**HMRC**”) (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified Workday and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant’s behalf.

Notwithstanding the foregoing, if Participant is a director or executive officer of Workday (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that Participant is a director or executive officer and income tax is not collected from or paid by Participant within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions (“**NICs**”) may be payable. Participant understands that Participant will be responsible for reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying Workday or the Employer (as applicable) for the value of any employee NICs due on this additional benefit, which Workday or the Employer may obtain from Participant by any of the means referred to in the Plan or Section 8 of the Option Agreement.

**WORKDAY, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**GLOBAL NOTICE OF PERFORMANCE STOCK OPTION GRANT<sup>1</sup>**

Unless otherwise defined herein, the terms defined in the Workday, Inc. 2022 Equity Incentive Plan (the “**Plan**”) will have the same meanings in this Global Notice of Performance Stock Option Grant and the electronic representation of this Global Notice of Performance Stock Option Grant, and the performance and vesting terms set forth in the Vesting Appendix attached hereto (the “**Vesting Appendix**”) established and maintained by Workday, Inc. (“**Workday**”) or a third party designated by Workday (the Notice of Global Performance Stock Option Grant and the Vesting Appendix are collectively referred to as the “**Notice**”).

**Name:**

**Address:**

You (“**Participant**”) have been granted a performance-based option to purchase shares of Common Stock of Workday under the Plan subject to the terms and conditions of the Plan, this Notice and the Global Performance Stock Option Award Agreement (the “**Option Agreement**”), including any applicable jurisdiction-specific provisions in the appendices attached hereto (the “**Appendices**”) which constitute part of this Option Agreement.

**Grant Number:**

**Date of Grant:**

**Vesting Commencement Date:**

**Exercise Price per Share:**

**Total Number of Shares:**

**Type of Option:**

Non-Qualified Stock Option/Incentive Stock Option

**Expiration Date:**

\_\_\_\_\_, 20\_\_; This Option expires earlier in the event of Participant’s Termination, as described in the Option Agreement.

**Vesting Schedule:**

Subject to the limitations set forth in this Notice, the Plan and the Agreement, the Option will vest and may be exercised, in whole or in part, as set forth in the Vesting Appendix.

By accepting (whether in writing, electronically or otherwise) the Option, Participant acknowledges and agrees to the following:

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<sup>1</sup> The specific information provided in this Notice may be delivered in electronic form.

- 1) Participant understands that Participant's service with Workday or a Parent or Subsidiary or Affiliate is for an unspecified duration, can be terminated at any time (*i.e.*, is at will), subject to applicable law and/or employment or service agreement, and that nothing in this Notice, the Option Agreement or the Plan changes the nature of that relationship. Participant acknowledges that the vesting of the Options pursuant to this Notice is earned only by both achievement of the performance metrics set forth in the Vesting Appendix and continuing service as an Employee, Director or Consultant. If Participant's service is Terminated for any reason (regardless of whether the termination is in breach of employment laws in the jurisdiction where Participant is employed or is later found to be invalid), such Termination will be considered effective on the date Participant ceases to provide services to Workday or one of its Parents, Subsidiaries or Affiliates and, unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant's period of service for purposes of the Option will not be extended by any notice period or garden leave mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement. Unless otherwise expressly provided in the Plan or the Agreement or determined by the Committee, Participant's right to vest in the Option under the Plan, if any, will terminate as of such date. To the extent permitted by applicable law, Participant agrees and acknowledges that the Vesting Schedule may change prospectively in the event that Participant's service status changes between full- and part-time and/or in the event Participant is on a leave of absence, in accordance with Workday policies relating to work schedules and vesting of Awards or as determined by the Committee.
- 2) Participant has read Workday's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires, disposes of, or otherwise transacts in Workday's securities.
- 3) Participant also understands that this Notice is subject to the terms and conditions of both the Option Agreement and the Plan, both of which are incorporated herein by reference. Participant has read both the Option Agreement and the Plan.
- 4) By accepting this Option, Participant consents to electronic delivery and participation as set forth in the Option Agreement.

If you wish to decline your Option, you should promptly notify our Stock Plan Administrator at [stock.admin@workday.com](mailto:stock.admin@workday.com). If you do not provide such notification within thirty (30) days after the Date of Grant, you will be deemed to have accepted your Options on the terms and conditions set forth herein.

**VESTING APPENDIX**

*[Insert applicable performance metrics and vesting schedule.]*

**WORKDAY, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**GLOBAL PERFORMANCE STOCK OPTION AWARD AGREEMENT**

Unless otherwise defined in this Global Performance Stock Option Award Agreement (the “*Option Agreement*”), any capitalized terms used herein will have the meaning ascribed to them in the Workday, Inc. 2022 Equity Incentive Plan (the “*Plan*”).

Participant has been granted a performance-based option to purchase Shares (the “*Option*”) of Workday, Inc. (“*Workday*”), subject to the terms and conditions of the Plan, the Global Notice of Performance Stock Option Grant, including the Vesting Appendix attached thereto (the “*Notice*”) and this Option Agreement, including any applicable jurisdiction-specific provisions in the appendices attached hereto (the “*Appendices*”) which constitute part of this Option Agreement.

**1. Vesting Rights.** Subject to the applicable provisions of the Plan, the Notice and this Option Agreement, this Option may be exercised, in whole or in part, in accordance with the schedule set forth in the Notice.

**2. Termination Period.**

(a) **General Rule.** Except as provided below, and subject to the Plan, the portion of the Option that is vested and exercisable as of Participant’s Termination Date may be exercised for three (3) months after Participant’s Termination Date, and this Option will expire on the date three (3) months after Participant’s Termination Date, provided that in no event will this Option be exercised later than the Expiration Date set forth in the Notice. Workday, or in the case of Insiders, the Committee will have sole discretion to determine whether a Participant has ceased to provide services for purposes of the Plan and the effective date on which the Participant ceased to provide services (the “*Termination Date*”), as provided in the Plan. For purposes of the Option, the Termination Date will be the date Participant ceases to provide services to Workday or one of its Parents, Subsidiaries or Affiliates and, unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant’s period of service for purposes of the Option will not be extended by any notice period or garden leave mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant’s employment agreement. Participant’s right to exercise the Option after Termination of service, if any, will be measured from the Termination Date. Unless otherwise provided in this Option Agreement or determined by the Company, Participant’s right to vest in the Option, if any, will terminate as of the Termination Date and Participant’s right to exercise the Option after termination of service, if any, will be measured from the Termination Date.

(b) **Death; Disability.** Unless provided otherwise in the Notice, upon Participant’s Termination by reason of his or her death or “permanent and total disability” as described in the Plan, or if a Participant dies within three (3) months of the Termination Date, the portion of the Option that is vested and exercisable on the Termination Date may be exercised for twelve (12) months after the Termination Date and this Option will expire on the date twelve (12) months after the Termination Date, provided that in no event will this Option be exercised later than the Expiration Date set forth in the Notice. Unless provided otherwise in the Notice, upon Participant’s Termination by reason of his or her Disability (other than a “permanent and total disability”), the portion of the Option that is vested and exercisable as of the Termination Date may be exercised for six (6) months after the Termination Date and this Option will expire on the date six (6) months after the Termination Date, provided that in no event will this Option be exercised later than the Expiration Date set forth in the Notice.

(c) Cause. Unless otherwise determined by the Committee, if the Participant is Terminated for Cause (as defined in the Plan, unless otherwise provided in an employment agreement or other applicable agreement) or if the Participant's service is Terminated and following such Termination the Committee has reasonably determined in good faith that such Participant could have been Terminated for Cause (without regard to the lapsing of any required notice or cure periods in connection therewith) at the Termination Date), then the Participant's Option (whether vested or unvested) will expire on such Termination Date, or at such later or earlier time and on such conditions as are determined by the Committee.

(d) No Notification of Exercise Periods. Participant is responsible for keeping track of the applicable exercise periods following Participant's Termination for any reason. Workday is not obligated to provide further notice of such periods. In no event shall this Option be exercised later than the Expiration Date set forth in the Notice.

**3. Grant of Option**. The Participant named in the Notice has been granted an Option for the number of Shares set forth in the Notice at the exercise price per Share in U.S. Dollars set forth in the Notice (the "**Exercise Price**"). In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Option Agreement, the terms and conditions of the Plan will prevail. If designated in the Notice as an Incentive Stock Option ("**ISO**"), this Option is intended to qualify as an Incentive Stock Option under Section 422 of the Code. However, if this Option is intended to be an ISO, to the extent that it exceeds the U.S. \$100,000 rule of Code Section 422(d) it will be treated as a Nonqualified Stock Option ("**NQSO**").

**4. Exercise of Option**.

(a) Right to Exercise. This Option is exercisable during its term in accordance with the Vesting Schedule set forth in the Notice and the applicable provisions of the Plan and this Option Agreement. In the event of Participant's death, Disability, Termination for Cause or other Termination, the exercisability of the Option is governed by the applicable provisions of the Plan, the Notice and this Option Agreement. This Option may not be exercised for a fraction of a Share.

(b) Method of Exercise. This Option is exercisable by delivery of an exercise notice (the "**Exercise Notice**"), which will state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "**Exercised Shares**"), and such other representations and agreements as may be required by Workday pursuant to the provisions of the Plan. The Exercise Notice will be delivered from the person entitled to exercise the Option via electronic execution through Workday's authorized third-party administrator or in person, by mail, via electronic mail or facsimile or by other authorized method to the Secretary of Workday or other person designated by Workday. The Exercise Notice will be accompanied by full payment of the aggregate Exercise Price as to all Exercised Shares together with any Tax-Related Items (as defined in Section 8(a) below) that Workday has determined must be withheld. Full payment may consist of any consideration and method of payment authorized by the Committee or Workday and permitted by the Option Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant.

(c) This Option will be deemed to be exercised upon receipt by Workday of such fully executed Exercise Notice accompanied by such aggregate Exercise Price and payment of any Tax-Related Items. No Shares will be issued pursuant to the exercise of this Option unless such issuance and exercise complies with all relevant provisions of law and the requirements of any stock exchange or quotation service upon which the Shares are then listed. Assuming such compliance, for income tax purposes the Exercised Shares will be considered transferred to Participant on the date the Option is exercised with respect to such Exercised Shares (subject to applicable law).

**5. Method of Payment**. Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Participant:

- (a) cash;
- (b) check;

(c) if permitted by the Committee, certificates for Shares that Participant owns, along with any forms needed to effect a transfer of those Shares to Workday, the value of the Shares, determined as of the effective date of the Option exercise, will be applied to the Exercise Price. Instead of surrendering Shares, Participant may attest to the ownership of those Shares on a form provided by Workday and have the same number of Shares subtracted from the Exercised Shares issued to Participant. However, Participant may not surrender, or attest to the ownership of, Shares of Workday stock in payment of the Exercise Price of Participant's Option if Participant's action would cause Workday to recognize compensation expense (or additional compensation expense) with respect to this Option for financial reporting purposes.

(d) a "broker-assisted" or "same-day sale" (as described in Section 11(c) of the Plan); or

(e) other method authorized by the Committee or permitted under the Plan,

provided, that the Committee may limit the availability of any method of payment, to the extent the Committee determines, in its discretion, such limitation is necessary or advisable to comply with applicable law or facilitate the administration of the Plan. In particular, if Participant is located outside the United States, Participant should review the applicable provisions of the Appendix for any such restriction that may currently apply.

**6. Non-Transferability of Option.** This Option may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of other than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant or unless otherwise permitted by the Committee on a case-by-case basis. The terms of the Plan and this Option Agreement will be binding upon the executors, administrators, heirs, successors and assigns of Participant.

**7. Term of Option.** This Option will in any event expire on the Expiration Date set forth in the Notice, which date is 10 years after the Date of Grant (five years after the Date of Grant if this Option is designated as an ISO in the Notice of Stock Option Grant and Section 5.3 of the Plan applies).

**8. Responsibility for Taxes.**

(a) **Withholding.** Participant acknowledges that, regardless of any action taken by Workday or, if different, Participant's employer (the "***Employer***"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to Participant's participation in the Plan and legally applicable to Participant ("***Tax-Related Items***") is and remains Participant's responsibility and may exceed the amount actually withheld by Workday or the Employer. Participant further acknowledges that Workday and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Option, including, but not limited to, the grant, vesting or exercise of this Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of this Option to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that Workday and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. *PARTICIPANT SHOULD CONSULT A TAX ADVISER APPROPRIATELY QUALIFIED IN THE JURISDICTION(S) IN WHICH PARTICIPANT RESIDES OR IS SUBJECT TO TAXATION.*

Prior to any relevant taxable or tax withholding event, as applicable, to the extent permitted by applicable law Participant agrees to make arrangements satisfactory to Workday and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes Workday and/or the Employer, or their respective agents, at their discretion, to satisfy any withholding obligations or rights for Tax-Related Items by one or a combination of the following:

(i) Participant's payment of a cash amount (including by check representing readily available funds or a wire transfer);



- (ii) withholding from proceeds of the sale of Shares acquired at exercise of this Option either through a voluntary sale or through a mandatory sale arranged by Workday (on Participant's behalf pursuant to this authorization) without further consent;
- (iii) withholding in Shares to be issued upon exercise of the Option;
- (iv) withholding from Participant's wages or other cash compensation payable to Participant by Workday and/or the Employer or any Parent, Subsidiary or Affiliate; or
- (v) any other arrangement approved by the Committee,

all under such rules as may be established by the Committee and in compliance with Workday's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if Participant is a Section 16 officer of Workday under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (i)-(v) above, and the Committee shall establish the method prior to the tax withholding event.

Depending on the withholding method, Workday may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates in Participant's jurisdiction(s), including minimum rates or up to the maximum rates applicable in Participant's jurisdiction(s). In the event the application of the withholding rate determined by Workday leads to over-withholding, Participant may receive a refund of any over-withheld amount in cash from Workday or the Employer (and will have no entitlement to the equivalent value in Shares) or, if not refunded by Workday or the Employer, Participant may be able to seek a refund from the applicable tax authority. In the event of under-withholding by Workday or the Employer for any reason, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant will be deemed to have been issued the full number of Shares issued upon exercise of the Options notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. The Fair Market Value of these Shares, determined as of the effective date of the Option exercise, will be applied as a credit against the Tax-Related Items withholding.

Finally, Participant agrees to pay to Workday or the Employer any amount of Tax-Related Items that Workday or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. Workday may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

(b) Notice of Disqualifying Disposition of ISO Shares. For U.S. taxpayers, if Participant sells or otherwise disposes of any of the Shares acquired pursuant to an ISO on or before the later of (i) two years after the grant date, or (ii) one year after the exercise date, Participant will immediately notify Workday in writing of such disposition. Participant agrees that he or she may be subject to income tax withholding by Workday on the compensation income recognized from such early disposition of ISO Shares by payment in cash or out of the current wages or other cash compensation paid to Participant by Workday and/or the Employer or any Parent, Subsidiary or Affiliate.

**9. Nature of Grant.** By accepting the Option, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by Workday, it is discretionary in nature, and may be amended, suspended or terminated by Workday at any time, to the extent permitted by the Plan;

(b) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

(c) all decisions with respect to future Option or other grants, if any, will be at the sole discretion of Workday;

(d) the Option grant and Participant's participation in the Plan will not create a right to employment or be interpreted as forming an employment or service contract with Workday, the Employer or any Parent, Subsidiary or Affiliate and shall not interfere with any ability Workday, the Employer or any Parent, Subsidiary or Affiliate, as applicable, may have to Terminate Participant's employment or service;

(e) Participant is voluntarily participating in the Plan;

(f) the Option and the Shares subject to the Option, and the income from and value of same, are not intended to replace any pension rights or compensation;

(g) the Option and the Shares subject to the Option, and the income and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

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

(i) if the underlying Shares do not increase in value, the Option will have no value;

(j) if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease, even below the Exercise Price;

(k) no claim or entitlement to compensation or damages will arise from forfeiture of the Option resulting from (i) the application of any compensation recovery or clawback policy adopted by Workday or otherwise required by law, or (ii) Participant's Termination (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any);

(l) unless otherwise provided in the Plan or by Workday in its discretion, the Option and the benefits evidenced by this Option Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Shares; and

(m) neither Workday, the Employer nor any Parent, Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise.

**10. No Advice Regarding Grant.** Workday is not providing any tax, legal or financial advice, nor is Workday making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant acknowledges, understands and agrees that he or she should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

**11. Language.** Participant acknowledges that he or she is sufficiently proficient in English or has consulted with an advisor who is proficient in English, as to allow Participant to understand the terms and conditions of this Option Agreement, including the Appendix and any other documents related to the Plan. If Participant has received this Option Agreement or any other document related to the Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

**12. Jurisdiction-Specific Provisions.** Notwithstanding any provisions in this Option Agreement, the Option grant will be subject to any special terms and conditions for Participant's jurisdiction set forth in the Appendices. Moreover, if Participant relocates to one of the jurisdictions included in the Appendices, the special terms and conditions for such jurisdiction will apply to Participant, to the extent Workday determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendices constitute part of this Option Agreement.

**13. Imposition of Other Requirements.** Workday reserves the right to impose other requirements on Participant's participation in the Plan, on the Option and on any Shares purchased upon exercise of the Option, to the extent Workday determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**14. Acknowledgement.** Workday and Participant agree that the Option is granted under and governed by the Notice, this Option Agreement and by the provisions of the Plan (incorporated herein by reference). Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the Option subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

**15. Entire Agreement; Enforcement of Rights.** This Option Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No adverse modification of or adverse amendment to this Option Agreement, nor any waiver of any rights under this Option Agreement, will be effective unless in writing and signed by the parties to this Option Agreement (which writing and signing may be electronic). The failure by either party to enforce any rights under this Option Agreement will not be construed as a waiver of any rights of such party.

**16. Compliance with Laws and Regulations.** The issuance of Shares and any restriction on the sale of Shares will be subject to and conditioned upon compliance by Workday and Participant with all applicable U.S. and non-U.S. local, state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which Workday's Shares may be listed or quoted at the time of such issuance or transfer. Participant understands that Workday is under no obligation to register or qualify the Shares with any U.S. state or federal or any non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that Workday shall have unilateral authority to amend the Plan and this Option Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Option Agreement shall be endorsed with appropriate legends, if any, determined by Workday.

**17. Severability.** If one or more provisions of this Option Agreement are held to be unenforceable under applicable law, such provision(s) will be enforced to the maximum extent possible given the intent of the parties hereto and the parties agree to renegotiate any unenforceable provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such unenforceable provision, then (a) such provision will be excluded from this Option Agreement, (b) the balance of this Agreement will be interpreted as if such provision were so excluded and (c) the balance of this Option Agreement will be enforceable in accordance with its terms.

**18. Governing Law and Venue.** This Option Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to such state's principles of conflict of laws.

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

**19. Insider Trading / Market Abuse Laws.** Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, the United States and, if different, Participant's country, which may affect Participant's ability to directly or indirectly accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Options) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "inside information" regarding Workday (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before possessing the inside information. Furthermore, Participant may be prohibited from (a) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (b) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Workday insider trading policy and/or any Workday 10b5-1 trading plan. Neither Workday nor any Parent, Subsidiary or Affiliate will be responsible for such restrictions or liable for the failure on Participant's part to know and abide by such restrictions. Participant should consult with his or her own personal legal advisers to ensure compliance with local laws. In addition, Participant acknowledges that he or she read Workday's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires, disposes of, or otherwise transacts in Workday's securities.

**20. Foreign Asset/Account and Tax Reporting Requirements and Exchange Controls.** Participant acknowledges that his or her country may have certain foreign asset and/or foreign account reporting and/or tax reporting requirements and exchange controls which may affect Participant's ability to acquire or hold Shares purchased under the Plan or cash received from participating in the Plan (including from any dividends paid on or sales proceeds arising from the sale of Shares acquired under the Plan) in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Participant also may be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to Participant's country through a designated bank or broker and/or within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to comply with such regulations, and Participant should consult a personal legal advisor for any details.

**21. Option Subject to Workday Clawback or Recoupment.** To the extent permitted by applicable law, the Options will be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or Compensation Committee or required by law during the term of Participant's employment or other service that is applicable to Participant. In addition to any other remedies available under such policy and applicable law, Workday may require the cancellation of Participant's Options (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's Options.

**22. No Rights as Employee, Director or Consultant.** Nothing in this Option Agreement will affect in any manner whatsoever any right or power Workday, the Employer or any Parent, Subsidiary or Affiliate may have to terminate Participant's service, for any reason, with or without Cause.

**23. No Stockholder Rights.** Unless and until the Shares are issued (as evidenced by the appropriate entry on the books of Workday or of a duly authorized transfer agent of Workday), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares, notwithstanding the exercise of the Option.

**23. Consent to Electronic Delivery of All Plan Documents and Disclosures.** By Participant's acceptance (whether in writing, electronically or otherwise) of the Notice, Participant and Workday agree that this Option is granted under and governed by the terms and conditions of the Plan, the Notice and this Option Agreement. Participant has reviewed the Plan, the Plan prospectus, the Notice and this Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Notice, and fully understands all provisions of the Plan, the Notice and this Option Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Option Agreement. Participant further agrees to notify Workday upon any change in Participant's residence address indicated on the Notice.

