

# **SUMMARY PLAN DESCRIPTION**

Workday, Inc. 401(k) Plan

Effective January 1, 2024

## Workday, Inc. 401(k) Plan

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## Summary Plan Description Overview

### Workday, Inc. 401(k) Plan

The Workday, Inc. 401(k) Plan (the “Plan”) of Workday, Inc. has been amended as of 7/15/2024 . This Plan is intended to be a qualified retirement plan under the Internal Revenue Code.

The purpose of the Plan is to enable eligible Employees to save for retirement. As well as retirement benefits, the Plan provides certain benefits in the event of death, disability, or other termination of employment. The Plan is for the exclusive benefit of eligible Employees and their Beneficiaries.

This booklet is called a Summary Plan Description (“SPD”) and it contains a summary in understandable language of your rights and benefits under the Plan.

***This SPD is a brief description of the principal features of the Plan document and trust agreement and is not meant to interpret, extend or change these provisions in any way. The Plan document and trust agreement shall govern if there is a discrepancy between this SPD and the actual provisions of the Plan.***

This SPD describes some of the federal tax implications of your participation in the Plan, transactions made within your Account, and distributions you may receive from the Plan. The state tax implications of your participation and these transactions should be determined based on an examination of appropriate state law. Please consult with your tax advisor if you have any questions regarding federal or state tax law.

## I. DEFINITIONS

This section contains definitions of some of the terms that may be used in this SPD. If the first letter of any of the terms defined below is capitalized when it is used within this SPD, then it represents the indicated defined term.

### **A. Account**

An Account shall be established by the Trustee to record contributions made on your behalf and any related income, expenses, gains or losses. It may also be referred to as an Account balance.

### **B. Beneficiary**

This is the person or persons (including a trust) you designate, or who are identified by the Plan document if you fail to designate or improperly designate, who will receive your benefits in the event of your death. You may designate more than one Beneficiary.

### **C. Compensation**

This is the taxable compensation paid to an Employee for a Plan Year reportable by the Employer on IRS Form W-2.

Compensation does not include reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, unused leave, and welfare benefits and including salary reduction contributions you made to an employer-sponsored cafeteria, qualified transportation fringe, simplified employee pension, 401(k), 457(b) or 403(b) plan, amounts paid to you for services you performed while you were not an eligible Employee, the taxable value of any restricted stock or any qualified or nonqualified Stock options, gift cards, in-kind compensation payments, taxable relocation expenses or allowances, gain on the disposition of an incentive stock option (ISO), gain on the disposition of a non-qualifying stock option (NQSO), income on the vesting of a restricted stock unit (RSU), performance restricted stock unit (PRSU), restricted stock award (RSA), or gain on the disqualifying disposition of stock from an employee stock purchase plan (ESPP).

Compensation for your first year of eligible Plan participation will be based upon eligible Compensation paid for the entire Plan Year. Tax laws limit the amount of Compensation that may be taken into account each Plan Year; the maximum amount for the 2024 Plan Year is \$345,000.

### **D. Deferral Contribution**

This is a contribution taken directly from the pay of an Employee and contributed to the Plan, subject to certain limits (described below). The Plan permits you to make both pre-tax and certain after-tax (Roth) Deferral Contribution amounts.

### **E. Disability**

Under the Plan, you are disabled if you meet the following criteria: you are eligible for Social Security disability benefits.

### **F. Employee**

An Employee is an individual who is employed by the Employer and paid by the Employer's federal tax identification number identified below, as a common law employee or, in certain cases, as a leased employee and is not terminated.

### **G. Employer**

Workday, Inc. The Employer's federal tax identification number is: 20-2480422

### **H. ERISA**

The Employee Retirement Income Security Act of 1974 (ERISA, as amended), which identifies the rights of Participants and Beneficiaries covered by a qualified retirement plan.

### **I. Highly Compensated Employee**

An Employee who (i) at any time during the current or prior year owns, or are considered to own, more than five percent of the Employer, or (ii) received Compensation from the Employer during the prior year in excess of \$155,000, as adjusted, and is in the top paid group consisting of the top 20% of employees ranked by compensation.

### **J. Internal Revenue Code**

The Internal Revenue Code of 1986, as amended.

**K. Non-Highly Compensated Employee**

An Employee who is not a Highly Compensated Employee.

**L. Participant**

An eligible Employee who has satisfied the eligibility and entry date requirements of the Plan and is eligible to participate in the Plan, or a formerly eligible Employee who has an Account balance remaining in the Plan.

**M. Plan Administrator**

Workday, Inc. The Plan Administrator is responsible for the administration of the Plan and its duties are identified in the Plan document. In general, the Plan Administrator is responsible for providing you and your Beneficiaries with information about your rights and benefits under the Plan.

**N. Plan Sponsor**

Workday, Inc.

**O. Plan Year**

The Plan Year is the twelve-month period ending on the last day of December.

**P. Qualified Military Service**

Qualified Military Service is service in the uniformed services of the United States that results in the Participant having a right of reemployment with the Employer under federal law.

**Q. Service of Process**

The Plan's agent for service of legal process is the Plan Administrator.

**R. Trustee**

Fidelity Management Trust Company. The trustee's duties are identified in the trust agreement and relate only to the assets in its possession.

**II. PARTICIPATION**

**A. Eligibility Requirements**

You are eligible to participate in the Plan if you are an Employee.

However, you are not eligible to participate if you are:

- a resident of Puerto Rico;
- a leased Employee; or
- an independent contractor.

You will become eligible to participate in the Plan immediately upon meeting all eligibility requirements (the "entry date").

Service with the following predecessor employer, shall be counted for eligibility purposes: Any employer purchased as part of a stock or asset acquisition by Workday, Inc.

Once you become a Participant you are eligible to participate in the Plan until you terminate your employment with your Employer and all employers participating in the Plan or become a member of a class of Employees excluded from the Plan. If you terminate your employment after you have met the eligibility requirements, and are later re-employed by the Employer, you will again be eligible to participate in the Plan when you complete one hour of service.

**III. CONTRIBUTIONS**

After you satisfy the participation requirements in Section II of this SPD, you will be eligible to make Deferral Contributions. In addition, your Employer may make matching contributions to your Account. The type(s) of contributions available under the Plan are described in this section.

## **A. Deferral Contributions**

You may elect to defer a percentage of your Compensation into the Plan once you become a Participant. The percentage of your Compensation you elect will be withheld from each payroll and contributed to an Account in the Plan on your behalf. The percentage you defer is subject to an annual limit of the lesser of 75% of Compensation or \$23,000 (in 2024; thereafter as adjusted by the Secretary of the Treasury) in a calendar year. If you elect to make a Deferral Contribution to the Plan, you must defer at least 1% of your Compensation.

You will be eligible to designate some or all of your Deferral Contribution as a Roth (after-tax) Deferral Contribution at the time you make your deferral election. Once made, this election will be irrevocable (that is, Roth Deferral Contributions cannot later be re-characterized as pre-tax Deferral Contributions). If you elect to make Roth Deferral Contributions, the amount of your contribution will be included in your income for tax purposes, and the income tax withholding amounts will be deducted from the remainder of your pay, not from the Roth Deferral Contribution amount.

For example, if you have annual Compensation of \$30,000 and elect to make a Roth Deferral Contribution to the Plan equal to 5% of your Compensation, your Roth Deferral Contribution to the Plan will equal \$1,500 (5% of \$30,000). The tax withholding applicable to the amount you have elected to contribute to the Plan as a Roth Deferral Contribution will be applied against the remainder of your Compensation.

Except with respect to the income taxation of Roth Deferral Contributions at the time of contribution (described above) and to the distribution of amounts attributable to Roth Deferral Contributions (described below), Roth Deferral Contributions are subject to the same rules applicable to pre-tax Deferral Contributions. For example, pre-tax and Roth Deferral Contributions are added together to determine whether you have reached the Federal tax law limit on Deferral Contributions (\$23,000 in 2024 for those not eligible to make age 50 and over catch-up contributions) or the Plan's deferral limit. If you have participated in more than one employer-sponsored qualified plan during the year, the Federal tax law limit on Deferral Contributions is your personal limit across all plans, and you should promptly inform the Plan Administrator of any contributions you made outside of this Plan.

Your Deferral Contributions cannot be forfeited for any reason, however, there are special Internal Revenue Code rules that must be satisfied and may require that some of your contributions be returned to you in certain situations. The Plan Administrator will notify you if any of your contributions will be returned. You may increase or decrease the amount you contribute as of the beginning of each payroll period. You may also completely suspend your contributions which you may resume as of the first day of the beginning of each payroll period. If you want to increase, decrease, suspend, or resume your Deferral Contributions, please contact Fidelity.

You may create an annual increase program to gradually raise your contribution rate each year.

## **B. Age 50 and Over Catch-Up Contributions**

Participants who are projected to be age 50 or older by the end of the taxable year and who are making Deferral Contributions to the Plan may also make an additional catch-up contribution of up to \$7,500 (in 2024; thereafter as adjusted by the Secretary of the Treasury). No more than 75% of your Compensation may be deferred as a catch-up contribution.

## **C. Employee After-Tax Contributions**

After you satisfy the Plan's eligibility and entry date requirements, you may elect to contribute a percentage of your eligible compensation into the Plan on an after-tax basis. You may contribute a percentage of eligible compensation up to an annual maximum of 75%. However, there are special Internal Revenue Code rules which must be satisfied and the maximum amount you may contribute may be a lower percentage. The Plan Administrator will notify you if any of your contributions will be returned. Your Employer may refuse to accept your after-tax contributions if they will have an adverse effect on the Plan's non-discrimination tests. Your after-tax contributions belong to you and cannot be forfeited for any reason.

## **D. Employer Matching Contributions**

You become eligible for matching contributions only if you make Deferral Contributions. For purposes of determining your matching contributions under the Plan, your Contributions will include Age 50 and Over Catch-Up Contributions. Employer matching contributions must be allocated to your Account in the Plan within prescribed legal time limits.

Your Employer may make discretionary matching contributions. Discretionary matching contributions, if made, will be computed by your Employer based on your Compensation deferred into the Plan each Plan Year.

Your Employer will communicate the amount of any discretionary matching contributions.

Interns are ineligible for matching contribution.

## **E. Other Contributions and Limitations**

### **1. Qualified Nonelective Contributions**

Your Employer may make contributions for a Plan Year designated as “qualified nonelective contributions” and allocate them to certain Non-Highly Compensated Employees to help the Plan pass one or more annually required Internal Revenue Code non-discrimination test(s). You will be 100% vested in these contributions.

### **2. Limit on Contributions**

Federal law requires that amounts contributed by you and on your behalf by your Employer for a given limitation year generally may not exceed the lesser of \$69,000 (or such amount as may