By acceptance of this Option, Participant agrees to participate in the Plan through an on-line or electronic system established and maintained by Workday or a third party designated by Workday and consents to the electronic delivery of the Notice, this Option Agreement, the Plan, account statements, Plan prospectuses required by the U.S. Securities and Exchange Commission, U.S. financial reports of Workday, and all other documents that Workday is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Option and current or future participation in the Plan. Electronic delivery may include the delivery of a link to the Workday intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at Workday's discretion. Participant acknowledges that Participant may receive from Workday a paper copy of any documents delivered electronically at no cost if Participant contacts Workday by telephone, through a postal service or electronic mail to Stock Administration at [stock\\_admin@workday.com](mailto:stock_admin@workday.com). Participant further acknowledges that Participant will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, Participant understands that Participant must provide on request to Workday or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, Participant understands that Participant's consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if Participant has provided an electronic mail address), at any time by notifying Workday of such revised or revoked consent by telephone, postal service or electronic mail through Stock Administration. Finally, Participant understands that Participant is not required to consent to electronic delivery.

APPENDIX A

WORKDAY, INC.  
2022 EQUITY INCENTIVE PLAN  
STOCK OPTION AWARD AGREEMENT

DATA PRIVACY PROVISIONS FOR EMPLOYEES OUTSIDE THE UNITED STATES

PART 1 - EUROPEAN UNION, EUROPEAN ECONOMIC AREA, SWITZERLAND AND UNITED KINGDOM

Data Privacy Notice.

(a) **Data Collection and Usage.** *Workday and any Parent, Subsidiary, or Affiliate, including the Employer, may control, collect, process and use certain information, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in Workday, details of all stock options or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the purposes of implementing, administering and managing the Plan. Processing of personal data for Plan purposes will be necessary for the performance of the Agreement or in the legitimate interests of Workday, the Employer, any Parent, Subsidiary, Affiliate or a third party which are not overridden by Participant privacy rights, interests or freedoms on balance.*

(b) **Stock Plan Administration Service Providers.** *Workday transfers relevant Plan information, including Participant personal data to E\*Trade Financial Corporate Services, Inc. and E\*Trade Securities LLC (collectively, "E\*Trade"), an independent service provider based in the United States, which is assisting Workday with the implementation, administration and management of the Plan. Workday may select a different service provider or additional service providers and share information including personal data with such other provider(s) serving in a similar manner. Participant may be asked to agree on separate terms or acknowledge data processing practices with the service provider, with such agreement or practice being a condition to the ability to participate in the Plan.*

(c) **International Data Transfers.** *Workday, E\*Trade and relevant service providers are based in the United States. Personal data will be processed in the United States and other international locations in connection with global operations from time to time. Participant's jurisdiction may have different data privacy laws. To protect data privacy rights, Workday maintains a program to implement international data transfer safeguards, this may include entering approved standard contractual clauses with data importers where required by Participant's local jurisdiction laws.*

(d) **Data Retention.** *Personal data will be processed only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax securities, exchange control and labor laws. This period may extend beyond when Participant's service Terminates. When Workday no longer needs personal data, Workday will remove it from its systems to the fullest extent reasonably practicable. If Workday keeps personal data longer, it would be to satisfy legal or regulatory obligations and Workday's legal basis, where required, would include the relevant laws or regulations.*

(e) **Data Subject Rights.** Participant may have a number of rights under data privacy laws in Participant's jurisdiction. Depending on where Participant is based and relevant data privacy laws regulating the processing activity, such rights may include the right to (i) request access or copies of personal data Workday processes, including a summary of processing activities and recipient categories, (ii) rectification, (iii) deletion or erasure, (iv) restrictions on processing, (v) portability and/or (vi) lodge complaints with competent authorities in Participant's jurisdiction. To receive clarification regarding this data privacy notice, these rights or to exercise applicable rights in relation to the personal data processed by Workday, Participant can make an electronic request via Workday's Privacy Portal or write to the office address specified in Workday's Employment Privacy Statement.

(f) **Workday's Employment Privacy Statement.** Further information on Workday's data privacy practices can be found within Workday's Employment Privacy Statement which supplements this data privacy notice.

## **PART 2 - COUNTRIES OUTSIDE THE EUROPEAN UNION, EUROPEAN ECONOMIC AREA, SWITZERLAND AND UNITED KINGDOM**

### **Data Privacy Notice and Consent.**

(a) **Data Collection and Usage.** Workday and any Parent, Subsidiary, or Affiliate, including the Employer, may collect, process and use certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in Workday, details of all stock options or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is Participant's consent.

(b) **Stock Plan Administration Service Providers.** Workday transfers Data to E\*Trade Financial Corporate Services, Inc. and E\*Trade Securities LLC (collectively, "E\*Trade"), an independent service provider based in the United States, which is assisting Workday with the implementation, administration and management of the Plan. Workday may select a different service provider or additional service providers and share Data with such other provider(s) serving in a similar manner. Participant may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.

(c) **International Data Transfers.** Workday and its service providers are based in the United States. Participant's country or jurisdiction may have different data privacy laws and protections than the United States. Workday's legal basis, where required, for the transfer of Data is Participant's consent.

(d) **Data Retention.** Workday will hold and use Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax securities, exchange control and labor laws. This period may extend beyond when Participant's service Terminates. When Workday no longer needs the Data, Workday will remove it from its systems to the fullest extent reasonably practicable. If Workday keeps Data longer, it would be to satisfy legal or regulatory obligations and Workday's legal basis, where required, would be the relevant laws or regulations.

(e) **Voluntariness and Consequences of Consent Denial or Withdrawal.** Participation in the Plan is voluntary and Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing Participant's consent is that Workday would not be able to grant stock options or other equity awards to Participant or administer or maintain such awards.

(f) **Data Subject Rights.** Participant may have a number of rights under data privacy laws in Participant's jurisdiction. Depending on where Participant is based, such rights may include the right to (i) request access or copies of Data Workday processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrictions on processing of Data, (v) portability of Data, (vi) lodge complaints with competent authorities in Participant's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding this data privacy notice, these rights or to exercise applicable rights in relation to the personal data processed by Workday, Participant can make an electronic request via Workday's Privacy Portal or write to the office address specified in Workday's Employment Privacy Statement.

(g) **Workday's Employment Privacy Statement.** Further information on Workday's data privacy practices can be found within Workday's Employment Privacy Statement which supplements this data privacy notice.

**By accepting the Option and indicating consent via Workday's acceptance procedure, Participant is declaring that Participant agrees with the data processing practices described herein and consents to the collection, processing and use of Data by Workday and the transfer of Data to the recipients mentioned above, including recipients located in countries which may not provide the same level of protection as Participant's country from a data protection perspective, for the purposes described above.**



## APPENDIX B

### WORKDAY, INC. 2022 EQUITY INCENTIVE PLAN GLOBAL STOCK OPTION AWARD AGREEMENT

#### JURISDICTION-SPECIFIC PROVISIONS FOR EMPLOYEES OUTSIDE THE U.S.

##### *Terms and Conditions*

This Appendix B includes additional terms and conditions that govern the Option granted to Participant under the Plan if Participant resides and/or works in one of the jurisdictions below. This Appendix B forms part of the Option Agreement. Any capitalized term used in this Appendix B without definition will have the meaning ascribed to it in the Notice, the Option Agreement or the Plan, as applicable.

If Participant is a citizen or resident of a jurisdiction, or is considered resident of a jurisdiction, other than the one in which Participant is currently working, or Participant transfers employment and/or residency between jurisdictions after the Date of Grant, Workday will, in its sole discretion, determine to what extent the additional terms and conditions included herein will apply to Participant under these circumstances.

##### *Notifications*

This Appendix B also includes information relating to securities laws, exchange control, foreign asset / account reporting requirements and other issues of which Participant should be aware with respect to Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective jurisdictions as of March 2022. Such laws are often complex and change frequently. As a result, Participant should not rely on the information herein as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time that Participant exercises the Option or sells Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to Participant's particular situation, and Workday is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's jurisdiction may apply to Participant's situation.

Finally, if Participant is a citizen or resident of a jurisdiction, or is considered resident of a jurisdiction, other than the one in which Participant is currently working, or Participant transfers employment and/or residency after the Date of Grant, the information contained herein may not apply to Participant in the same manner.

## AUSTRALIA

### *Notifications*

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in the Act).

Securities Law Information. If Participant offers any Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law (in addition to any requirements under the Plan and this Option Agreement). *Participant should consult with his or her personal legal advisor prior to making any such offer to ensure compliance with the applicable requirements.*

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD 10,000 and international fund transfers. The Australian bank assisting with the transaction may file the report on Participant's behalf. If there is no Australian bank involved in the transfer, Participant will be required to file the report. *Participant should consult with his or her personal advisor to ensure proper compliance with applicable reporting requirements in Australia.*

## AUSTRIA

### *Notifications*

Exchange Control Information. If Participant holds securities (including Shares acquired under the Plan) or cash (including proceeds from the sale of Shares) outside of Austria, Participant will be required to report certain information to the Austrian National Bank on an annual basis if the value of the shares as of December 31 meets or exceeds €5,000,000. The deadline for filing the annual report is January 31 of the following year.

In addition, when the Shares are sold or a dividend is received, Participant may be required to comply with certain exchange control obligations if the cash proceeds from the sale are held outside of Austria. If the transaction volume of all accounts abroad meets or exceeds €10,000,000, the movement and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th of the following month on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

## BELGIUM

### *Notifications*

Acceptance of Option. The taxation of the Options will depend on when the Options are accepted. Participant will receive a separate letter, acceptance form and undertaking form along with the Option Agreement. Participant should refer to the separate letter for a detailed description of the tax consequences of accepting the Options. *Participant should consult with his or her personal tax advisor regarding the tax consequences of accepting the Options and the completion of the additional forms.*

Foreign Asset/Account Reporting Information. If Participant is a Belgian resident, Participant is required to report any securities (e.g., Shares acquired under the Plan) or bank account (including brokerage accounts) held outside Belgium on Participant's annual tax return. In a separate report, Belgian residents are required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, [www.nbb.be](http://www.nbb.be).

## CANADA

### *Terms and Conditions*

Exercisability/Termination. This provision supplements or replaces, as applicable, the provisions on Termination and Termination Date set forth in Section 1 of the Global Notice of Stock Option Grant and Section 2 of the Option Agreement as well as the "Termination" and "Termination Date" definitions in Section 29 of the Plan (and, for the avoidance of doubt, the definition of "Termination Date" included herein replaces the definition of "Termination Date" set forth in Section 2(a) of this Agreement and Section 29 of the Plan as permitted by the Plan):

Workday, or in the case of Insiders, the Committee will have sole discretion to determine whether a Participant has ceased to provide services for purposes of the Plan and the effective date on which the Participant ceased to provide services (the "**Termination Date**"), as provided in the Plan. For purposes of the Option, the Termination Date will be the date Participant is no longer actually providing services (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or otherwise rendering services or the terms of Participant's employment or service agreement, if any). Unless explicitly required by applicable legislation or determined by Workday, or in the case of Insiders, the Committee, Participant's period of service for purposes of the Option will exclude and will not be extended by any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise. Participant will not earn, or be entitled to earn, any pro-rated vesting or exercisability for that portion of time before the date on which Participant's right to vest in or exercise the Option terminates, nor will Participant be entitled to any compensation for lost vesting or exercisability. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting and/or exercisability during a statutory notice period, Participant's right to vesting or exercise of the Option, if any, will terminate effective as of the last day of Participant's minimum statutory notice period, but Participant will not earn or be entitled to pro-rated vesting or extended exercisability if the vesting date or exercisability period falls after the end of Participant's statutory notice period, nor will Participant be entitled to any compensation for lost vesting or exercisability.

Method of Payment. The following provision supplements Section 5 of the Option Agreement:

Due to tax considerations in Canada, payment of the aggregate Exercise Price may not be made by the method set forth in Section 5(c) of the Option Agreement. Workday reserves the right to allow this method of payment depending on the development of applicable law.

***The following provisions apply to Participants in Quebec:***

Data Privacy. The following provision supplements Part 2 of Appendix A.

Participant hereby authorizes Workday and Workday's representatives to discuss and obtain all relevant information from all personnel, professional or non-professional, involved with the administration and operation of the Plan for purposes that relate to the administration of the Plan. Participant further authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate to disclose and discuss such information with their advisors. Participant acknowledges and agrees that Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the U.S. Participant also authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate to record such information and to keep such information in Participant's employment file. If applicable, Participant also acknowledges and authorizes Workday, the Employer and/or any other Parent, Subsidiary or Affiliate involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on Participant or the administration of the Plan.

Language Consent. The parties acknowledge that it is their express wish that this Option Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue Utilisée. *Les parties reconnaissent avoir exigé que cette convention ["Option Agreement"], ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou lié directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

***Notifications***

Securities Law Information. Participant understands he or she is permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the Nasdaq Global Select Market (the "**Nasdaq**").

Foreign Asset/Account Reporting Information. Canadian residents are required to report foreign specified property, including Shares and rights to receive Shares (e.g., Options), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time during the year. Options must be reported (generally, at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property held by Participant. When Shares are acquired, their cost generally is the adjusted cost base ("**ACB**") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if Participant owns other Shares, this ACB may have to be averaged with the ACB of the other Shares.

**CHINA**

***Terms and Conditions***

*The following provisions govern Participant's participation in the Plan only if Participant is subject to exchange control restrictions in the People's Republic of China ("**China**"), as determined by Workday in its sole discretion.*

Vesting and Exercisability. This section supplements Sections 1 and 2 of the Option Agreement:

Workday is under no obligation to vest Options or issue Shares unless and until its registration application is approved by the Chinese State Administration of Foreign Exchange (“SAFE”). Further, at Workday’s discretion, the Option will not vest or be exercised and Shares will not be issued if, at the time Participant’s Option is otherwise scheduled to vest, the SAFE registration has become invalid or ceased to be effective for any reason. Further, Options will not vest or become exercisable and the underlying Shares will not be issued unless and until Workday determines that such vesting and issuance of Shares complies with all relevant laws and regulations.

Method of Payment. The following provision supplements Section 5 of the Option Agreement:

To facilitate compliance with applicable laws and regulations in China, payment of the aggregate Exercise Price must be made by consideration received by Workday pursuant to a broker-assisted exercise or “same-day sale” or other form of cashless exercise program implemented by Workday in connection with the Plan. Workday reserves the right to allow additional methods of payment depending on the development of applicable law.

Exchange Control Requirements. Any Shares that Participant acquires at vesting or exercise of the Option (less amounts required to be withheld to satisfy Tax-Related Items) will be credited to Participant’s account with E\*Trade or such other broker as may be selected by Workday. Participant understands that these Shares must remain in such account until Participant decides or is required to sell them. Participant understands and agrees that, due to exchange control laws in China, Participant will be required to immediately repatriate to China any funds received from participating in the Plan (including cash proceeds from the sale of Shares and any dividends paid on such Shares). Participant further understands that, under exchange control laws in China, such repatriation of the funds will need to be effected through a special exchange control account established by Workday, the Employer or another Subsidiary, and Participant hereby consents and agrees that the funds will be transferred to such special account prior to being delivered to Participant. Participant also understands that Workday will deliver the funds to Participant as soon as possible, but there may be delays in distributing the funds to Participant due to exchange control requirements in China. The funds may be paid in U.S. dollars or local currency, at Workday’s discretion. If the funds are paid in U.S. dollars, Participant understands that Participant may be required to open a U.S. Dollar bank account in China into which the funds can be deposited. If the funds are converted to local currency, Participant acknowledges that Workday is under no obligation to secure any particular currency conversion rate, and that it may face delays in converting the funds to local currency. Participant will bear the risk of any currency conversion rate fluctuation between the date that the Shares are sold (or any other funds are received) and the date of conversion of the funds to local currency. Participant must comply with any other requirements imposed by Workday in the future in order to facilitate compliance to the exchange control requirements in China.

## **CZECH REPUBLIC**

### *Notifications*

Exchange Control Information. Upon request of the Czech National Bank, Participant may be required to file a report in connection with the Option and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, Participant should consult with his or her personal advisor before vesting or exercise of the Option and before opening any foreign accounts in connection with the Option to ensure compliance with current regulations. Participant is responsible for complying with applicable Czech exchange control laws.

## DENMARK

### *Terms and Conditions*

Danish Stock Option Act. Participant acknowledges that he or she has received the Employer Statement in Danish which sets forth additional information about the Option to the extent that the Danish Stock Option Act, as amended as of 1 January 2019 (the “Act”), applies.

Participant understands that the Act only applies to “employees” as that term is defined in Section 2 of the Act. If Participant is a member of the registered management of a Subsidiary in Denmark or otherwise does not satisfy the definition of employee, he or she is not subject to the Act and the Employer Statement will not apply to him or her.

### *Notifications*

Foreign Asset/Account Reporting Information. If the Participant establishes an account holding Shares or cash outside Denmark, the Participant must report the account to the Danish Tax Administration. The form may be obtained from a local bank.

## FINLAND

There are no country-specific provisions.

## FRANCE

### *Terms and Conditions*

Language Consent. By accepting the Option, Participant confirms having read and understood the Plan and this Option Agreement, which were provided in the English language. Participant accepts the terms of those documents accordingly.

*Consentement Relatif à la Langue Utilisée. En acceptant cette Attribution, le Participant confirme avoir lu et compris le Plan et le présent Contrat d'Attribution qui ont été transmis en langue anglaise. Le Participant accepte les termes et conditions de ces documents en connaissance de cause.*

### *Notifications*

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities exceeds a certain threshold. *Participant should consult with a personal legal advisor for further details regarding this requirement.*

Foreign Asset/Account Reporting Information. If Participant holds securities (including Shares purchased under the Plan) or maintains a foreign bank account, Participant is required to report these to the French tax authorities when filing Participant's annual tax return.

## GERMANY

### *Notifications*

Exchange Control Information. Cross border payments in excess of €12,500 must be reported monthly to the *Deutsche Bundesbank*. Such reporting obligation might arise when the Option is exercised and when Shares are subsequently sold by Participant. *Participant is responsible for complying with applicable reporting obligations and should consult with a personal legal advisor on this matter.*

Foreign Asset/Account Reporting Information. If Participant's acquisition of Shares under the Plan leads to a so-called qualified participation at any point during the calendar year, Participant will need to report the acquisition when he or she files his or her tax return for the relevant year. A qualified participation is attained if (i) the value of the Shares acquired exceeds EUR 150,000 or (ii) in the unlikely event that Participant holds Shares exceeding 10% of the total capital of Workday. However, if the Shares are listed on a recognized U.S. stock exchange and Participant owns less than 1% of Workday, this requirement will not apply to him or her. If applicable, Participant will be responsible for obtaining the appropriate form from a German federal bank and complying with the reporting obligations.

## **GREECE**

Foreign Asset/Account Reporting Information. If Participant acquires Shares under the Plan, Participant must report such foreign assets on Participant's tax return.

## **HONG KONG**

### ***Terms and Conditions***

Securities Law Information. *WARNING: The grant of the Option under the Plan and the Shares subject to the Option do not constitute a public offer of securities under Hong Kong law and are available only to employees of Workday, its Subsidiaries and any Parent. This Option Agreement and the Plan and any other incidental communication materials distributed in connection with the Plan (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, (ii) have not been reviewed by any regulatory authority in Hong Kong, and (iii) are intended only for the personal use of eligible employees of Workday, its Subsidiaries and any Parent, and may not be distributed to any other person.*

*Participant is advised to exercise caution in relation to the right to acquire Shares. If Participant is in any doubt about any of the contents of this Option Agreement, the Plan or any other incidental communication materials distributed in connection with the Plan, Participant should obtain independent professional advice.*

Sale of Shares. By accepting the Option, Participant agrees that in the event Shares are issued in respect of the Option within six months of the Date of Grant, Participant will not dispose of any Shares acquired prior to the six-month anniversary of the Date of Grant.

## **INDIA**

### ***Terms and Conditions***

Method of Payment. The following provision supplements Section 5 of the Option Agreement:

Payment of the aggregate Exercise Price must be made in compliance with applicable exchange control laws.

Without limitation to the foregoing, to facilitate compliance with applicable exchange control laws in India, Workday may require that payment of the aggregate Exercise Price be made by consideration received by Workday pursuant to a broker-assisted exercise or "same-day sale" or other form of cashless exercise program implemented by Workday in connection with the Plan.

## ***Notifications***

**Exchange Control Information.** Participants resident in India are required to repatriate to India any funds received under the Plan within such period of time prescribed under applicable Indian exchange control regulations, as may be amended from time to time. Upon repatriation, a foreign inward remittance certificate (“**FIRC**”) will be issued by the bank where the foreign currency is deposited. The FIRC should be retained as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is Participant’s responsibility to comply with applicable exchange control laws in India.

**Foreign Asset/Account Reporting Information.** Indian residents must declare the following items in their annual tax returns: (i) any foreign assets held (including Shares acquired under the Plan), and (ii) any foreign bank accounts for which the resident has signing authority. It is Participant’s responsibility to comply with applicable tax laws in India. Participant should consult with a personal tax advisor to ensure proper reporting of foreign assets and bank accounts.

## **INDONESIA**

### ***Terms and Conditions***

**Language Consent.** By accepting the Award, Participant (i) confirms having read and understood these documents provided in the English language, (ii) accepts the terms of these documents accordingly, and (iii) agrees not to challenge the validity of these documents based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

**Persetujuan dan Pemberitahuan Bahasa.** Dengan menerima Penghargaan ini, (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian Penghargaan ini (yaitu Rencana dan Perjanjian Opsi Saham) yang disediakan untuk anda dalam bahasa Inggris, (ii) anda menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau peraturan pelaksana dari Peraturan Presiden (ketika diterbitkan nantinya).

### ***Notifications***

**Exchange Control Information.** Foreign exchange activity is subject to certain reporting requirements. For foreign currency transactions exceeding USD 25,000, the underlying document of that transaction will have to be submitted to the relevant local bank. If Participant repatriates funds (e.g., proceeds from the sale of Shares) into Indonesia, the Indonesian bank through which the transaction is made will submit a report of the transaction to the Bank of Indonesia.

For transactions of USD 10,000 or more (or its equivalent in other currency), a more detailed description of the transaction must be included in the report and Participant may be required to provide information about the transaction to the bank in order to complete the transaction.

**Foreign Asset/Account Reporting Information.** Indonesian residents are required to report worldwide assets (including foreign accounts and Shares acquired under the Plan) in their annual individual income tax return.



## **IRELAND**

### ***Notifications***

**Director Notification Requirement.** If Participant is a director, shadow director or secretary of an Irish Parent or Subsidiary, Participant must notify the Irish Parent or Subsidiary in writing upon (a) receiving or disposing of an interest in Workday (e.g., options, Shares, etc.), (b) becoming aware of the event giving rise to the notification requirement, or (c) becoming a director or secretary if such an interest exists at the time, in each case if the interest represents more than 1% of Workday's share capital or voting rights. This notification requirement also applies with respect to the interests of any spouse or minor children (whose interests will be attributed to the director, shadow director or secretary).

## **ITALY**

### ***Terms and Conditions***

**Plan Document Acknowledgement.** Participant acknowledges that by accepting the Option, Participant has been given access to the Plan document, has reviewed the Plan and this Option Agreement in their entirety and fully understands and accepts all provisions of the Plan and this Option Agreement. Further, Participant acknowledges that he or she has read and expressly approves the following sections of the Option Agreement: Section 1. Vesting Rights; Section 2. Termination Period; 8. Responsibility for Taxes; Section 9. Nature of Grant; Section 10. No Advice Regarding Grant; Section 11. Language; Section 13. Imposition of Other Requirements; Section 16. Compliance with Laws and Regulations; Section 18. Governing Law and Venue; Section 21: Option Subject to Workday Clawback or Recoupment; Section 24. Consent to Electronic Delivery of All Plan Documents and Disclosures.

### ***Notifications***

**Foreign Asset/Account Reporting Information.** Participant understands that if Participant is an Italian resident and at any time during the fiscal year Participant holds foreign financial assets (including cash and Shares) which may generate income taxable in Italy, Participant is required to report these assets on Participant's annual tax return (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets, even if Participant does not directly hold investments abroad or foreign assets.

## **JAPAN**

### ***Notifications***

**Exchange Control Information.** If the payment amount to purchase Shares in one transaction exceeds ¥30,000,000, Participant must file a Payment Report with the Ministry of Finance (the "MOF") (through the Bank of Japan or the bank through which the payment was effected). If the payment amount to purchase Shares in one transaction exceeds ¥100,000,000, Participant must file a Securities Acquisition Report, in addition to a Payment Report, with the MOF (through the Bank of Japan).

**Foreign Asset/Account Reporting Information.** Participant understands that if Participant holds assets outside of Japan (e.g., Shares acquired under the Plan) with a total net fair market value exceeding ¥50,000,000 (or an equivalent amount in foreign currency) as of December 31 each year, Participant is required to report the details of such assets to the Japanese tax authorities by March 15th of the following year. Participant acknowledges that he or she should consult with Participant's personal tax advisor to determine Participant's personal reporting obligations.

## **LATVIA**

There are no country-specific provisions.

## MALAYSIA

### *Terms and Conditions*

**Data Privacy.** *The following provision replaces Part 2 of Appendix A.*

*Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Option Agreement and any other Option grant materials by and among, as applicable, Workday, the Employer and any other Parent or Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.*

*Participant understands that Workday, the Employer and any other Parent or Subsidiary may hold certain personal information about Participant, including, but not limited to, Participant's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in Workday, details of all Options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. The source of the Data is the Employer, as well as information which Participant is providing to Workday and the Employer in connection with the Plan and this Option Agreement.*

*Participant authorizes that Data will be transferred to E\*Trade or such other stock plan service provider as may be selected by Workday in the future, which is assisting Workday with the implementation, administration and management of the Plan. Participant further authorizes that Workday, the Employer and any other Parent or Subsidiary will transfer Data among themselves as necessary for the purpose of the implementation, administration and management of Participant's participation in the Plan, and that Workday, the Employer and any other Parent or Subsidiary may each further transfer Data to third parties assisting Workday in the implementation, administration and management of the Plan, including any requisite transfer to a broker or another third party with whom Participant may elect to deposit any Shares acquired under the Plan. Participant authorizes that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative, whose email address is [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com). Participant authorizes Workday, E\*Trade and any other possible recipients which may assist Workday (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data to a third party with whom the Participant may elect to deposit any Shares acquired upon vesting of the Option.*

*Participant authorizes that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be affected; the only consequence of refusing or withdrawing Participant's consent is that Workday would not be able to grant Participant Options or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative at [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com).*

### Malaysian Translation

*Peserta dengan ini secara eksplisit dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi Peserta seperti yang diterangkan dalam Perjanjian dan sebarang bahan geran Option lain oleh dan di antara, seperti mana yang terpakai, Workday, Majikan dan mana-mana Syarikat Induk atau Anak-Anak Syarikatnya untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut.*

*Peserta memahami bahawa Workday, Majikan dan mana-mana Syarikat Induk atau Anak-Anak Syarikat mungkin memegang maklumat peribadi tertentu tentang Peserta, termasuk, tetapi tidak terhad kepada, nama Peserta, alamat rumah dan nombor telefon, alamat emel, tarikh lahir, insurans sosial, nombor passport atau nombor pengenalan lain (seperti, nombor pendaftaran penduduk tetap atau nombor kad pengenalan), gaji, kewarganegaraan, jawatan, apa-apa syer dalam saham atau jawatan sebagai pengarah yang dipegang di Workday, butir-butir semua Options atau apa-apa hak lain atas syer dalam saham yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun yang belum dijelaskan bagi faedah Peserta ("Data"), untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut. Sumber Data adalah daripada Majikan, dan juga maklumat yang Peserta berikan kepada Workday dan Majikan berhubung dengan Pelan tersebut dan Perjanjian ini.*

*Peserta memberi kuasa bahawa Data ini akan dipindahkan kepada E\*Trade atau pembekal perkhidmatan pelan saham yang ditetapkan oleh Workday pada masa depan yang membantu Workday dengan pelaksanaan, pentadbiran dan pengurusan Pelan tersebut. Peserta juga memberi kuasa bahawa Workday, Majikan dan Syarikat Induk atau Anak-Anak Syarikat lain akan memindahkan Data sesama mereka seperti diperlukan untuk tujuan melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut, dan Workday, Majikan dan Syarikat Induk atau Anak-Anak Syarikat yang lain masing-masing boleh memindahkan Data kepada pihak-pihak ketiga yang membantu Workday dalam pelaksanaan, pentadbiran dan pengurusan Pelan tersebut, termasuk pemindahan yang diperlukan kepada broker atau pihak ketiga yang lain yang mana Peserta boleh memilih untuk menandatangani Syer-Syer yang diperolehi daripada Pelan tersebut. Peserta mengakui bahawa penerima-penerima Data mungkin berada di Amerika Syarikat atau di tempat lain dan bahawa negara penerima-penerima mungkin mempunyai undang-undang privasi data dan perlindungan yang berbeza daripada negara Peserta. Peserta memahami bahawa sekiranya Peserta menetap di luar Amerika Syarikat, Peserta boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Peserta, [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com). Peserta memberi kuasa kepada Workday, E\*Trade dan mana-mana penerima-penerima lain yang mungkin membantu Workday (pada masa sekarang atau pada masa depan) untuk melaksanakan, mentadbir dan menguruskan Pelan bagi menerima, memiliki, menggunakan, menyimpan dan memindahkan Data, dalam bentuk elektronik atau lain-lain, semata-mata dengan tujuan untuk melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan tersebut, termasuk apa-apa pemindahan Data yang diperlukan kepada pihak ketiga yang lain dengan sesiapa yang Peserta pilih untuk deposit apa-apa Saham yang diperolehi selepas terletak hak Option.*

*Peserta memberi kuasa bahawa Data hanya akan disimpan untuk sepanjang tempoh yang diperlukan bagi melaksanakan, mentadbir, dan menguruskan penyertaan Peserta dalam Pelan tersebut. Peserta memahami bahawa sekiranya Peserta menetap di luar Amerika Syarikat, Peserta boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemprosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan terkandung di sini, dalam mana-mana kes, tanpa kos, dengan menghubungi secara bertulis wakil sumber manusia tempatan Peserta. Peserta selanjutnya memahami bahawa Peserta memberi persetujuan ini secara sukarela. Sekiranya Peserta tidak bersetuju, atau kemudian membatalkan persetujuannya, status pekerjaan atau perkhidmatan Peserta dengan Majikan tidak akan terjejas; satu-satunya akibat jika Peserta tidak bersetuju atau menarik balik persetujuan Peserta adalah bahawa Workday tidak akan dapat menganugerahkan kepada Peserta Options atau anugerah ekuiti lain atau mentadbir atau mengekalkan anugerah tersebut. Oleh itu, Peserta memahami bahawa keengganan atau penarikan balik persetujuan Peserta boleh menjejaskan keupayaannya untuk mengambil bahagian dalam Pelan tersebut. Untuk maklumat lanjut mengenai akibat keengganan Peserta untuk memberikan keizinan atau penarikan balik keizinan, Peserta memahami bahawa Peserta boleh menghubungi wakil sumber manusia tempatan Peserta, [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com).*

### **Notifications**

Director Notification Obligation. Directors of Workday’s Malaysian Subsidiary are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify such entity in writing within 14 business days of the acquisition or disposal of an interest (e.g., Options granted under the Plan or Shares) in Workday or any related company.

## **MEXICO**

### **Terms and Conditions**

Plan Document Acknowledgement. By accepting the Option, Participant acknowledges that he or she has received a copy of the Plan and the Option Agreement, which Participant has reviewed. Participant acknowledges further that he or she accepts all the provisions of the Plan and the Option Agreement. Participant also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in Section 9 (“Nature of Grant”) in the Option Agreement, which clearly provides as follows:

- (1) Participant’s participation in the Plan does not constitute an acquired right;
- (2) The Plan and Participant’s participation in the Plan are offered by Workday on a wholly discretionary basis;
- (3) Participant’s participation in the Plan is voluntary; and
- (4) Workday and its Subsidiaries are not responsible for any decrease in the value of any Shares acquired at vesting and exercise of the Option.

Labor Law Policy and Acknowledgment. By accepting the Option, Participant expressly recognizes that Workday, with registered offices at 6110 Stoneridge Mall Road, Pleasanton, California U.S.A., is solely responsible for the administration of the Plan, and that Participant’s participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and Workday since Participant is participating in the Plan on a wholly commercial basis and the Workday Mexico S. de R.L. de C.V. (“*Workday Mexico*”) is his or her sole employer. Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between Participant and Workday Mexico and do not form part of the employment conditions and/or benefits provided by Workday Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant’s employment.

Participant further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of Workday; therefore, Workday reserves the absolute right to amend and/or discontinue Participant's participation at any time without any liability to Participant.

Finally, Participant hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against Workday for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and Participant therefore grants a full and broad release to Workday, and its Subsidiaries, affiliates, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

### Spanish Translation

### Términos y Condiciones

Reconocimiento del Plan. Al aceptar la Opción, el Participante reconoce que ha recibido y revisado una copia del Plan y del Acuerdo. El Participante reconoce, además, que acepta todas las disposiciones del Plan y del Acuerdo. El Participante también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección 9 ("Naturaleza del Otorgamiento") del Acuerdo de Acciones Restringidas, que claramente dispone lo siguiente:

- (1) La participación del Participante en el Plan no constituye un derecho adquirido;
- (2) El Plan y la participación del Participante en el Plan se ofrecen por Workday en su discrecionalidad total;
- (3) La participación del Participante en el Plan es voluntaria; y
- (4) Workday y sus Subsidiarias no son responsables por ninguna disminución en el valor de las acciones adquiridas al conferir la Opción de Acciones Restringidas.

Política Laboral y Reconocimiento. Al aceptar la Opción de Acciones Restringidas, el Participante expresamente reconoce que Workday, con oficinas registradas en Workday, Inc., 6110 Stoneridge Mall Road, Pleasanton, California U.S.A., es la única responsable por la administración del Plan y que la participación del Participante en el Plan y la adquisición de Acciones no constituyen una relación de trabajo entre el Participante y Workday, ya que el Participante participa en el Plan en un marco totalmente comercial y Workday Mexico S. de R.L. de C.V. ("**Workday Mexico**") es su único patrón. Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Participante y el patrón, Workday Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Workday Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Participante.

Asimismo, el Participante reconoce que su participación en el Plan es resultado de una decisión unilateral y discrecional de Workday; por lo tanto, Workday se reserva el derecho absoluto de modificar y/o terminar la participación del Participante en cualquier momento y sin responsabilidad alguna hacia el Participante.

Finalmente, el Participante por este medio declara que no se reserva ningún derecho o acción que ejercitar en contra de Workday por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Participante exime amplia y completamente a Workday, y sus afiliadas, subsidiarias, sucursales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales de cualquier demanda que pudiera surgir.

### *Notifications*

**Securities Law Information.** The Option granted and any Shares acquired under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, this Option Agreement and any other document relating to the Option may not be publicly distributed in Mexico. These materials are addressed to Participant because of his or her existing relationship with Workday and/or any Parent or Subsidiary or Affiliate, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities, but rather constitutes a private placement of securities addressed specifically to individuals who are present Employees of the Employer made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

### **NETHERLANDS**

There are no country-specific provisions.

### **NEW ZEALAND**

#### *Notifications*

**Securities Law Information. WARNING:** Participant is being granted an Option which allows Participant to acquire Shares in accordance with the terms of this Option Agreement and the Plan. The Shares, if issued, will give Participant a stake in the ownership of Workday. Participant may receive a return if dividends are paid.

If Workday runs into financial difficulties and is wound up, Participant will be paid only after all other creditors (including holders of preference shares, if any) have been paid. Participant may lose some or all of Participant's investment, if any.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, Participant may not be given all the information usually required. Participant will also have fewer other legal protections for this investment.

The Shares are quoted on the Nasdaq Global Select Market ("*Nasdaq*"). This means that if Participant acquires Shares, Participant may be able to sell the Shares on the Nasdaq if there are interested buyers. Participant may get less than he or she invested. The price will depend on the demand for the Shares.

For a copy of Workday's most recent financial statements (and, where applicable, a copy of the auditor's report on those financial statements), as well as information on risk factors impacting Workday's business that may affect the value of the Shares, Participant should refer to the risk factors discussion in Workday's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at [www.sec.gov](http://www.sec.gov), as well as on Workday's website at <http://www.workday.com/en-us/company/investor-relations/sec-filings.html>.

Participant should ask questions, read all documents carefully, and seek independent financial advice before participating in the Plan.

## **NORWAY**

### ***Notifications***

Foreign Asset/Account Reporting Information. If Shares are acquired under the Plan, Participant may be subject to foreign asset reporting as part of the ordinary tax return. Norwegian banks, financial institutions, limited companies, etc. must report certain information to the Tax Administration. Such information may then be pre-populated in Participant's tax return. However, if Participant has traded, or own, financial instruments (e.g., Shares), Participant must enter this information in Form RF-1159, which is an appendix to the tax return.

## **POLAND**

### ***Notifications***

Exchange Control Information. Polish residents holding foreign securities (including Shares) and maintaining accounts abroad (including any brokerage account) must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (calculated individually or together with all other assets/liabilities held abroad) exceeds a specified threshold (currently PLN7,000,000). If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

In addition, any transfer of funds in excess of a specified threshold (currently €15,000, but if such transfer is connected with business activity of an entrepreneur, PLN15,000) must be effected through a bank account in Poland. Participant should maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

## **SINGAPORE**

### ***Notifications***

Securities Law Information. The grant of the Option under the Plan is being made pursuant to the "Qualifying Person" exemption under section 273(1)(i) of the Securities and Futures Act (Cap. 289, Rev Ed 2006) ("*SFA*"). The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore. The Option is subject to section 257 of the SFA and Participant should not make any subsequent sale of Shares in Singapore or any offer of such subsequent sale of Shares in Singapore, unless such sale or offer is made (a) more than six (6) months after the Date of Grant, (b) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA, or (c) pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA. Workday's common stock is currently traded on the Nasdaq Global Select Market in the U.S. under the ticker symbol "WDAY" and any Shares acquired pursuant to the Option may be sold on this exchange.

Director Notification Obligation. The directors (including associate directors and shadow directors) of a Singapore Parent, Subsidiary or Affiliate are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify such entity in writing within two business days of any of the following events: (a) the acquisition or disposal of an interest (e.g., options granted under the Plan or Shares) in Workday or any Parent, Subsidiary or Affiliate, (b) any change in previously-disclosed interests (e.g., sale of Shares), or (c) becoming a director, associate director or shadow director of a Parent, Subsidiary or Affiliate in Singapore, if the individual holds such an interest at that time. These notification requirements apply regardless of whether the directors are residents of or employed in Singapore.

## **SOUTH AFRICA**

### ***Terms and Conditions***

**Method of Payment.** The following provision supplements Section 5 of the Option Agreement:

Payment of the aggregate Exercise Price must be made in compliance with applicable exchange control laws.

Without limitation to the foregoing, to facilitate compliance with applicable exchange control laws in South Africa, Workday may require that payment of the aggregate Exercise Price be made by consideration received by Workday pursuant to a broker-assisted exercise or “same-day sale” or other form of cashless exercise program implemented by Workday in connection with the Plan.

**Responsibility for Taxes.** The following provision supplements Section 8 of the Option Agreement:

By accepting the Option, Participant agrees to immediately notify the Employer of the amount of any gain realized upon vesting or exercise of the Option. If Participant fails to advise the Employer of the gain realized upon vesting or exercise of the Option, then he or she may be liable for a fine. Participant will be solely responsible for paying the difference between the actual tax liability and the amount withheld by Workday or the Employer.

### ***Notifications***

**Securities Law Information.** In compliance with South African securities law, the documents listed below are available for Participant’s review on Workday’s website at <https://www.workday.com/en-us/company/investor-relations.html> and on Workday’s intranet, respectively:

1. Workday’s most recent annual financial statements; and
2. Workday’s most recent Plan prospectus.

A copy of the above documents will be sent to Participant free of charge on written request to Workday’s Global Stock Administration by logging a People Guide Request in Service Hub.

Participant should carefully read the materials provided before making a decision whether to participate in the Plan.

**Exchange Control Information.** Participant is solely responsible for complying with applicable South African exchange control regulations. As the exchange control regulations are subject to change, Participant should consult Participant’s legal advisor prior to the acquisition or sale of Shares acquired under the Plan to ensure compliance with current regulations.

## **SOUTH KOREA**

### ***Notifications***

**Foreign Asset/Account Reporting Information.** Korean residents must declare all foreign financial accounts (*i.e.*, non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year.



## SPAIN

### *Terms and Conditions*

Nature of Grant. This provision supplements Section 8 of the Option Agreement:

By accepting the Option, Participant consents to participating in the Plan and acknowledges that he or she has received a copy of the Plan.

Participant understands that Workday has unilaterally, gratuitously and discretionally decided to grant options under the Plan to individuals who may be Employees, Consultants, Directors or Non-Employee Directors of Workday or any Parent or Subsidiary throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind Workday or any Parent or Subsidiary. Consequently, Participant understands that this Option is granted on the assumption and condition that the Option and any Shares acquired at vesting or exercise of the Option are not part of any employment or service agreement (either with Workday or any Parent or Subsidiary) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever.

In addition, Participant understands that the Option would not be granted to Participant but for the assumptions and conditions referred to herein; thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to the Option shall be null and void.

Further, Participant acknowledges, understands and agrees that Participant will not be entitled to exercise or continue vesting in any Options once Participant's employment or service Terminates. This will be the case, for example, even in the event of a Termination of a Participant by reason of, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause or adjudged/recognized to be without good cause (*i.e.*, subject to a "*despido improcedente*"), individual or collective dismissal on objective grounds, whether adjudged and/or recognized to be with or without cause, material modification of the terms of employment or service under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

### *Notifications*

Securities Law Information. The Option does not qualify under Spanish law as securities. No "offer to the public," as defined under Spanish Law, has taken place or will take place in the Spanish territory. The Plan, this Option Agreement and any other Option grant documents have not been nor will they be registered with the *Comisión Nacional del Mercado de Valores* (Spanish Securities Exchange Commission), and do not constitute a public offering prospectus.

Exchange Control Information. Participant must declare the acquisition, ownership and sale of Shares to the *Spanish Dirección General de Comercio e Inversiones* (the "*DGCI*"), the Bureau for Commerce and Investments, which is a department of the Ministry of Industry, Trade and Tourism, for statistical purposes. Generally, the declaration must be filed in January for Shares owned as of December 31 of the prior year on a Form D-6; however, if the value of the Shares purchased under the Plan or sold exceeds €1,502,530, the declaration must be filed within one month of the acquisition or sale, as applicable.

Further, Participant is required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), any foreign instruments (*e.g.*, Shares) and any transactions with non-Spanish residents (including any payments of cash or Shares made to Participant by Workday or any U.S. brokerage account) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceeds €1,000,000.

**Foreign Asset/Account Reporting Information.** To the extent Participant holds assets (e.g., cash or Shares held in a bank or brokerage account) outside Spain with a value in excess of €50,000 per type of asset (e.g., cash or Shares) as of December 31 each year, Participant is required to report information on such rights and assets on his or her tax return for such year. After such rights or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. The reporting must be completed by March 31 following the end of the relevant tax year.

## **SWEDEN**

### ***Terms and Conditions***

**Authorization to Withhold.** This provision supplements Section 8 of the Option Agreement.

Without limiting Workday's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 8 of the Option Agreement, in accepting the grant of the Option, Participant authorizes Workday and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to Participant upon vesting/exercise to satisfy Tax-Related Items, regardless of whether Workday and/or the Employer have an obligation to withhold such Tax-Related Items.

## **SWITZERLAND**

### ***Notifications***

**Securities Law Information.** Neither this document nor any materials relating to the Shares (a) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("**FinSA**"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of Workday or one of its Parents, Subsidiaries or Affiliates, and (c) has been or will be filed with, approved or supervised by any Swiss reviewing body according to Article 51 of FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Supervisory Authority (FINMA)).

**Foreign Asset/Account Reporting Information.** Participant is required to declare all foreign bank and brokerage accounts in which cash or securities are held, including the accounts that were opened and/or closed during the tax year, as well as any other assets, on an annual basis on the tax return (*Wertschriftenverzeichnis*).

## **TAIWAN**

### ***Notifications***

**Securities Law Information.** The offer of participation in the Plan is available only to eligible Employees. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company. Therefore, it is exempt from registration in Taiwan.

**Exchange Control Information.** Taiwanese residents may acquire and remit foreign currency in relation to the Plan into Taiwan through an authorized foreign exchange bank in an amount of up to USD 5 million per year. If the transaction amount is TWD 500,000 or more in a single transaction, a foreign exchange transaction form and other supporting documentation may need to be submitted to the remitting bank.

## **THAILAND**

### ***Terms and Conditions***

**Method of Payment.** The following provision supplements Section 5 of the Option Agreement:

Payment of the aggregate Exercise Price must be made in compliance with applicable exchange control laws.

Without limitation to the foregoing, to facilitate compliance with applicable exchange control laws in Thailand, Workday may require that payment of the aggregate Exercise Price be made by consideration received by Workday pursuant to a broker-assisted exercise or “same-day sale” or other form of cashless exercise program implemented by Workday in connection with the Plan.

### ***Notifications***

**Exchange Control Information.** Unless Participant can rely on any applicable exemptions, he or she must repatriate any funds received from participating in the Plan (such as proceeds from the sale of Shares and cash dividends received in relation to the Shares) to Thailand immediately upon receipt if the amount of funds received in a single transaction is US\$1,000,000 or more. Participant must then either convert the funds to Thai Baht or deposit the funds in a foreign currency deposit account maintained by a bank in Thailand within 360 days of remitting the funds to Thailand. In addition, the details of the foreign currency transaction, including Participant’s identification information and the purpose of the transaction, must be provided to the authorized agent.

If Participant does not comply with this obligation, Participant may be subject to penalties assessed by the Bank of Thailand. Because exchange control regulations change frequently and without notice, Participant should consult a legal advisor before selling Shares to ensure compliance with current regulations. It is Participant’s responsibility to comply with exchange control laws in Thailand, and neither Workday nor the Employer will be liable for any fines or penalties resulting from Participant’s failure to comply with applicable laws.

## **UNITED KINGDOM**

### ***Terms and Conditions***

**Responsibility for Taxes.** This provision supplements Section 8 of the Option Agreement:

Without limitation to Section 8 of the Option Agreement, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by Workday or the Employer or by Her Majesty’s Revenue and Customs (“**HMRC**”) (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified Workday and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant’s behalf.

Notwithstanding the foregoing, if Participant is a director or executive officer of Workday (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that Participant is a director or executive officer and income tax is not collected from or paid by Participant within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions (“**NICs**”) may be payable. Participant understands that Participant will be responsible for reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying Workday or the Employer (as applicable) for the value of any employee NICs due on this additional benefit, which Workday or the Employer may obtain from Participant by any of the means referred to in the Plan or Section 8 of the Option Agreement.

**WORKDAY, INC. (“WORKDAY”)  
AMENDED AND RESTATED 2012 EMPLOYEE STOCK PURCHASE PLAN (“ESPP”)**

**ENROLLMENT/CHANGE FORM**

(Capitalized terms not defined in this form will have the meaning set forth in the ESPP.)

<p>SECTION 1: <b>ENROLL</b></p>	<p>I hereby elect to participate in the ESPP, effective at the beginning of the next Offering Period. I elect to purchase shares of the Common Stock of Workday subject to the terms and conditions of the ESPP and this Enrollment/Change Form, including any applicable provisions in the Appendices attached hereto (together, the “Enrollment/Change Form”). I understand that shares of Common Stock purchased on my behalf will be issued in street name and deposited directly into my brokerage account with E*TRADE Securities LLC or its affiliates (“E*TRADE”). I hereby agree to take all steps, and agree to and submit all forms, required to establish an account with E*TRADE for this purpose. I understand that if I am a U.S. taxpayer, I must notify Workday of any disposition of shares of Common Stock purchased under the ESPP.</p> <p>My participation will continue as long as I remain eligible, unless I withdraw from the ESPP by filing a new Enrollment/Change Form with Workday prior to the last 15 days of an Offering Period. I acknowledge that I may freely withdraw from participation in the ESPP and receive a full refund of all voluntary contributions I have made under the ESPP provided that I withdraw prior to the last 15 days of an Offering Period.</p>
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SECTION 2:

**ELECT CONTRIBUTION  
PERCENTAGE**

I acknowledge that the ESPP is a voluntary plan and any payroll deduction election by me is made on an entirely voluntary basis. I hereby authorize Workday or, if different, my employer (the "Employer") to withhold from each of my paychecks \_\_\_% of my Compensation (as defined in the ESPP) paid during such Offering Period as long as I continue to participate in the ESPP or otherwise instruct Workday by filing a subsequent Enrollment/Change Form. If payroll deductions are not available in my country, then I represent I will be making my contribution in the manner designated by Workday. That amount will be applied to the purchase of shares of Workday's Common Stock pursuant to the ESPP. Furthermore, I acknowledge that applicable law (including, but not limited to, minimum salary and minimum subsistence level requirements) may limit the percentage of payroll deductions I am able to contribute to the ESPP, and Workday will lower my elected percentage of contribution if such election results in an amount of overall deductions from payroll that is greater than the amount permitted under applicable law, as determined by Workday in its sole discretion. If I am paid in a currency other than U.S. dollars, my contributions will be converted into U.S. dollars prior to the purchase of the Common Stock. **The percentage must be a whole number (from 1%, up to a maximum of 15%).**

Upon request of Workday or my Employer, I agree to execute a power of attorney and any other agreement or consent that may be required to authorize payroll deductions in accordance with applicable law and/or enable the Employer, any other Subsidiary, or any third party designated by the Employer or Workday to remit accumulated payroll deductions from my country to the U.S. for the purchase of shares of Common Stock. I understand that if I fail to execute a power of attorney or any other form of agreement or consent that is required for the authorization of payroll deductions or remittance of my payroll deductions, I will not be able to participate in the ESPP.

SECTION 3:

**RESPONSIBILITY FOR TAXES**

I acknowledge that, regardless of any action taken by Workday or the Employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to my participation in the ESPP and legally applicable to me ("Tax-Related Items") is and remains my responsibility and may exceed the amount, if any, actually withheld by Workday or the Employer. I further acknowledge that Workday and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the ESPP, including, but not limited to, the grant of options, the purchase of shares of Common Stock, the issuance of Common Stock purchased, the sale of shares of Common Stock purchased under the ESPP or the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant of options or any aspect of the ESPP to reduce or eliminate my liability for Tax-Related Items or achieve any particular tax result. Further, if I am subject to Tax-Related Items in more than one jurisdiction, I acknowledge that Workday and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the purchase of shares of Common Stock under the ESPP, I agree to make adequate arrangements satisfactory to Workday and/or the Employer to satisfy all Tax-Related Items. In this regard, I authorize Workday and/or the Employer to satisfy the obligations with regard to all Tax-Related Items, if any, by withholding from my wages or other cash compensation payable to me by Workday and/or the Employer. If the obligations for Tax-Related Items cannot be satisfied by withholding from my wages or other cash compensation as contemplated herein, then I authorize Workday and/or the Employer or their respective agents to satisfy the obligations with regard to all Tax-Related Items by withholding from proceeds of the sale of shares of Common Stock acquired upon exercise of the option, either through a voluntary sale or through a mandatory sale arranged by Workday (on my behalf pursuant to this authorization without further consent). Workday may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates in my jurisdiction(s), including maximum rates applicable in my jurisdiction(s), in which case I may receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent.

Finally, I agree to pay to Workday or the Employer any amount of Tax-Related Items that Workday or the Employer may be required to withhold or account for as a result of my participation in the ESPP that cannot be satisfied by the means previously described. Workday may refuse to purchase or deliver the shares or the proceeds of the sale of shares of Common Stock, if I fail to comply with my obligations in connection with the Tax-Related Items.

<p>SECTION 4: <b>NATURE OF GRANT</b></p>	<p>By enrolling and participating in the ESPP, I acknowledge, understand and agree that:</p> <p>(a) the ESPP is established voluntarily by Workday and it is discretionary in nature; (b) the grant of the option is exceptional, voluntary and does not create any contractual or other right to receive future options to purchase shares of Common Stock, or benefits in lieu of options, even if options have been granted in the past; (c) all decisions with respect to future options or other grants, if any, will be at the sole discretion of Workday; (d) the grant of the option and my participation in the ESPP will not create a right to employment or be interpreted as forming or amending an employment or service contract with Workday, the Employer or any Subsidiary and will not interfere with the ability of Workday, the Employer or any Subsidiary to terminate my employment or service relationship (if any); (e) I am voluntarily participating in the ESPP; (f) the ESPP and the shares of Common Stock purchased under the ESPP, and the income and value of same, are not intended to replace any pension rights or compensation; (g) the ESPP and the shares of Common Stock subject to the ESPP and the income from and value of same, are not part of normal or expected compensation for any purpose including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar mandatory payments; (h) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty and the value of the shares of Common Stock purchased under the ESPP may increase or decrease in the future, even below the purchase price; (i) no claim or entitlement to compensation or damages will arise as a result of my withdrawal from the ESPP or the forfeiture of the option under the ESPP due to (A) the application of any compensation recovery or clawback policy adopted by Workday or otherwise required by law, or (B) my ceasing to provide services to Workday or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or providing services or the terms of my employment or service agreement, if any); (j) Workday will have sole discretion to determine whether I have ceased to provide services for purposes of the ESPP and the effective date on which I ceased to provide services (the "Termination Date"), as provided in the ESPP; for purposes of the ESPP, the Termination Date will be the date I cease to provide services to Workday or a Participating Corporation and, unless explicitly required by applicable legislation or determined by Workday, my period of service for purposes of the ESPP will not be extended by any notice period or garden leave mandated under employment laws in the jurisdiction where I am employed or the terms of my employment or service agreement (if any); (k) unless otherwise provided in the ESPP or by Workday in its discretion, the option to purchase shares of Common Stock and the benefits evidenced by this Agreement do not create any entitlement to have the ESPP or any such benefits granted thereunder, transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of Workday; (l) unless otherwise agreed with Workday, the ESPP and the underlying shares of Common Stock, and the income from and value of same, are not granted as consideration for, or in connection with, the service I may provide as a director of a Subsidiary; and (m) neither Workday, the Employer nor any Subsidiary, will be liable for any foreign exchange rate fluctuation between my local currency and the U.S. dollar that may affect the value of the shares of Common Stock or any amounts due pursuant to the purchase of the shares or the subsequent sale of any shares of Common Stock purchased under the ESPP.</p>
<p>SECTION 5: <b>NO ADVICE REGARDING GRANT</b></p>	<p>Workday is not providing any tax, legal or financial advice, nor is Workday making any recommendations regarding my participation in the ESPP, or my acquisition or sale of the underlying shares of Common Stock. I am hereby advised to consult with my own personal tax, legal and financial advisors regarding my participation in the ESPP before taking any action related to the ESPP.</p>

<p>SECTION 6: <b>COMPLIANCE WITH LAW</b></p>	<p>Notwithstanding any other provision of the ESPP or this Enrollment/Change Form, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, Workday will not be required to deliver any shares issuable upon purchase of shares under the ESPP prior to the completion of any registration or qualification of the shares under any U.S. and non U.S. local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval Workday will, in its absolute discretion, deem necessary or advisable. I understand that Workday is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, I agree that Workday will have unilateral authority to amend the ESPP and this Enrollment/Change Form without my consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.</p>
<p>SECTION 7: <b>LANGUAGE</b></p>	<p>I acknowledge and represent that I am proficient in the English language or that I have consulted with an advisor who is sufficiently proficient in English, as to allow me to understand the terms of this Enrollment/Change Form, including the Appendix and any other documents related to the ESPP. If I have received this Enrollment/Change Form or any other document related to the ESPP translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.</p>
<p>SECTION 8: <b>ELECTRONIC DELIVERY AND PARTICIPATION.</b></p>	<p>Workday may, in its sole discretion, decide to deliver any documents related to current or future participation in the ESPP by electronic means. I hereby consent to receive such documents by electronic delivery and agree to participate in the ESPP through an online or electronic system established and maintained by Workday or a third party designated by Workday.</p>
<p>SECTION 9: <b>SEVERABILITY</b></p>	<p>The provisions of this Enrollment/Change Form 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 will nevertheless be binding and enforceable.</p>
<p>SECTION 10: <b>JURISDICTION-- SPECIFIC PROVISIONS</b></p>	<p>Notwithstanding any provisions in this Enrollment/Change Form, my participation in the ESPP will be subject to any special terms and conditions set forth in any Appendices to this Enrollment/Change Form for my jurisdiction. Moreover, if I relocate to one of the jurisdiction included in the Appendices, the special terms and conditions for such jurisdiction will apply to me, to the extent Workday determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendices constitute part of this Enrollment/Change Form.</p>



<p>SECTION 11:</p> <p><b>INSIDER TRADING/MARKET ABUSE LAWS</b></p>	<p>I may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including but not limited to, the United States and, if different, my country of residence, which may affect my ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (e.g., the option) or rights linked to the value of shares of Common Stock under the ESPP during such times as I am considered to have “inside information” regarding Workday (as defined by the laws in the applicable jurisdictions). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Workday insider trading policy. Neither Workday nor any Subsidiary will be responsible for such restrictions or liable for the failure on my part to know and abide by such restrictions. I should consult with my own personal legal advisers to ensure compliance with local laws.</p>
<p>SECTION 12:</p> <p><b>FOREIGN ASSET/ACCOUNT REPORTING REQUIREMENTS AND EXCHANGE CONTROLS</b></p>	<p>I acknowledge that my country may have certain foreign asset and/or foreign account reporting requirements and exchange controls which may affect my ability to acquire or hold shares of Common Stock purchased under the ESPP or cash received from participating in the ESPP (including from any dividends paid on or sales proceeds arising from the sale of shares of Common Stock acquired under the ESPP) in a brokerage or bank account outside of my country. I may be required to report such accounts, assets or transactions to the tax or other authorities in my country. I also may be required to repatriate sale proceeds or other funds received as a result of my participation in the ESPP to my country through a designated bank or broker within a certain time after receipt. I acknowledge that it is my responsibility to comply with such regulations, and I should consult a personal legal advisor for any details.</p>
<p>SECTION 13:</p> <p><b>IMPOSITION OF OTHER REQUIREMENTS</b></p>	<p>Workday, at its option, may elect to terminate, suspend or modify the terms of the ESPP at any time, to the extent permitted by the ESPP. I agree to be bound by such termination, suspension or modification regardless of whether notice is given to me of such event, subject in any case to my right to timely withdraw from the ESPP in accordance with the ESPP withdrawal procedures then in effect. In addition, Workday reserves the right to impose other requirements on my participation in the ESPP, on any shares of Common Stock purchased under the ESPP, to the extent Workday determines it is necessary or advisable for legal or administrative reasons, and to require me to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.</p>

<p>SECTION 14: <b>GOVERNING LAW AND VENUE</b></p>	<p>The interpretation, performance and enforcement of this Enrollment/Change Form will be governed by the laws of the State of Delaware without resort to that State's conflict-of-laws rules.</p> <p>Any and all disputes relating to, concerning or arising from this Enrollment/Change Form, or relating to, concerning or arising from the relationship between the parties evidenced by the ESPP or this Enrollment/Change Form, will be brought and heard exclusively in the United States District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.</p>
<p>SECTION 15: <b>WAIVER</b></p>	<p>I acknowledge that a waiver by Workday of breach of any provision of this Enrollment/Change Form will not operate or be construed as a waiver of any other provision of this Enrollment/Change Form or of any subsequent breach by me or any other Participant.</p>
<p>SECTION 16: <b>ACKNOWLEDGMENT AND SIGNATURE</b></p>	<p>I UNDERSTAND THAT THIS ENROLLMENT/CHANGE FORM WILL REMAIN IN EFFECT THROUGHOUT SUCCESSIVE OFFERING PERIODS UNLESS TERMINATED BY ME OR I BECOME INELIGIBLE TO PARTICIPATE IN THE ESPP.</p> <p>I ACKNOWLEDGE THAT I HAVE ACCESS TO A COPY OF THE ESPP AND OF THE PROSPECTUS (WHICH SUMMARIZES THE MAJOR FEATURES OF THE ESPP). I HAVE READ THE ESPP AND THE PROSPECTUS AND MY SIGNATURE BELOW (OR MY CLICKING ON THE ACCEPT BOX IF THIS IS AN ELECTRONIC FORM) INDICATES THAT I HEREBY AGREE TO BE BOUND BY THE TERMS OF THE ESPP AND THIS ENROLLMENT/CHANGE FORM, INCLUDING THE APPENDICES.</p> <p>FURTHER, I UNDERSTAND THAT, AT ITS DISCRETION AND TO THE EXTENT PERMITTED BY THE ESPP, WORKDAY MAY AMEND THE ESPP AND/OR THIS ENROLLMENT/CHANGE FORM, AND BY CONTINUING TO PARTICIPATE IN THE ESPP, AND WITHOUT THE NEED TO PROVIDE AFFIRMATIVE CONSENT, I AGREE TO THE TERMS AND CONDITIONS OF THE AMENDED ESPP AND/OR ENROLLMENT/CHANGE FORM.</p> <p>Signature: _____ Date: _____</p>

APPENDIX A

WORKDAY, INC. 2012 EMPLOYEE STOCK PURCHASE PLAN

ENROLLMENT/CHANGE FORM

DATA PRIVACY PROVISIONS FOR EMPLOYEES OUTSIDE THE U.S.

PART 1 - EUROPEAN UNION, EUROPEAN ECONOMIC AREA, SWITZERLAND AND UNITED KINGDOM

**DATA PRIVACY NOTICE.**

(a) **Data Collection and Usage.** *Workday and any Participating Corporation, including the Employer, may control, collect, process and use certain information, including, but not limited to, my name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any shares or directorships held in Workday, details of all options to purchase shares of Common Stock or any other entitlement to shares of Common Stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in my favor, for the purposes of implementing, administering and managing the ESPP. Processing of personal data for ESPP purposes will be necessary for the performance of the Enrollment / Change Form or in the legitimate interests of Workday, any Participating Corporation, including the Employer, or a third party which are not overridden by my privacy rights, interests or freedoms on balance.*

(b) **Stock Plan Administration Service Providers.** *Workday transfers relevant ESPP information, including my personal data to E\*Trade Financial Corporate Services, Inc. and E\*Trade Securities LLC (collectively, "E\*Trade"), an independent service provider based in the United States, which is assisting Workday with the implementation, administration and management of the ESPP. Workday may select a different service provider or additional service providers and share information including personal data with such other provider(s) serving in a similar manner. I may be asked to agree on separate terms or acknowledge data processing practices with the service provider, with such agreement or practice being a condition to the ability to participate in the ESPP.*

(c) **International Data Transfers.** *Workday, E\*Trade and relevant service providers are based in the United States. Personal data will be processed in the United States and other international locations in connection with global operations from time to time. My jurisdiction may have different data privacy laws. To protect data privacy rights, Workday maintains a program to implement international data transfer safeguards, this may include entering approved standard contractual clauses with data importers where required by my local jurisdiction laws.*

(d) **Data Retention.** *Personal data will be processed only as long as is necessary to implement, administer and manage my participation in the ESPP, or as required to comply with legal or regulatory obligations, including under tax securities, exchange control and labor laws. This period may extend beyond when my employment or service terminates. When Workday no longer needs personal data, Workday will remove it from its systems to the fullest extent reasonably practicable. If Workday keeps personal data longer, it would be to satisfy legal or regulatory obligations and Workday's legal basis, where required, would include the relevant laws or regulations.*

(e) **Data Subject Rights.** *I may have a number of rights under data privacy laws in my jurisdiction. Depending on where I am based and relevant data privacy laws regulating the processing activity, such rights may include the right to (i) request access or copies of personal data Workday processes, including a summary of processing activities and recipient categories, (ii) rectification, (iii) deletion or erasure, (iv) restrictions on processing, (v) portability and/or (vi) lodge complaints with competent authorities in my jurisdiction. To receive clarification regarding this data privacy notice, these rights or to exercise applicable rights in relation to the personal data processed by Workday, I can make an electronic request via Workday's Privacy Portal or write to the office address specified in Workday's Employment Privacy Statement.*

(f) Workday's Employment Privacy Statement. Further information on Workday's data privacy practices can be found within Workday's Employment Privacy Statement which supplements this data privacy notice.

## **PART 2 - COUNTRIES OUTSIDE THE EUROPEAN UNION, EUROPEAN ECONOMIC AREA, SWITZERLAND AND UNITED KINGDOM**

### **DATA PRIVACY NOTICE AND CONSENT.**

(a) Data Collection and Usage. Workday and any Participating Corporation, including the Employer, may collect, process and use certain personal information about me, including, but not limited to, my name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any shares or directorships held in Workday, details of all options to purchase shares of Common Stock or any other entitlement to shares of Common Stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in my favor ("Data"), for the purposes of implementing, administering and managing the ESPP. The legal basis, where required, for the processing of Data is my consent.

(b) Stock Plan Administration Service Providers. Workday transfers Data to E\*Trade Financial Corporate Services, Inc. and E\*Trade Securities LLC (collectively, "E\*Trade"), an independent service provider based in the United States, which is assisting Workday with the implementation, administration and management of the ESPP. Workday may select a different service provider or additional service providers and share Data with such other provider(s) serving in a similar manner. I may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the ESPP.

(c) International Data Transfers. Workday and its service providers are based in the United States. My country or jurisdiction may have different data privacy laws and protections than the United States. Workday's legal basis, where required, for the transfer of Data is my consent.

(d) Data Retention. Workday will hold and use Data only as long as is necessary to implement, administer and manage my participation in the ESPP, or as required to comply with legal or regulatory obligations, including under tax securities, exchange control and labor laws. This period may extend beyond when my employment or service terminates. When Workday no longer needs the Data, Workday will remove it from its systems to the fullest extent reasonably practicable. If Workday keeps Data longer, it would be to satisfy legal or regulatory obligations and Workday's legal basis, where required, would be the relevant laws or regulations.

(e) Voluntariness and Consequences of Consent Denial or Withdrawal. Participation in the ESPP is voluntary and I am providing the consents herein on a purely voluntary basis. If I do not consent, or if I later seek to revoke my consent, my salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing my consent is that Workday would not be able to offer options to purchase shares of Common Stock under the ESPP or other equity awards to me or administer or maintain such awards.

(f) Data Subject Rights. I may have a number of rights under data privacy laws in my jurisdiction. Depending on where I am based, such rights may include the right to (i) request access or copies of Data Workday processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrictions on processing of Data, (v) portability of Data, (vi) lodge complaints with competent authorities in my jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding this data privacy notice, these rights or to exercise applicable rights in relation to the personal data processed by Workday, I can make an electronic request via Workday's Privacy Portal or write to the office address specified in Workday's Employment Privacy Statement.

(g) Workday's Employment Privacy Statement. Further information on Workday's data privacy practices can be found within Workday's Employment Privacy Statement which supplements this data privacy notice.

*By enrolling and participating in the ESPP, I am declaring that I agree with the data processing practices described herein and consent to the collection, processing and use of Data by Workday and the transfer of Data to the recipients mentioned above, including recipients located in countries which may not provide the same level of protection as my country from a data protection perspective, for the purposes described above.*

## APPENDIX B

### WORKDAY, INC. AMENDED AND RESTATED 2012 EMPLOYEE STOCK PURCHASE PLAN

#### ENROLLMENT/CHANGE FORM

#### JURISDICTION-SPECIFIC PROVISIONS FOR EMPLOYEES OUTSIDE THE U.S.

##### *Terms and Conditions*

I understand that this Appendix B includes additional terms and conditions that govern my participation in the ESPP if I reside and/or work in one of the jurisdictions below. This Appendix B forms part of the Enrollment/Change Form. Any capitalized term used in this Appendix B without definition will have the meaning ascribed to it in the Enrollment/Change Form or the ESPP, as applicable.

I further understand that if I am a citizen or resident of a jurisdiction other than the one in which I am currently residing and/or working, I transfer residence or employment to another jurisdiction after enrolling in the ESPP, or I am considered resident of another jurisdiction for local law purposes, Workday will, in its sole discretion, determine to what extent the additional terms and conditions included herein will apply to me under these circumstances.

##### *Notifications*

I further understand that this Appendix B also includes information relating to exchange control and other issues of which I should be aware with respect to my participation in the ESPP. The information is based on the securities, exchange control and other laws in effect in the respective jurisdictions as of April 2023. Such laws are often complex and change frequently. As a result, I understand that I should not rely on the information herein as the only source of information relating to the consequences of my participation in the ESPP because the information may be out of date at the time that I purchase shares of Common Stock or sell shares of Common Stock purchased under the ESPP.

In addition, the information herein is general in nature and may not apply to my particular situation, and Workday is not in a position to assure me of any particular result. Accordingly, I should seek appropriate professional advice as to how the relevant laws in my jurisdiction may apply to my situation.

Finally, I understand that if I am a citizen or resident of a jurisdiction other than the one in which I am currently residing and/or working, I transfer residence or employment to another jurisdiction after enrolling in the ESPP, or I am considered resident of another jurisdiction for local law purposes, the information contained herein may not apply to me in the same manner.

#### AUSTRALIA

##### *Terms and Conditions*

Securities Law Information. The offer of the ESPP is intended to comply with Part 7.12, Division 1A of the Australian Corporations Act 2001. Additional details are set forth in the Offer Document for the Offer to Purchase Shares of Common Stock to Australian Resident Employees (the "Offer Document"), which is being provided to me together with this Enrollment/Change Form and the Plan. For purposes of Division 1A, the Offer Document constitutes an "Employee Share Scheme offer document."

Tax Information. The ESPP is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

## AUSTRIA

### ***Terms and Conditions***

**Interest Waiver.** By electing to participate in the ESPP, I unambiguously consent to waive my right to any interest arising in relation to the payroll deductions taken from my Compensation in connection with my participation in the ESPP.

### ***Notifications***

**Securities Law Information.** Workday has prepared and made available an Information Document in reliance on an exemption from prospectus requirements that may otherwise apply to the offer of the ESPP in Austria. The Information Document is available at <https://workspace.workdayinternal.com/home/quick-resources/stock-equity/espp-questions-and-answers/employees-understanding-your-equity>.

**Exchange Control Information.** If I hold securities (including shares of Common Stock acquired under the ESPP) or cash (including proceeds from the sale of shares of Common Stock) outside of Austria, I will be required to report certain information to the Austrian National Bank on an annual basis if the value of the shares as of December 31 meets or exceeds €5,000,000. The deadline for filing the annual report is January 31 of the following year.

In addition, when the shares of Common Stock are sold or a dividend is received, I may be required to comply with certain exchange control obligations if the cash proceeds from the sale are held outside Austria. If the transaction volume of all accounts abroad meets or exceeds €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

## BELGIUM

### ***Notifications***

**Foreign Asset/Account Reporting Information.** Belgian residents are required to report any securities (*e.g.*, shares of Common Stock acquired under the ESPP) or bank account (including brokerage accounts) established outside of Belgium via the annual tax return. In addition, Belgian residents are required to complete a separate report providing the Central Contact Point of the National Bank of Belgium with details regarding any such account, including the account number, the name of the bank in which such account is held and the country in which such account is located. The forms to complete this report are available on the website of the National Bank of Belgium, [www.nbb.be](http://www.nbb.be).

## CANADA

### ***Terms and Conditions***

**Nature of Grant.** The following provision replaces Section 4(j) of the Enrollment/Change Form:

Workday (or, if required under applicable law or the ESPP, the Committee) will have sole discretion to determine whether I have ceased to provide services for purposes of the ESPP and the effective date on which I ceased to provide services (the "Termination Date"), as provided in the ESPP; for purposes of the ESPP, the Termination Date will be the date I am no longer actually providing services to Workday or a Participating Corporation; unless explicitly required by applicable legislation or determined by Workday (or, if required under applicable law or the ESPP, the Committee), my period of service for purposes of the ESPP will exclude and will not be extended by any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise; I will not earn or be entitled to a pro-rata purchase for that portion of time before the date on which my participation terminates nor will I be entitled to any compensation for the lost ability to purchase shares of Common Stock; notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued participation in the ESPP during a statutory notice period, I acknowledge that my right to participate in the ESPP, if any, will terminate effective as of the last day of my minimum statutory notice period, but I will not earn or be entitled to a pro-rata purchase if the Purchase Date falls after the end of my statutory notice period, nor will I will be entitled to any compensation for the lost ability to purchase shares of Common Stock.

***The following provisions apply to Participants in Quebec:***

**Data Privacy.** The following provision supplements Part 2 of Appendix A:

I hereby authorize Workday and Workday's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved with the administration of the ESPP for purposes that relate to the administration of the ESPP. I further authorize Workday, the Employer and/or any Subsidiary to disclose and discuss such information with their advisors. I acknowledge and agree that my personal information, including any sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the United States. I also authorize Workday, the Employer and/or any Subsidiary to record such information and to keep such information in my employment file. If applicable, I also acknowledge and authorize Workday, the Employer and/or any Subsidiary involved in the administration of the ESPP to use technology for profiling purposes and to make automated decisions that may have an impact on me or the administration of the ESPP.

**French Language Documents.** A French translation of certain documents related to the ESPP will be made available to me as soon as reasonably practicable. Notwithstanding the provisions of Section 7 of the Enrollment/Change Form, to the extent required by applicable law and unless I indicate otherwise, the French translation of such documents will govern my participation in the ESPP.

***Documents en Langue Française.*** Une traduction française de certains documents relatifs au Régime ("ESPP") sera mise à ma disposition dès que cela sera raisonnablement possible. Nonobstant les dispositions de l'article 7 du Formulaire d'Inscription / Modification, dans la mesure où la loi applicable l'exige et sauf indication contraire de ma part, la traduction française de ces documents régira ma participation au Régime.

### ***Notifications***

**Securities Law Information.** I understand I am permitted to sell shares of Common Stock acquired through the ESPP through the designated broker appointed under the ESPP, if any, provided the resale of shares of Common Stock acquired under the ESPP takes place outside of Canada through the facilities of a stock exchange on which the shares of Common Stock are listed. The shares of Common Stock are currently listed on the Nasdaq Global Select Market.



Foreign Asset/Account Reporting Information. I understand that I may be required to report any foreign specified property (including shares of Common Stock and rights to receive shares of Common Stock such as options under the ESPP) on Form T1135 (Foreign Income Verification Statement) if the total cost of my foreign specified property exceeds C\$100,000 at any time in the year. The options must be reported – generally at a nil cost – if the C\$100,000 cost threshold is exceeded because of other foreign specified property I own. If shares of Common Stock are acquired, their cost generally is the adjusted cost base (“ACB”) of the shares. The ACB would normally equal the fair market value of the shares of Common Stock at purchase, but I own other shares of Common Stock, this ACB may have to be averaged with the ACB of the other shares. If due, the Form T1135 must be filed by April 30 of the following year. *I understand that I should consult my personal tax advisor to ensure my compliance with applicable reporting obligations.*

## CHINA

### ***Terms and Conditions***

*The following provisions apply to Participants subject to exchange control restrictions in the People’s Republic of China (“China”), as determined by Workday in its sole discretion.*

Contribution and Purchase Conditions. This section supplements Sections 1 and 2 of the Enrollment/Change Form:

Workday is under no obligation to remit my ESPP contributions out of China and/or purchase shares of Common Stock on my behalf pursuant to Sections 1 and 2 of the Enrollment/Change Form, unless and until Workday’s registration application is approved by the Chinese State Administration of Foreign Exchange (“SAFE”). Further, at Workday’s discretion, the option will not be exercised and shares of Common Stock will not be purchased on my behalf if, on the Purchase Date (or on such other date prior to the Purchase Date as determined by Workday in its sole discretion), the SAFE registration has become invalid or ceased to be effective for any reason. Further, the option will not be exercised and shares of Common Stock will not be purchased on my behalf unless and until Workday determines that such exercise and issuance of shares of Common Stock complies with all relevant laws and regulations.

Required Sale of Shares. To facilitate compliance with exchange control laws in China, Workday may require that any shares of Common Stock acquired under the ESPP be immediately sold. Workday is authorized to instruct E\*Trade or such other broker as may be selected by Workday to assist with the mandatory sale of such shares of Common Stock (on my behalf pursuant to this authorization), and I expressly authorize such broker to complete the sale of such shares of Common Stock. In this regard, I agree to sign any agreements, forms and/or consents that may be reasonably requested by Workday (or Workday’s designated broker) to effectuate the sale of the shares of Common Stock (including, without limitation, with respect to the transfers of the proceeds and other exchange control matters noted below) and otherwise cooperate with Workday on such matters, provided that I will not be permitted to exercise any influence over how, when or whether the sales occur. I acknowledge that E\*Trade or such other designated broker as may be selected by Workday is under no obligation to arrange for the sale of the shares of Common Stock at any particular price.

Alternatively, if Workday, in its discretion, does not exercise its right to require the immediate sale of shares of Common Stock purchased under the ESPP, as described in the preceding paragraph, any shares of Common Stock I acquire under the ESPP must be sold no later than six months from the date my employment terminates (and measured as described in Section 4(j) of the Enrollment/Change Form) or within any other such time frame as may be permitted by Workday or required by SAFE. Any shares of Common Stock acquired by me under the ESPP that have not been sold within six months of the date I am no longer employed or providing services for Workday or a Subsidiary shall be automatically sold by E\*Trade or such other broker as may be selected by Workday pursuant to this authorization and subject to the terms of the preceding paragraph. Upon the sale of the shares of Common Stock, Workday agrees to pay the cash proceeds from the sale (less any applicable Tax-Related Items, brokerage fees and commissions) to me in accordance with applicable exchange control laws and regulations including, but not limited to, the restrictions set forth under the “Exchange Control Restrictions” section immediately below.

Exchange Control Requirements. Any shares of Common Stock that I acquire under the ESPP (less amounts required to be withheld to satisfy Tax-Related Items) will be credited to my account with E\*Trade or such other broker as may be selected by Workday. I understand that these shares of Common Stock must remain in such account until I decide or am required to sell them. I understand and agree that, due to exchange control laws in China, I will be required to immediately repatriate to China any funds received from participating in the ESPP (including cash proceeds from the sale of shares of Common Stock or any dividends paid on such shares). I further understand that, under exchange control laws in China, such repatriation of the funds will need to be affected through a special exchange control account established by Workday, the Employer or another Subsidiary, and I hereby consent and agree that the funds will be transferred to such special account prior to being delivered to me. I also understand that Workday will deliver the funds to me as soon as possible, but there may be delays in distributing the funds to me due to exchange control requirements in China. The funds may be paid in U.S. dollars or local currency, at Workday's discretion. If the funds are paid in U.S. dollars, I understand that I may be required to open a U.S. dollar bank account in China into which the funds can be deposited. If the funds are converted to local currency, I acknowledge that Workday is under no obligation to secure any particular currency conversion rate, and that it may face delays in converting the funds to local currency. I will bear the risk of any currency conversion rate fluctuation between the date that the shares of Common Stock are sold (or any other funds are received) and the date of conversion of the funds to local currency. I must comply with any other requirements imposed by Workday in the future in order to facilitate compliance to the exchange control requirements in China.

## COSTA RICA

### *Terms and Conditions*

Authorization for Payroll Deductions. By electing to participate in the ESPP, I hereby expressly acknowledge that my authorization to the Employer to withhold a percentage of my Compensation, as specified in this Enrollment/Change Form, was given voluntarily for purposes of my participation in the ESPP.

## CZECH REPUBLIC

### *Terms and Conditions*

Authorization for Payroll Deductions. As a condition of my participation in the ESPP, I will be required to execute an Agreement on Wage Deductions, which will be provided to me separately. I understand that I must print out the form, sign and date the agreement in the applicable places, and return a copy to **Stock Administration, Workday, Inc., 175 East 400 South, Suite 200, Salt Lake City, UT 84111**. Further, I agree to execute other agreements or consents that may be required by Workday or the Employer with respect to payroll deductions under the ESPP. I understand that if I fail to execute the Agreement on Wage Deductions or any other form of agreement or consent that is required with respect to payroll deductions under the ESPP, I may not be able to participate in the ESPP.

### *Notifications*

Exchange Control Information. Upon request of the Czech National Bank ("CNB"), Czech nationals may be required to file a report in connection with participation in the ESPP and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, Czech nationals should consult with their personal advisor before purchasing shares of Common Stock and before opening any foreign accounts in connection with the ESPP to ensure compliance with current regulations.

## DENMARK

### ***Terms and Conditions***

**Danish Stock Option Act.** I acknowledge that I have received a copy of the Employer Statement and Danish translation thereof, which are being provided to comply with the Danish Stock Option Act (the “Act”), and which set forth additional information about my participation in the ESPP.

I understand that the Act only applies to “employees” as that term is defined in Section 2 of the Act. If I am a member of the registered management of a Subsidiary in Denmark or otherwise do not satisfy the definition of employee, I am not subject to the Act and the Employer Statement will not apply to me.

Further, the Act has been revised with effect from 1 January 2019. As a result of the amendments, the termination provision under the ESPP will apply for any options granted after 1 January 2019. The relevant termination provisions are detailed in the ESPP and the Employer Statement.

**Nature of Grant.** The following provision supplements Section 4 of the Enrollment/Change Form:

By accepting the option, I acknowledge, understand and agree that this offer relates to future services to be performed and is not related to past services.

### ***Notifications***

**Foreign Asset/Account Reporting Information.** I understand that if I establish an account holding shares of Common Stock or cash outside Denmark, I must report the account and its deposits, and shares held in the account in my tax return under the section on foreign affairs and income.

## FINLAND

There are no country-specific provisions.

## FRANCE

### ***Terms and Conditions***

**Enroll.** *Les paragraphes suivants traduisent l'article 1 du Formulaire de Participation / Modification (en anglais, «Enrollment/Change Form»):*

*Par la présente, je choisis de participer au Plan d'Achat d'Actions à compter du début de la prochaine Période d'Offre. Je choisis d'acheter des actions ordinaires de Workday conformément aux conditions générales du Plan d'Achat d'Actions et du présent formulaire de Participation/Modification, ainsi qu'à toute disposition contenue dans l'annexe ci-jointe (ensemble le « Formulaire de Participation/Modification »). Je comprends que les actions ordinaires acquises pour mon compte seront émises au nom de la maison de courtage et déposées directement sur mon compte de courtage ouvert auprès de E\*TRADE Securities LLC ou des sociétés qui lui sont affiliées à cet effet (« E\*TRADE »). Par la présente, je m'engage à prendre toutes les mesures et à accepter et soumettre tous formulaires nécessaires à l'établissement d'un compte auprès de E\*TRADE à cette fin. Je comprends que si je suis un contribuable américain, je dois informer Workday de toute cession d'actions ordinaires acquises en vertu du Plan d'Achat d'Actions.*

*Je continuerais de participer au Plan d'Achat d'Actions aussi longtemps que je demeurerais éligible, à moins que je me retire du Plan d'Achat d'Actions en déposant un nouveau Formulaire de Participation/Modification auprès de Workday avant les 15 derniers jours d'une Période d'Offre. Je reconnais que je peux librement me retirer du Plan d'Achat d'Actions et recevoir un remboursement complet de toutes les contributions volontaires que j'ai faites dans le cadre du Plan d'Achat d'Actions, à condition que je me retire avant les 15 derniers jours d'une Période d'Offre.*

**Elect Contribution Percentage. Les paragraphes suivants traduisent l'article 2 du Formulaire de Participation / Modification (en anglais, «Enrollment/Change Form»), dans la mesure applicable:**

*Je reconnais que le Plan d'Achat d'Actions est un plan volontaire et que tout choix relatif aux prélèvements sur salaire que j'effectue est fait sur une base entièrement volontaire. Par la présente, j'autorise Workday (ou, si différent, mon employeur) à prélever sur chacun de mes salaires \_\_\_ % de ma Rémunération (telle que définie dans le Plan d'Achat d'Actions) payée pendant ladite Période d'Offre et ce, aussi longtemps que je continuerais à participer au Plan d'Achat d'Actions ou, dans le cas contraire, j'en informe Workday en remplissant un Formulaire de Participation/Modification. Ce montant servira à l'acquisition d'Actions Ordinaires de Workday conformément au Plan d'Achat d'Actions. En outre, je reconnais que la loi applicable (y compris, mais sans s'y limiter, les exigences en matière de salaire minimum et de niveau de subsistance minimum) peut limiter le pourcentage des prélèvements sur salaire que je suis en mesure de contribuer au Plan d'Achat d'Actions, et Workday diminuera le pourcentage de contribution que j'ai choisi si ce choix entraîne un montant de déductions globales sur salaire qui est supérieur au montant autorisé par la loi applicable, tel que déterminé par Workday à sa seule discrétion. Si je suis payé dans une devise autre que le dollar U.S., mes contributions devront être converties en dollars U.S. avant l'acquisition des Actions Ordinaires. Le pourcentage doit être un chiffre entier (de 1 % à un maximum de 15 %).*

*À la demande de Workday ou de mon Employeur, j'accepte de signer une procuration et tout autre contrat ou consentement qui pourrait être requis pour autoriser les prélèvements sur salaire conformément à la loi applicable et/ou permettre à l'Employeur, à toute autre Filiale, ou à tout tiers désigné par l'Employeur ou Workday de remettre les prélèvements sur salaire accumulés de mon pays aux États-Unis pour l'achat d'Actions Ordinaires. Je comprends que si je ne signe pas une procuration ou toute autre forme de contrat ou de consentement requis pour l'autorisation des prélèvements sur salaire ou le versement de mes prélèvements sur salaire, je ne serai pas en mesure de participer au Plan d'Achat d'Actions.*

**Participation in this Plan. Les paragraphes suivants indiquent et traduisent l'article 6 du Plan (en anglais, «ESPP»):**

- (a) With respect to each Offering Period, an eligible Employee determined in accordance with Section 4 of the Plan may elect to become a Participant by submitting the prescribed enrollment form (an "Enrollment Form") in accordance with Workday's procedures prior to the commencement of the Offering Period to which such agreement relates in accordance with such rules as Workday may determine.
- (b) Once an Employee becomes a Participant in an Offering Period, then such Participant will automatically participate in the Offering Period commencing immediately following the last day of such prior Offering Period at the same contribution level as was in effect in the prior Offering Period unless the Participant withdraws or is deemed to withdraw from this Plan or terminates further participation in the Offering Period as set forth in Section 11 of the Plan, or otherwise notifies Workday of a change in the Participant's contribution level by filing an additional Enrollment Form in accordance with Workday's procedures. A Participant that is automatically enrolled in a subsequent Offering Period pursuant to this section (i) is not required to file any additional Enrollment Form in order to continue participation in the Plan and (ii) will be deemed to have accepted the terms and conditions of the Plan, any sub-plan and Enrollment Form in effect at the time each subsequent Offering Period begins, subject to Participant's right to withdraw from the Plan in accordance with the withdrawal procedures in effect at the time.
- (a) *Concernant chaque Période d'Offre, un Salarié éligible conformément à la section 4 du Plan peut choisir d'y participer par le dépôt d'un formulaire d'inscription prescrit (le « Formulaire d'Inscription ») conformément aux procédures de Workday avant le début de la Période d'Offre à laquelle cet accord se rapporte, conformément aux règles susmentionnées déterminées par Workday.*

(b) Dès lors qu'un Salarié devient un Participant pour une Période d'Offre, alors ledit Participant participera automatiquement à la Période d'Offre commençant immédiatement après le dernier jour de la Période d'Offre antérieure au même niveau de contribution que celui applicable lors de la Période d'Offre antérieure, à moins que le Participant se retire, ou soit considéré comme se retirant du Plan, ou cesse sa participation à la Période d'Offre tel que cela est prévu à la Section 11 du Plan, ou informe Workday d'un changement de son pourcentage de contribution en remplissant un Formulaire d'Inscription supplémentaire conformément aux procédures de Workday. Le Participant qui est automatiquement inscrit à la Période d'Offre ultérieure conformément aux dispositions de ce paragraphe (i) n'a pas à déposer de Formulaire d'Inscription supplémentaire pour continuer à participer au Plan et (ii) sera réputé avoir accepté les termes et conditions du Plan, de tout sous-plan et du Formulaire d'Inscription en vigueur au moment où chaque Période d'Offre ultérieure commence, sous réserve du droit du Participant de se retirer du Plan conformément aux procédures de retrait en vigueur à ce moment-là.

Language Consent. By enrolling in the ESPP, either by signing the Enrollment/Change Form or by using Workday's online enrollment procedures, I agree to be bound by, and understand that my participation in the ESPP is in all respects subject to, the terms of the ESPP and this Enrollment/Change Form. I confirm having read and understood the documents relating to the ESPP (the ESPP and this Enrollment/Change Form) which were provided to me in the English language. I accept the terms of those documents accordingly.

Consentement Relatif à la Langue Utilisée. En acceptant de participer au ESPP, soit en signant le formulaire de Participation/Modification soit en utilisant les procédures d'inscription en ligne de Workday, j'accepte être lié et je comprends que ma participation est telle que décrite dans le ESPP et le formulaire de Participation/Modification. Je confirme avoir lu et compris les documents relatifs au ESPP (le ESPP et cet formulaire de Participation/Modification) qui ont été communiqués en langue anglaise. J'accepte les termes de ces documents en connaissance de cause.

### **Notifications**

Securities Law Information. Workday has prepared and made available an Information Document in reliance on an exemption from prospectus requirements that may otherwise apply to the offer of the ESPP in France. The Information Document is available at <https://workspace.workdayinternal.com/home/quick-resources/stock-equity/espp-questions-and-answers/employees-understanding-your-equity>.

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities exceeds a certain threshold. *I understand that I should consult with a personal legal advisor to ensure my compliance with applicable reporting obligations.*

Foreign Asset/Account Reporting Information. If I hold securities (including shares of Common Stock purchased under the ESPP) in a foreign bank account, I am required to report the opening, closing and maintenance of such account to the French tax authorities when filing my annual tax return. *I understand that I should consult my personal tax advisor to ensure my compliance with applicable reporting obligations.*

## **GERMANY**

### **Notifications**

Securities Law Information. Workday has prepared and made available an Information Document in reliance on an exemption from prospectus requirements that may otherwise apply to the offer of the ESPP in Germany. The Information Document is available at <https://workspace.workdayinternal.com/home/quick-resources/stock-equity/espp-questions-and-answers/employees-understanding-your-equity>.

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the *Deutsche Bundesbank*. Such reporting obligation might arise when shares of Common Stock are purchased under the ESPP and when shares of Common Stock are subsequently sold. *I understand that I am responsible for complying with applicable reporting obligations and that I should consult with a personal legal advisor on this matter.*

Foreign Asset/Account Reporting Information. If my acquisition of shares under the Plan leads to a so-called qualified participation at any point during the calendar year, I will need to report the acquisition when I file my tax return for the relevant year. A qualified participation is attained if (i) the value of the shares acquired exceeds EUR 150,000 or (ii) in the unlikely event that I hold shares of Common Stock exceeding 10% of the total capital of Workday. However, if the shares of Common Stock are listed on a recognized U.S. exchange and I own less than 1% of Workday, this requirement will not apply to me. If applicable, I understand that I will be responsible for obtaining the appropriate form from a German federal bank and complying with the reporting obligations.

## GREECE

### *Notifications*

Foreign Asset/Account Reporting Information. If I acquire shares under the ESPP, I understand that I must report such foreign assets on my tax return.

## HONG KONG

### *Terms and Conditions*

Contributions to the ESPP. Notwithstanding anything to the contrary in the ESPP and the Enrollment/Change Form, due to legal restrictions in Hong Kong, I understand that I may not participate in the ESPP via payroll deductions. Instead, my contributions to the ESPP must be made via check, wire transfer or bank debit. Workday will calculate the total funds that must be received from me prior to the end of the respective Purchase Period based on the contribution percentage I specify in the Enrollment/Change Form. I understand I am solely responsible for ensuring remittance of such contributions to Workday in accordance with the policies and procedures established by Workday and/or the Employer to facilitate my participation in the ESPP. I further understand and agree that no shares of Common Stock will be purchased on my behalf under the ESPP if I fail to submit my contributions in the manner required by such policies and procedures. Workday reserves the right to allow participation in the ESPP via payroll deductions depending on the development of local laws and/or if administratively feasible.

Securities Law Information. *WARNING: The option granted under the ESPP and any shares of Common Stock purchased under the ESPP do not constitute a public offering of securities under Hong Kong law and are available only to eligible employees of Workday and its Participating Corporations. The Enrollment/Change Form, including this Appendix, and the ESPP and any other incidental communication materials distributed in connection with the ESPP (i) have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, (ii) have not been reviewed by any regulatory authority in Hong Kong, and (iii) are intended only for the personal use of eligible employees of Workday and its Participating Corporations, and may not be distributed to any other person.*

*I understand that I should exercise caution in relation to the right to purchase shares of Common Stock. If I am in any doubt about any of the contents of the Enrollment/Change Form, including this Appendix, the ESPP or any other incidental communication materials distributed in connection with the ESPP, I should obtain independent professional advice.*

## INDIA

### ***Notifications***

**Tax Collection at Source.** I understand that Tax Collection At Source (“TCS”) may apply to funds remitted out of India if the funds exceed a certain amount (currently INR 700,000). Therefore, my annual remittances out of India, including my contributions to purchase shares of Common Stock, may be subject to TCS. Depending on the procedures established by the Employer and the bank remitting funds out of India, I understand that the Employer or the bank may collect any applicable TCS from my contributions, remit the applicable TCS to the tax authorities and remit the remaining contributions to the Company, which will impact the number of shares of Common Stock that I will be able to purchase with my contributions under the ESPP. Alternatively, if any applicable TCS is not deducted from my contributions, I understand and agree that the Company or the Employer may deduct any applicable TCS via any withholding method set forth in section 3, the “Responsibility for Taxes” section of the Enrollment/Change Form. I understand that I may be required to provide a declaration to my Employer or the bank remitting the funds regarding whether the TCS threshold has been reached based on all remittances out of India, including contributions to the ESPP, and I agree to provide such declaration upon request. I understand that if I fail to provide such declaration upon request, the TCS may be applied on all of my contributions under the ESPP.

**Exchange Control Notification.** Indian residents must repatriate to India any funds received under the ESPP within such period of time prescribed under applicable Indian laws and regulations, as may be amended from time to time. I will receive a foreign inward remittance certificate (“FIRC”) from the bank where the foreign currency is deposited and should retain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. I understand that it is my responsibility to comply with the applicable exchange control laws in India. I may also be required to provide information to Workday or the Employer to facilitate compliance with exchange control filing requirements in India. I should consult with my legal advisor with respect to the requirements.

**Foreign Asset/Account Reporting Notification.** Indian residents are required to declare in their annual tax returns (a) any foreign assets they hold and (b) any foreign bank accounts for which they have signing authority. I understand it is my responsibility to comply with applicable tax laws in India. I should consult with a personal tax advisor to ensure proper reporting of foreign assets and bank accounts.

## INDONESIA

### ***Terms and Conditions***

**Language Consent.** By enrolling and participating in the ESPP, I (i) confirm having read and understood these documents provided in the English language, (ii) accept the terms of these documents accordingly, and (iii) agree not to challenge the validity of these documents based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

**Persetujuan dan Pemberitahuan Bahasa.** Dengan mendaftar dan ikut serta dalam ESPP, saya (i) memberikan konfirmasi bahwa saya telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, ESPP dan Perjanjian) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan ataupun Peraturan Presiden sebagai pelaksanaannya (ketika diterbitkan).

### ***Notifications***

**Exchange Control Information.** Foreign exchange activity is subject to certain reporting requirements. For foreign currency transactions exceeding USD 25,000, the underlying document of that transaction will have to be submitted to the relevant local bank. If I repatriate funds (*e.g.*, proceeds from the sale of shares of Common Stock) into Indonesia, the Indonesian bank through which the transaction is made will submit a report of the transaction to the Bank of Indonesia.

For transactions of USD 10,000 or more (or its equivalent in other currency), a more detailed description of the transaction must be included in the report and I may be required to provide information about the transaction to the bank in order to complete the transaction.

**Foreign Asset/Account Reporting Information.** Indonesian residents are required to report worldwide assets (including foreign accounts and shares of Common Stock acquired under the ESPP) in their annual individual income tax return.

## **IRELAND**

### ***Notifications***

**Securities Law Information.** Workday has prepared and made available an Information Document in reliance on an exemption from prospectus requirements that may otherwise apply to the offer of the ESPP in Ireland. The Information Document is available at <https://workspace.workdayinternal.com/home/quick-resources/stock-equity/espp-questions-and-answers/employees-understanding-your-equity>.

**Director Notification Requirement.** I understand that if I am a director, shadow director or secretary of an Irish Subsidiary, I must notify the Irish Subsidiary or affiliate in writing upon (i) receiving or disposing of an interest in Workday (*e.g.*, options, shares of Common Stock, etc.), (ii) becoming aware of the event giving rise to the notification requirement, or (iii) becoming a director or secretary if such an interest exists at the time, in each case if the interest represents more than 1% of Workday's share capital or voting rights. This notification requirement also applies with respect to the interests of any spouse or minor children (whose interests will be attributed to the director, shadow director or secretary).

## **ITALY**

### ***Terms and Conditions***

**ESPP Document Acknowledgement.** I acknowledge that by enrolling in the ESPP, I have been given access to the ESPP, have reviewed the ESPP and the Enrollment/Change Form in their entirety and fully understand and accept all provisions of the ESPP and the Enrollment/Change Form. Further, I acknowledge that I have read and expressly approve the following sections of the Enrollment/Change Form: Section 1: Enroll; Section 2: Elect Contribution Percentage; Section 3: Responsibility for Taxes; Section 4: Nature of Grant; Section 5: No Advice Regarding Grant; Section 6: Compliance with Law; Section 7: Language; Section 8: Electronic Delivery and Participation; Section 13: Imposition of Other Requirements; Section 14: Governing Law and Venue; and Section 16: Acknowledgement and Signature.

### ***Notifications***

**Foreign Asset/Account Reporting Information.** I understand that if I am an Italian resident and at any time during the fiscal year I hold foreign financial assets (including cash and shares of Common Stock) which may generate income taxable in Italy, I am required to report these assets on my annual tax return (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply if I am the beneficial owner of such foreign financial assets, even if I do not directly hold investments abroad or foreign assets. *I understand that I should consult my personal tax advisor to ensure my compliance with applicable reporting obligations.*



## JAPAN

### *Notifications*

Foreign Asset/Account Reporting Information. I understand that if I hold assets outside of Japan (e.g., shares of Common Stock purchased under the ESPP) with a total net fair market value exceeding ¥50,000,000 (or an equivalent amount in foreign currency) as of December 31 each calendar year, I am required to report the details of such assets to the Japanese tax authorities by March 15th of the following year. *I understand that I should consult with my personal tax advisor to determine my personal reporting obligations.*

## LATVIA

There are no country-specific provisions.

## MALAYSIA

### *Terms and Conditions*

Contributions to the ESPP. Notwithstanding anything to the contrary in the ESPP and the Enrollment/Change Form, due to legal restrictions in Malaysia, I understand that I may not participate in the ESPP via payroll deductions. Instead, my contributions to the ESPP must be made via check, wire transfer or bank debit. Workday will calculate the total funds that must be received from me prior to the end of the respective Purchase Period based on the contribution percentage I specify in the Enrollment/Change Form. I understand I am solely responsible for ensuring remittance of such contributions to Workday in accordance with the policies and procedures established by Workday and/or the Employer to facilitate my participation in the ESPP. I further understand and agree that no shares of Common Stock will be purchased on my behalf under the ESPP if I fail to submit my contributions in the manner required by such policies and procedures. Workday reserves the right to allow participation in the ESPP via payroll deductions depending on the development of local laws and/or if administratively feasible.

Exchange Control Compliance. The following provision supplements Section 12 of the Enrollment/Change Form:

I agree that, if so requested by Workday, the Employer or any third party designated by Workday or the Employer, I must execute and return a compliance declaration related to my foreign investments, as provided by Workday or the Employer, to my local human resources representative in order to participate in the ESPP, and that my failure to do so may prevent me from being able to participate.

Data Privacy. This provision replaces Part 2 of Appendix A.

***I hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of my personal data as described in this Agreement and any other ESPP participation materials by and among, as applicable, the Employer, Workday and its Subsidiaries for the exclusive purpose of implementing, administering and managing my participation in the ESPP.***

***I understand that Workday and the Employer may hold certain personal information about me, including, but not limited to, my name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in Workday, details of all options under the ESPP or any other entitlement to shares of stock awarded, cancelled, purchased, exercised, vested, unvested, or outstanding in my favor ("Data"), for the exclusive purpose of implementing, administering and managing the ESPP. The source of the Data is the Employer, as well as information which I am providing to Workday and the Employer in connection with the ESPP and this Enrollment/Change Form.***

*I understand that Data will be transferred to E\*Trade or such other stock plan service provider as may be selected by Workday in the future, which is assisting Workday, with the implementation, administration and management of the ESPP. I further understand that Workday, the Employer and any other Subsidiary will transfer Data among themselves as necessary for the purpose of the implementation, administration and management of my participation in the ESPP, and that Workday, the Employer and any other Subsidiary may each further transfer Data to third parties assisting Workday in the implementation, administration and management of the ESPP, including any requisite transfer to a broker or another third party with whom I may elect to deposit any shares of Common Stock acquired under the ESPP. I understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than my country. I understand that if I reside outside the United States, I may request a list with the names and addresses of any potential recipients of the Data by contacting my local human resources representative, whose email address is [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com). I authorize Workday, E\*Trade and its affiliates, and any other possible recipients which may assist Workday, (presently or in the future) with implementing, administering and managing the ESPP to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing my participation in the ESPP.*

*I understand that Data will be held only as long as is necessary to implement, administer and manage my participation in the ESPP. I understand that if I reside outside the United States I may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing my local human resources representative. Further, I understand that I am providing the consents herein on a purely voluntary basis. If I do not consent, or if I later seek to revoke my consent, my employment status or service and career with the Employer will not be affected; the only consequence of refusing or withdrawing my consent is that Workday would not be able to grant me the option to purchase shares of Common Stock under the ESPP or other equity awards or administer or maintain such awards. Therefore, I understand that refusing or withdrawing my consent may affect my ability to participate in the ESPP. For more information on the consequences of my refusal to consent or withdrawal of consent, I understand that I may contact my local human resources representative.*

#### Malaysian Translation

*Saya dengan ini secara eksplisit dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi saya seperti yang diterangkan dalam Perjanjian dan apa-apa bahan penyertaan ESPP lain oleh dan di antara, seperti mana yang terpakai, Majikan, Syarikat, Anak-Anak Syarikatnya Sekutunya atau mana-mana pihak ketiga yang diberi kuasa oleh yang sama untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan penyertaan saya dalam Pelan.*

*Saya memahami bahawa Workday dan Majikan mungkin memegang maklumat peribadi tertentu tentang saya, termasuk, tetapi tidak terhad kepada, nama saya, alamat rumah dan nombor telefon, alamat emel, tarikh lahir, nombor insurans sosial, pasport atau nombor pengenalan lain (seperti, nombor pendaftaran penduduk tetap atau nombor kad pengenalan), gaji, kewarganegaraan, jawatan, apa-apa syer dalam saham atau jawatan pengarah yang dipegang di Workday, butir-butir semua opsyen di bawah ESPP atau apa-apa hak lain atas syer dalam saham yang dianugerahkan, dibatalkan, dibeli, dilaksanakan, terletak hak, tidak diletak hak ataupun yang belum dijelaskan bagi faedah saya ("Data"), untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan ESPP. Sumber Data adalah daripada Majikan, dan juga maklumat yang saya memberikan kepada Workday dan Majikan berhubung dengan ESPP dan Borang Pendaftaran/Penukaran ini.*

*Saya memahami bahawa Data ini akan dipindahkan kepada E\*Trade atau pembekal perkhidmatan pelan saham yang ditetapkan oleh Workday pada masa depan yang membantu Workday dengan pelaksanaan, pentadbiran dan pengurusan ESPP. Saya memahami selanjutnya bahawa Workday, Majikan dan Anak-Anak Syarikat lain akan memindah Data sesama mereka seperti diperlukan untuk tujuan melaksanakan, mentadbir dan menguruskan penyertaan saya dalam Pelan, dan Workday, Majikan dan Anak-Anak Syarikat yang lain masing-masing boleh memindah Data kepada pihak-pihak ketiga yang membantu Workday dalam pelaksanaan, pentadbiran dan pengurusan Pelan, termasuk pemindahan yang diperlukan kepada broker atau pihak ketiga yang lain yang mana saya boleh memilih untuk mendepositkan syer Saham Biasa yang diperolehi daripada Pelan. Saya memahami bahawa penerima-penerima Data mungkin berada di Amerika Syarikat atau mana-mana tempat lain dan bahawa negara penerima-penerima mungkin mempunyai undang-undang privasi data dan perlindungan yang berbeza daripada negara saya. Saya memahami bahawa sekiranya saya menetap di luar Amerika Syarikat, saya boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan saya, alamat emel [cynthia.chan@workday.com](mailto:cynthia.chan@workday.com). Saya memberi kuasa kepada Workday, E\*Trade mana-mana penerima-penerima lain yang mungkin membantu Workday (pada masa sekarang atau pada masa depan) dengan melaksanakan, mentadbir dan menguruskan ESPP untuk menerima, memiliki, menggunakan, mengekalkan dan memindahkan Data, dalam bentuk elektronik atau lain-lain, semata-mata dengan tujuan untuk melaksanakan, mentadbir dan menguruskan penyertaan saya dalam ESPP.*

*Saya memahami bahawa Data hanya akan disimpan untuk tempoh yang perlu bagi melaksanakan, mentadbir, dan menguruskan penyertaan saya dalam ESPP. Saya memahami bahawa sekiranya saya menetap di luar Amerika Syarikat, saya boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemrosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes, tanpa kos, dengan menghubungi secara bertulis wakil sumber manusia tempatan saya. Saya selanjutnya memahami bahawa saya memberi persetujuan ini secara sukarela. Sekiranya saya tidak bersetuju, atau kemudian membatalkan persetujuan saya, status pekerjaan atau perkhidmatan saya dengan Majikan tidak akan terjejas; satunya akibat jika saya tidak bersetuju atau menarik balik persetujuan saya adalah bahawa Workday tidak akan dapat menganugerahkan kepada saya opsyen untuk memperoleh syer Saham Biasa ESPP atau anugerah ekuiti lain atau mentadbir atau mengekalkan anugerah tersebut. Oleh itu, saya memahami bahawa keengganan atau penarikan balik persetujuan saya boleh menjejaskan keupayaan saya untuk mengambil bahagian dalam ESPP. Untuk maklumat lanjut mengenai akibat keengganan saya untuk memberikan keizinan atau penarikan balik keizinan, saya memahami bahawa saya boleh menghubungi wakil sumber manusia tempatan saya.*

#### *Notifications*

Director Notification Obligation. Directors of a Malaysian Subsidiary are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify such entity in writing within 14 business days of the acquisition or disposal of an interest (e.g., options granted under the ESPP or shares of Common Stock) in Workday or any related company.

## MEXICO

#### *Terms and Conditions*

Elect Contribution Percentage. This provision supplements and translates Section 2 of the Enrollment/Change Form:

I hereby request and authorize the Employer, Workday Mexico S. de R.L. de C.V. (“Workday Mexico”) to withhold from each of my paychecks the elected percentage of my Compensation during the Offering Period, as described in this Section 2.

I acknowledge and agree that the participation of Workday Mexico in the ESPP is limited to acting as an intermediary in delivering to Workday the amounts withheld from my paychecks during the Offering Period and that the benefits under the ESPP are not fringe benefits provided by Workday Mexico. Workday Mexico will make no additional salary payment or other compensation to me as a result of the ESPP. I further acknowledge that the withholding I have requested is not a loss of salary and that I have received in full my entire salary for each pay period during my participation in the ESPP.

Plan Document Acknowledgment. By enrolling and participating in the ESPP, I acknowledge that I have received a copy of the ESPP and the Enrollment/Change Form, which I have reviewed. I acknowledge further that I accept all the provisions of the ESPP and the Enrollment/Change Form. I also acknowledge that I have read and specifically and expressly approve the terms and conditions set forth in Section 4 (“Nature of Grant”) in the Enrollment/Change Form, which clearly provides as follows:

1. participation in the ESPP does not constitute an acquired right;
2. the ESPP and my participation in the ESPP are offered by Workday on a wholly discretionary basis;
3. participation in the ESPP is voluntary; and
4. Workday and its Subsidiaries are not responsible for any decrease in the value of any shares of Common Stock that I may acquire under the ESPP.

Labor Law Policy and Acknowledgment. By enrolling and participating in the ESPP, I expressly recognize that Workday, with registered offices at 6110 Stoneridge Mall Road Pleasanton, California U.S.A., is solely responsible for the administration of the ESPP, and participation in the ESPP and acquisition of shares of Common Stock do not constitute an employment relationship between me and Workday since I am participating in the ESPP on a wholly commercial basis and Workday Mexico is my sole employer. Based on the foregoing, I expressly recognize that the ESPP and the benefits that I may derive from participating in the ESPP do not establish any rights between myself and Workday Mexico and do not form part of the employment conditions and/or benefits provided by Workday Mexico, and any modification of the ESPP or its termination shall not constitute a change or impairment of the terms and conditions of my employment.

I further understand that my participation in the ESPP is as a result of a unilateral and discretionary decision of Workday; therefore, Workday reserves the absolute right to amend and/or discontinue my participation at any time without any liability to me.

Finally, I hereby declare that I do not reserve to myself any action or right to bring any claim against Workday for any compensation or damages regarding any provision of the ESPP or the benefits derived under the ESPP, and I therefore grant a full and broad release to Workday, and its Subsidiaries, affiliates, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

#### **Spanish Translation**

*Porcentaje de Contribución Seleccionado: Esta disposición complementa y traduce la Sección 2 del Formulario de Inscripción/Cambio.*

*Por medio de la presente, solicito al Patrón Workday Mexico S. de R.L. de C.V. (“Workday Mexico”) realice la retención en mi Compensación y en cada uno de los cheques de pago del porcentaje seleccionado durante el Periodo de Oferta, tal y como se describe en esta Sección 2.*

*Reconozco y acepto que la participación de Workday Mexico en el ESPP está limitada a fungir como intermediario en la entrega a Workday de las cantidades que serán descontadas de mi salario durante el Periodo de Oferta y que los beneficios recibidos bajo el ESPP no son prestaciones adicionales otorgadas por Workday Mexico. Workday Mexico no me hará ningún pago adicional por concepto de salario ni cualquier otra compensación con motivo del ESPP. Adicionalmente reconozco que la retención solicitada de mi salario no es una pérdida del mismo y que he recibido el pago íntegro, total y completo de mi salario por cada periodo durante mi participación en el ESPP*

Reconocimiento del Plan. Al inscribirme y al participar en el ESPP, reconozco que he recibido una copia del mismo y del Formulario de Inscripción/Cambio, mismos que he revisado. Reconozco además que acepto las disposiciones del ESPP y del Formulario de Inscripción/Cambio. Reconozco de igual forma que he leído y que expresamente apruebo los términos y condiciones establecidos en la Sección 4 (“Naturaleza del Otorgamiento”) en el Formulario de Inscripción/Cambio, que claramente establece lo siguiente:

1. La participación en el ESPP no constituye un derecho adquirido;
2. El ESPP y mi participación en el mismo se ofrecen por Workday de forma totalmente discrecional;
3. La participación en el ESPP es voluntaria; y
4. Workday y sus Subsidiarias no son responsables por ninguna disminución en el valor de las acciones que pudiera adquirir bajo el ESPP.

Política Laboral y Reconocimiento. Al inscribirme y participar en el ESPP, expresamente reconozco que Workday, con oficinas registradas en 6110 Stoneridge Mall Road Pleasanton, California U.S.A., es la única responsable por la administración del ESPP y que la participación en el mismo y la adquisición de acciones no constituyen una relación de trabajo con Workday ya que participo en el ESPP de forma totalmente comercial y Workday Mexico es mi único patrón. En base a lo anterior, reconozco que el ESPP y las prestaciones que se deriven del mismo no establecen derecho alguno con Workday Mexico y que no formara parte de las condiciones de trabajo y/o prestaciones otorgadas por Workday Mexico y que cada modificación del ESPP o su terminación, no constituirá un cambio o impedimento de los términos y condiciones de la relación de trabajo.

Asimismo, reconozco que mi participación en el ESPP es resultado de una decisión unilateral y discrecional de Workday; por lo tanto, Workday se reserva el derecho absoluto de modificar y/o terminar mi participación en cualquier momento y sin ninguna responsabilidad hacia mí.

Finalmente, manifiesto que no me reservo acción o derecho alguno por ejercer contra Workday por cualquier compensación o perjuicios relacionados a cualquier disposición del ESPP o a las prestaciones derivadas del mismo, y por lo tanto, eximo amplia y completamente a Workday, sus Subsidiarias, Afiliadas, sucursales, oficinas de representación, accionistas, directores, oficiales, empleados, agentes o representantes legales de cualquier demanda o reclamo que pudiera surgir.

### **Notifications**

Securities Law Information. The option grant, and any shares of Common Stock acquired, under the ESPP have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the ESPP, the Enrollment/Change Form and any other document relating to the option may not be publicly distributed in Mexico. These materials are addressed to Participants because of their existing relationship with Workday or a Subsidiary, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities, but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Workday Mexico made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

## NETHERLANDS

### *Notifications*

#### Securities Law Information.

**Attention! This investment falls outside AFM supervision.  
No prospectus required for this activity.**



## NEW ZEALAND

### *Notifications*

Securities Law Information. **WARNING:** I am being offered the opportunity to receive an option to purchase shares of Workday in accordance with the terms of this Enrollment/Change Form and the ESPP. If I purchase shares of Common Stock, this investment will give me a stake in the ownership of Workday. In that case, I may receive a return if dividends are paid.

If Workday runs into financial difficulties and is wound up, I will be paid only after all other creditors (including holders of preference shares, if any) have been paid. I may lose some or all of my investment, if any.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, I may not be given all the information usually required. I will also have fewer other legal protections for this investment.

The shares of Common Stock are quoted on the Nasdaq. This means that if I acquire shares of Common Stock, I may be able to sell the shares of Common Stock on the Nasdaq if there are interested buyers. I may get less than I invested. The price will depend on the demand for the shares of Common Stock.

For a copy of Workday's most recent financial statements (and, where applicable, a copy of the auditor's report on those financial statements), as well as information on risk factors impacting Workday's business that may affect the value of the shares of Common Stock, I should refer to the risk factors discussion in Workday's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at [www.sec.gov](http://www.sec.gov), as well as on Workday's website at <https://www.workday.com/en-us/company/investor-relations.html>.

I should ask questions, read all documents carefully, and seek independent financial advice before committing myself.

## NORWAY

### *Notifications*

Foreign Asset/Account Reporting Information. If I acquire shares under the Plan, I understand that I may be subject to foreign asset reporting as part of my ordinary tax return. Norwegian banks, financial institutions, limited companies, etc. must report certain information to the Tax Administration. Such information may then be pre-populated in my tax return. However, if I have traded, or own, financial instruments (e.g., shares of Common Stock), I must enter this information in Form RF-1159, which is an appendix to the tax return.

## POLAND

### *Terms and Conditions*

Authorization for Payroll Deductions. I understand that as a condition of my participation in the ESPP, I will be required to execute a Consent for Deduction form, which will be provided to me separately. I understand that I must print out the form, sign and date the form in the applicable places, and return a copy to **Stock Administration, Workday, Inc., 175 East 400 South, Suite 200, Salt Lake City, UT 84111**. Further, I agree to execute other agreements or consents that may be required by Workday or the Employer with respect to payroll deductions under the ESPP. I understand that if I fail to execute the Consent for Deduction form or any other form of agreement or consent that is required with respect to payroll deductions under the ESPP, I may not be able to participate in the ESPP.

Exchange Control Notification. Polish residents holding foreign securities (including shares of Common Stock) and maintaining accounts abroad (including any brokerage account) must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (calculated individually or together with all other assets/liabilities held abroad) exceeds a specified threshold (currently PLN7,000,000). If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

In addition, any transfer of funds in excess of a specified threshold (currently €15,000, but if such transfer is connected with business activity of an entrepreneur, PLN15,000) must be affected through a bank account in Poland. I should maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

## SINGAPORE

### *Notifications*

Securities Law Information. The grant of the option under the ESPP is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The ESPP has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. I understand that the option granted under the ESPP is subject to section 257 of the SFA and I should not make (a) any subsequent sale of shares of Common Stock in Singapore or (b) any offer of such subsequent sale of shares of Common Stock in Singapore unless such sale or offer is made (i) after six months of the grant of the option or (ii) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA (Chapter 289, 2006 Ed.).

Director Notification Obligation. The directors, associate directors or shadow directors of a Singapore Subsidiary are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify such entity in writing within two business days of any of the following events: (a) the acquisition or disposal of an interest (e.g., options granted under the ESPP or shares of Common Stock) in Workday or any Subsidiary, (b) any change in previously-disclosed interests (e.g., sale of shares of Common Stock), or (c) becoming a director, associate director or shadow director of a Subsidiary in Singapore, if the individual holds such an interest at that time. These notification requirements apply regardless of whether the directors are residents of or employed in Singapore.

## SOUTH AFRICA

### *Terms and Conditions*

Responsibility for Taxes. The following provision supplements Section 3 of the Enrollment/Change Form:

By participating in the ESPP, I agree to immediately notify the Employer of the amount of any gain I realize when I purchase shares of Common Stock. If I fail to advise the Employer of any gain realized at purchase, then I may be liable for a fine. I will be responsible for paying the difference between the actual tax liability and the amount withheld by Workday or the Employer.

Tax Clearance Certificate and Transfer of Funds Application. I understand that to participate in the ESPP, I may be required to obtain and provide to the Employer, or any third party designated by the Employer or Workday: (a) a Tax Clearance Certificate (with respect to Foreign Investments) bearing the official stamp and signature of the Exchange Control Department of the South African Revenue Services (the "SARS"), and/or (b) a Transfer of Funds Application (with respect to Foreign Investments). The Tax Clearance Certificate may need to be renewed each 12 months or such as otherwise required by the SARS. I understand that if I do not provide a valid Tax Clearance Certificate and Transfer of Funds Application, Workday may not be able to purchase shares of Common Stock on my behalf under the ESPP.

### ***Notifications***

Securities Law Information. In compliance with South African securities law, the documents listed below are available for my review on Workday's website at <https://www.workday.com/en-us/company/investor-relations.html> and on Workday's intranet:

1. Workday's most recent annual financial statements; and
2. Workday's most recent ESPP prospectus.

A copy of the above documents will be sent to me free of charge on written request to Workday's Global Stock Administration by logging a People Guide Request in Service Hub.

I should carefully read the materials provided before making a decision whether to participate in the ESPP. In addition, I understand that I should contact my tax advisor for specific information concerning my personal tax situation with regard to ESPP participation.

Exchange Control Information. Under current South African exchange control policy, if I am a South African resident, I may invest only a specific amount per annum in offshore investments, including in shares of Common Stock. This is a cumulative allowance; therefore, my ability to remit funds for the purchase of shares of Common Stock will be reduced if my foreign investment limit is utilized to make a transfer of funds offshore that is unrelated to the ESPP. If the limit will be exceeded as a result of a purchase under the ESPP, I may still participate in the ESPP; however, I will need to immediately sell the shares of Common Stock purchased on my behalf under the ESPP and repatriate the proceeds to South Africa in order to ensure that I do not hold assets outside South Africa with a value in excess of the permitted offshore investment allowance amount.

As the investment limit and other exchange control requirements are subject to change without notice, I should consult my personal legal advisor prior to the purchase or sale of shares of Common Stock under the ESPP to ensure compliance with current regulations. I am solely responsible for complying with exchange control requirements in South Africa and neither Workday nor any Subsidiary will be liable for any fines or penalties resulting from my failure to do so.

## **SOUTH KOREA**

### ***Terms and Conditions***

Power of Attorney. I agree that, if requested by Workday or the Employer, I will need to execute and return the Power of Attorney provided on the following page to my local human resources representative in order to participate in the ESPP, and my failure to do so may prevent me from being able to participate in the ESPP. Furthermore, I agree to execute a separate Power of Attorney (in a form substantially the same as the attached) at Workday's request, if Workday determines that a separate Power of Attorney is required or desirable in order to allow my continued participation in the ESPP.



Restriction on Sale of Shares of Common Stock. Korean residents are not permitted to sell foreign securities (e.g., shares of Common Stock) through non-Korean brokers or deposit funds resulting from the sale of shares of Common Stock in an account with an overseas financial institution. Korean residents that wish to sell shares of Common Stock acquired under the ESPP should transfer the shares of Common Stock to a domestic investment broker in Korea and sell the shares of Common Stock through such broker. Korean residents are solely responsible for engaging the domestic broker. Non-compliance with the requirement to sell shares of Common Stock through a domestic broker can result in significant penalties. Because regulations may change without notice, Korean residents should consult with a legal advisor to ensure compliance with any regulations applicable to any aspect of their participation in the ESPP.

#### *Notifications*

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (*i.e.*, non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500,000,000 (or an equivalent amount in foreign currency) on any month-end date during a calendar year.

**Power of Attorney**

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, an employee working for Workday Korea Limited, a company organized under the laws of the Republic of Korea with principal offices at 27<sup>th</sup> Floor, Trade Tower, 511 Young Dong Street, Gangnam-gu, Seoul 06164, Republic of Korea, does hereby appoint attorney-in-fact, Workday Korea Limited, through its duly appointed representative, with full power and authority to do the following:

1. To prepare, execute and file any report/application and all other documents required for implementation of the Workday Inc. 2012 Amended and Restated Employee Stock Purchase Plan (the “**ESPP**”) in Korea;
2. To take any action that may be necessary or appropriate for implementation of the ESPP with the competent Korean authorities, including but not limited to the transfer of my payroll deductions through a foreign exchange bank; and
3. To constitute and appoint, in its place and stead, and as its substitute, one or more representatives, with power of revocation.

I hereby ratify and confirm as my own act and deed all that such representative may do or cause to be done by virtue of this instrument.

**IN WITNESS WHEREOF**, I have caused this Power of Attorney to be executed in my name this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_

(Signature)

## SPAIN

### ***Terms and Conditions***

**Nature of Grant.** This provision supplements Section 4 of the Enrollment/Change Form:

By enrolling in the ESPP, I consent to participate in the ESPP and acknowledge that I have received a copy of the ESPP.

I understand that Workday has unilaterally, gratuitously and discretely decided to grant options to purchase shares of Common Stock under the ESPP to individuals who may be employees of Workday and certain Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind Workday or any Subsidiary. Consequently, I understand that the option to purchase shares of Common Stock is granted on the assumption and condition that the option and any shares of Common Stock purchased under the ESPP are not part of any employment contract (either with Workday or any Subsidiary) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever.

In addition, I understand that the option to purchase shares of Common Stock would not be granted to me but for the assumptions and conditions referred to herein; thus, I acknowledge and freely accept that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of options to purchase shares of Common Stock shall be null and void.

Further, I acknowledge, understand and agree that my participation in the ESPP is expressly conditioned on my continued and active rendering of service, such that if my employment terminates for any reason whatsoever, my participation in the ESPP will cease immediately, effective on the date of my termination of active employment or service. In particular, I acknowledge, understand and agree that my participation in the ESPP will be immediately terminated without entitlement to purchase shares of Common Stock or to any amount of indemnification in the event of my termination of employment prior to the end of an Offering Period by reason of, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause or adjudged/recognized to be without good cause, (*i.e.*, subject to a “*despido improcedente*”), individual or collective dismissal on objective grounds, whether adjudged and/or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers’ Statute, relocation under Article 40 of the Workers’ Statute, Article 50 of the Workers’ Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

### ***Notifications***

**Securities Law Information.** The options to purchase shares of Common Stock do not qualify under Spanish law as securities. No “offer to the public,” as defined under Spanish Law, has taken place or will take place in the Spanish territory. The ESPP and the Enrollment/Change Form, including this Appendix, have not been nor will they be registered with the *Comisión Nacional del Mercado de Valores* (Spanish Securities Exchange Commission), and do not constitute a public offering prospectus.

**Exchange Control Information.** I understand that I am required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including shares of Common Stock acquired under the ESPP), and any transactions with non-Spanish residents depending on the balances in such accounts, together with the value of such instruments as of December 31st of the relevant year, or the volume of transactions with non-Spanish residents during the relevant year.

Foreign Asset/Account Reporting Information. I understand that to the extent I hold rights or assets (e.g., cash or shares of Common Stock held in a bank or brokerage account) outside Spain with a value in excess of €50,000 per type of right or asset as of December 31 each year, I am required to report information on such rights and assets on my tax return for such year. After such rights or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. The reporting must be completed by March 31 following the end of the relevant tax year. *I understand that I should consult my personal tax advisor to ensure my compliance with applicable reporting obligations.*

## SWEDEN

### ***Terms and Conditions***

Authorization to Withhold. This provision supplements Section 3 of the Enrollment/Change Form:

Without limiting the authority of Workday and/or the Employer to satisfy their withholding obligations for Tax-Related Items as set forth in Section 3 of the Enrollment/Change Form, by enrolling and participating in the ESPP, I authorize Workday to arrange for the sale of shares of Common Stock acquired upon exercise of the option and to use the proceeds of such sale to satisfy Tax-Related Items, regardless of whether Workday and/or the Employer have an obligation to withhold such Tax-Related Items.

## SWITZERLAND

### ***Notifications***

Securities Law Information. Neither this document nor any other materials relating to the ESPP constitute a prospectus according to articles 35 et. seq. of the Swiss Federal Act on Financial Services (“FinSA”), and neither this document nor any other materials relating to the ESPP may be publicly distributed or otherwise made publicly available to any person other than an employee of Workday or any of its Subsidiaries. Further, neither this document nor any other offering or marketing material relating to the grant of options under the ESPP have been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (FINMA)).

Foreign Asset/Account Reporting Information. I understand that I am required to declare all of my foreign bank and brokerage accounts in which I hold cash or securities, including the accounts that were opened and/or closed during the tax year, as well as any other assets, on an annual basis on my tax return (*Wertschriftenverzeichnis*).

## TAIWAN

### ***Notifications***

Securities Law Information. The offer of participation in the ESPP is available only to eligible Employees. The offer of participation in the ESPP is not a public offer of securities by a Taiwanese company. Therefore, it is exempt from registration in Taiwan.

Exchange Control Information. Taiwanese residents may acquire and remit foreign currency in relation to the ESPP into Taiwan through an authorized foreign exchange bank in an amount of up to USD 5 million per year. If the transaction amount is TWD 500,000 or more in a single transaction, a foreign exchange transaction form and other supporting documentation may need to be submitted to the remitting bank.

## THAILAND

### *Notifications*

Exchange Control Information. Unless an applicable exemption is available, Thai residents must repatriate any funds received from participating in the ESPP (such as proceeds from the sale of shares of Common Stock and any cash dividends received in relation to such shares) to Thailand immediately upon receipt if the amount of funds received in a single transaction is US\$1,000,000 or more. Within 360 days of being remitted to Thailand, the funds must be either converted to Thai Baht or deposited into a foreign currency deposit account maintained by a bank in Thailand. In addition, the details of the foreign currency transaction, including the Thai resident's identification information and the purpose of the transaction, must be provided to the authorized agent.

I acknowledge that if I do not comply with these obligations, I may be subject to penalties assessed by the Bank of Thailand. I understand that, because exchange control regulations change frequently and without notice, I should consult a legal advisor before selling shares of Common Stock to ensure compliance with current regulations. I further understand that it is my responsibility to comply with exchange control laws in Thailand, and neither Workday nor the Employer will be liable for any fines or penalties resulting from my failure to comply with applicable laws.

## UNITED KINGDOM

### *Terms and Conditions*

Responsibility for Taxes. This provision supplements Section 3 of the Enrollment/Change Form:

Without limitation to Section 3 of the Enrollment/Change Form, I agree that I am liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by Workday or, if different, the Employer or by HM Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). I also agree to indemnify and keep indemnified Workday and, if different, the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on my behalf.

Notwithstanding the foregoing, if I am an executive officer of Workday (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that I am an executive officer and income tax is not collected from or paid by me within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to me on which additional income tax and national insurance contributions ("NICs") may be payable. I understand that I will be responsible for reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying Workday or the Employer (as applicable) for the value of any employee NICs due on this additional benefit, which Workday or the Employer may obtain from me by any of the means referred to in the ESPP or Section 3 of the Enrollment/Change Form.

### *Notifications*

Securities Law Information. Workday has prepared and made available an Information Document in reliance on an exemption from prospectus requirements that may otherwise apply to the offer of the ESPP in the United Kingdom. The Information Document is available at <https://workspace.workdayinternal.com/home/quick-resources/stock-equity/espp-questions-and-answers/employees-understanding-your-equity>.

## SUBSIDIARIES AS OF JANUARY 31, 2024

<b>Name</b>	<b>Jurisdiction</b>
Adaptive Insights Co., Ltd.	Japan
Adaptive Insights Limited	United Kingdom
Adaptive Insights LLC	Delaware
Adaptive Insights Pty Ltd.	Australia
Adaptive Insights, Ltd.	Canada
'Alohi Insurance, Inc.	Hawaii
Canada Workday ULC	Canada
Peakon ApS	Denmark
Peakon Ltd	United Kingdom
PT Workday Indonesia Services	Indonesia
Scout RFP LLC	Delaware
Tri-Valley Resellers, LLC	Delaware
Vineyard Sound, LLC	Delaware
UI Flow, Inc.	Delaware
VNDLY LLC	Delaware
VNDLY UK Limited	United Kingdom
Workday (Beijing) Co., Ltd.	China
Workday (NZ) Unlimited	New Zealand
Workday (Thailand) Co., Ltd.	Thailand
Workday (UK) Limited	United Kingdom
Workday Asia Pacific Limited	Hong Kong
Workday Australia Pty Ltd	Australia
Workday Austria GmbH	Austria
Workday B.V.	The Netherlands
Workday Belgium	Belgium
Workday Cost Rica SRL	Costa Rica
Workday CZ s.r.o	Czech Republic
Workday Denmark ApS	Denmark
Workday España SL	Spain
Workday Finland Oy	Finland
Workday France	France
Workday Global, Inc.	Delaware
Workday GmbH	Germany
Workday India Private Limited	India
Workday Italy S.r.l.	Italy
Workday K.K.	Japan
Workday Korea Limited	South Korea
Workday Latvia SIA	Latvia
Workday Limited	Ireland
Workday Limited - Liechtenstein Branch Office	Ireland/Liechtenstein
Workday Limited - South Korea Branch	Ireland/South Korea
Workday Malaysia Sdn. Bhd.	Malaysia
Workday Mexico, S. de R.L. de C.V.	Mexico
Workday Norway AS	Norway
Workday Polska sp. z.o.o	Poland
Workday Singapore Pte. Ltd.	Singapore
Workday South Africa (Pty) Ltd	South Africa
Workday Sweden Aktiebolag	Sweden
Workday Switzerland GmbH	Switzerland
Workday Taiwan Limited	Taiwan
Zimit LLC	Delaware

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- Registration Statement (Form S-8 No. 333-226907) pertaining to the Adaptive Insights, Inc. 2013 Equity Incentive Plan;
- Registration Statement (Form S-8 No. 333-265766) pertaining to the 2022 Equity Incentive Plan and the Amended and Restated 2012 Employee Stock Purchase Plan of Workday, Inc., and
- Registration Statement (Form S-3 No. 333-272372) of Workday, Inc.

of our reports dated March 8, 2024, with respect to the consolidated financial statements of Workday, Inc. and the effectiveness of internal control over financial reporting of Workday, Inc. included in this Annual Report (Form 10-K) of Workday, Inc. for the year ended January 31, 2024.

/s/ Ernst & Young LLP

San Francisco, California  
March 8, 2024

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

I, Carl Eschenbach, certify that:

1. I have reviewed this Annual Report on Form 10-K of Workday, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers 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 officers 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: March 8, 2024

By: /s/ Carl Eschenbach

Carl Eschenbach  
Chief Executive Officer  
(Principal Executive Officer)



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

I, Zane Rowe, certify that:

1. I have reviewed this Annual Report on Form 10-K of Workday, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers 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 officers 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: March 8, 2024

By: /s/ Zane Rowe  
Zane Rowe  
Chief Financial Officer  
(Principal Financial Officer)

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

I, Carl Eschenbach, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Annual Report of Workday, Inc. on Form 10-K for the fiscal year ended January 31, 2024, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in such Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Workday, Inc.

Date: March 8, 2024

By: /s/ Carl Eschenbach

Carl Eschenbach  
Chief Executive Officer  
(Principal Executive Officer)

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

I, Zane Rowe, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Annual Report of Workday, Inc. on Form 10-K for the fiscal year ended January 31, 2024, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in such Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Workday, Inc.

Date: March 8, 2024

By: /s/ Zane Rowe  
Zane Rowe  
Chief Financial Officer  
(Principal Financial Officer)

# WORKDAY, INC.

## COMPENSATION RECOVERY POLICY

*(Adopted and approved on September 7, 2023, and effective as of October 2, 2023)*

As part of its commitment to promoting high standards of ethical business conduct and compliance with applicable laws, rules, and regulations, the Board has adopted this Policy. This Policy is designed to comply with the applicable rules of the Exchange and Rule 10D-1 of the Exchange Act and explains when the Company will be required to seek recovery of certain incentive-based compensation awarded or paid to specified current and former Executive Officers. Capitalized terms are defined in Section 14.

### **1. Administration**

This Policy shall be administered by the Committee. The Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. The Committee may retain, at the Company's expense, outside legal counsel and such compensation, tax, or other consultants as it may determine are advisable for purpose of administering this Policy.

### **2. Triggering Event**

Subject to and in accordance with the provisions of this Policy, if there is a Triggering Event, the Committee will seek to recover, reasonably promptly, the Recoupment Amount from a Covered Person. Such recovery, in the case of a Triggering Event, will be made without regard to any individual knowledge or responsibility related to the Triggering Event.

### **3. Calculation of Recoupment Amount**

The Recoupment Amount will be calculated in accordance with the Final Rules, as provided in the Calculation Guidelines attached hereto as Exhibit A

### **4. Method of Recoupment**

Subject to compliance with the Final Rules and applicable law, the Committee will determine, in its sole discretion, the method for recouping the Recoupment Amount hereunder which may include, without limitation:

- i. Requiring reimbursement or forfeiture of the pre-tax amount cash Incentive-Based Compensation previously paid;
- ii. Offsetting the Recoupment Amount from any compensation otherwise owed by the Company to the Covered Person, including without limitation, any prior cash incentive payments, executive retirement benefits, wages, equity grants, or other amounts payable by the Company to Covered Person in the future;

- iii. Seeking recovery of any gain realized on the vesting, exercise, settlement, cash sale, transfer, or other disposition of any equity-based awards; and/or
- iv. Taking any other remedial and recovery action permitted by law, as determined by the Committee.

## **5. Disclosure Requirements**

The Company shall file all disclosures with respect to this Policy in accordance with the requirements of the federal securities laws, including the disclosure required by the applicable SEC filings.

## **6. Arbitration**

Any dispute, claim, or controversy arising out of or relating to this Policy shall be referred to and finally determined by arbitration, in accordance with the JAMS Comprehensive Arbitration Rules and Procedures then in effect. Any award shall be final and binding on the parties and judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The Tribunal will consist of one neutral arbitrator, to be agreed on by the parties within fourteen (14) days of the date of the Commencement Letter. If the parties fail to agree on the identity of the arbitrator within the relevant time frame, the arbitrator shall be appointed by JAMS. The place of arbitration will be Alameda County, CA. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based.

To the fullest extent permitted by law, no class or collective actions can be asserted in arbitration or otherwise. All claims, whether in arbitration or otherwise, must be brought solely in a Covered Person's individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding.

**SUBJECT TO THE ABOVE PROVISIO, ANY RIGHTS THAT A COVERED PERSON MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS ARE WAIVED. ANY RIGHTS THAT A COVERED PERSON MAY HAVE TO PURSUE OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION PERTAINING TO ANY CLAIMS BETWEEN SUCH COVERED PERSON AND THE COMPANY ARE WAIVED.**

A Covered Person is not restricted from filing administrative claims that may be brought before any government agency where, as a matter of law, such Covered Person's ability to file such claims may not be restricted. However, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims.

This clause is governed by the Federal Arbitration Act, including its procedural provisions for compelling arbitration. If, for any reason, any term of this clause is held to be invalid or unenforceable, all other valid terms and conditions herein shall be severable in nature and remain fully enforceable.

#### **7. Impracticability**

The Committee must cause the Company to recover the Recoupment Amount unless the Committee shall have previously determined in good faith that recovery is impracticable and one of the following conditions is met:

- i. The direct expense paid to a third party to assist in enforcing the policy would exceed the amount to be recovered; before concluding that it would be impracticable to recover any amount of erroneously awarded compensation based on expense of enforcement, the Company must make a reasonable attempt to recover such erroneously awarded compensation, document such reasonable attempt(s) to recover, and provide that documentation to the Exchange; or
- ii. Where recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

#### **8. Non-Exclusivity**

The Committee intends that this Policy will be applied to the fullest extent of the law. Without limitation to any broader or alternate clawback that may apply to a Covered Person, (i) the Committee may require that any employment agreement, equity award agreement, or similar agreement entered into on or after the Effective Date shall, as a condition to the grant of any benefit thereunder, require a Covered Person to agree to abide by the terms of this Policy, and (ii) this Policy will nonetheless apply to Incentive-Based Compensation as required by the Final Rules, whether or not specifically referenced in those arrangements. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any similar policy in any other Company policy, employment agreement, equity award agreement, or similar agreement and any other legal remedies or regulations available or applicable to the Company (including SOX 304). If recovery is required under both this Policy and any other policy, agreement, or other legal remedy or regulation, any amounts recovered pursuant to such alternate method may be credited toward the amount recovered under this Policy, or vice versa.

## **9. No Indemnification**

The Company shall not indemnify any Covered Persons against (i) the loss of erroneously awarded Incentive-Based Compensation or any adverse tax consequences associated with any incorrectly awarded Incentive-Based Compensation or any recoupment hereunder, or (ii) any claims relating to the Company enforcement of its rights under this Policy. For the avoidance of doubt, this prohibition on indemnification will also prohibit the Company from reimbursing or paying any premium or payment of any third-party insurance policy to fund potential recovery obligations obtained by the Covered Person directly. No Covered Person will seek or retain any such prohibited indemnification or reimbursement.

Further, the Company shall not enter into any agreement that exempts any Incentive-Based Compensation from the application of this Policy or that waives the Company's right to recovery of any erroneously awarded Incentive-Based Compensation, and this Policy shall supersede any such agreement (whether entered into before, on, or after the Effective Date).

## **10. Covered Person Acknowledgement and Agreement**

All Covered Persons subject to this Policy must acknowledge their understanding of, and agreement to comply with, the Policy by executing the certification attached hereto as Exhibit B. **Notwithstanding the foregoing, this Policy will apply to Covered Persons whether or not they execute such certification.**

## **11. Successors**

This Policy shall be binding and enforceable against all Covered Persons and their beneficiaries, heirs, executors, administrators, or other legal representatives and shall inure to the benefit of any successor to the Company.

## **12. Interpretation of Policy**

To the extent there is any ambiguity between this Policy and the Final Rules, this Policy shall be interpreted so that it complies with the Final Rules. If any provision of this Policy, or the application of such provision to any Covered Person or circumstance, shall be held invalid, the remainder of this Policy, or the application of such provision to Covered Persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Any determination under this Policy by the Committee shall be conclusive and binding on the applicable Covered Person. Determinations of the Committee need not be uniform with respect to Covered Persons or from one payment or grant to another.

## **13. Amendments; Termination**

The Committee may make any amendments to this Policy as required under applicable law, rules, and regulations, or as otherwise determined by the Committee in its sole discretion.

The Committee may terminate this Policy at any time.

## 14. Definitions

“**Board**” means the Board of Directors of the Company.

“**Clawback Period**” means the three completed fiscal years of the Company immediately preceding the earlier of (i) the date the Board, the Committee, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes (or reasonably should have concluded) that the Company is required to prepare an accounting restatement as described in this Policy; or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare an accounting restatement as described in this Policy. The “Clawback Period” also includes any transition period (that results from a change in the Company’s fiscal year) within or immediately following the three completed fiscal years identified in the preceding sentence.

“**Committee**” means the Compensation Committee of the Board, or in the absence of a committee of independent directors responsible for executive compensation decisions, a majority of the independent directors serving on the Board.

“**Company**” means Workday, Inc., a Delaware corporation, or any successor corporation.

“**Covered Person**” means any person who is, or was at any time during the Clawback Period, an Executive Officer of the Company; provided that the Committee may identify additional employees who shall be treated as Covered Persons for the purposes of this Policy with prospective effect, in accordance with the Final Rules. For the avoidance of doubt, a Covered Person may include a former Executive Officer that left the Company, retired, or transitioned to an employee role (including after serving as an Executive Officer in an interim capacity) during the Clawback Period.

“**Effective Date**” means October 2, 2023.

“**Executive Officer**” means any executive officer of the Company, including, but not limited to, those persons who are or have been determined to be “officers” of the Company within the meaning of Section 16 of Rule 16a-1(f) of the rules promulgated under the Exchange Act, and “executive officers” of the Company within the meaning of Item 401(b) of Regulation S-K, Rule 3b-7 promulgated under the Exchange Act, and Rule 405 promulgated under the Securities Act of 1933, as amended.

“**Exchange**” means the Nasdaq Global Select Market or any other national securities exchange or national securities association in the United States on which the Company has listed its securities for trading.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Final Rules**” means the final rules promulgated by the SEC under Section 954 of the Dodd-Frank Act, Rule 10D-1, and Exchange listing standards, as may be amended from time to time.



“**Financial Reporting Measure**” are measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures that are derived wholly or in part from such measures. Stock price and TSR are also financial reporting measures. A financial reporting measure need not be presented within the financial statements or included in a filing with the SEC.

“**Incentive-Based Compensation**” means any compensation that is granted, earned, or vested based wholly or in part on the attainment of any Financial Reporting Measure.

“**Policy**” means this Compensation Recovery Policy.

Incentive-Based Compensation is deemed “**Received**” in the Company’s fiscal period during which the relevant Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, irrespective of whether the payment or grant occurs on a later date or if there are additional vesting or payment requirements, such as time-based vesting or certification or approval by the Compensation Committee or Board, that have not yet been satisfied.

“**Recoupment Amount**” means the amount of any Incentive-Based Compensation (calculated on a pre-tax basis) Received by a Covered Person during the Clawback Period that is in excess of the amount that otherwise would have been Received if the calculation were based on the restatement. For the avoidance of doubt Recoupment Amount does not include any Incentive-Based Compensation Received by a person (i) before such person began service in a position or capacity meeting the definition of an Executive Officer, (ii) who did not serve as an Executive Officer at any time during the performance period for that Incentive-Based Compensation, (iii) during any period the Company did not have a class of its securities listed on a national securities exchange or a national securities association, or (iv) prior to the Effective Date.

“**SARs**” means stock appreciation rights.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**SOX 304**” means Section 304 of the Sarbanes-Oxley Act of 2002.

“**Triggering Event**” means any event in which the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (commonly referred to as “Big R” restatements), or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (commonly referred to as “little r” restatements).

“**TSR**” means total stockholder return.

## **EXHIBIT A**

### **Calculation Guidelines**

For purposes of calculating the Recoupment Amount:

- i. For cash awards, the erroneously awarded compensation is the difference between the amount of the cash award (whether payable as a lump sum or over time) that was received and the amount that should have been received applying the restated Financial Reporting Measure.
- ii. For cash awards paid from bonus pools, the erroneously awarded compensation is the pro rata portion of any deficiency that results from the aggregate bonus pool that is reduced based on applying the restated Financial Reporting Measure.
- iii. For equity awards, if the shares, options, restricted stock units, or SARs are still held at the time of recovery, the erroneously awarded compensation is the number of such securities received in excess of the number that should have been received applying the restated Financial Reporting Measure (or the value of that excess number). If the options or SARs have been exercised, but the underlying shares have not been sold, the erroneously awarded compensation is the number of shares underlying the excess options or SARs (or the value thereof). If the underlying shares have been sold, the Company may recoup proceeds received from the sale of shares.
- iv. For Incentive-Based Compensation based on stock price or TSR, where the amount of erroneously awarded compensation is not subject to mathematical recalculation directly from the information in an accounting restatement:
  - a. The amount must be based on a reasonable estimate of the effect of the accounting restatement on the stock price or TSR upon which the Incentive-Based Compensation was Received; and
  - b. The Company must maintain documentation of the determination of that reasonable estimate and the Company must provide such documentation to the Exchange in all cases.

## EXHIBIT B

### Certification

I certify that:

1. I have read and understand Workday, Inc.'s (the "**Company**") Compensation Recovery Policy (the "**Policy**"). I understand that the Chief Legal Officer is available to answer any questions I have regarding the Policy.
2. I understand that the Policy applies to all of my existing and future compensation-related agreements with the Company, whether or not explicitly stated therein.
3. I agree that notwithstanding the Company's certificate of incorporation, bylaws, and any agreement I have with the Company, including any indemnity agreement I have with the Company, I will not be entitled to, and will not seek indemnification from the Company for, any amounts recovered or recoverable by the Company in accordance with the Policy.
4. I understand and agree that in the event of a conflict between the Policy and the foregoing agreements and understandings on the one hand, and any prior, existing, or future agreement, arrangement, or understanding, whether oral or written, with respect to the subject matter of the Policy and this Certification, on the other hand, the terms of the Policy and this Certification shall control, and the terms of this Certification shall supersede any provision of such an agreement, arrangement, or understanding to the extent of such conflict with respect to the subject matter of the Policy and this Certification.
5. I agree to abide by the terms of the Policy, including, without limitation, by returning any erroneously awarded Incentive-Based Compensation to the Company to the extent required by, and in a manner permitted by, the Policy and as may be determined by the Committee.

Signature:

Name:

Title:

Date: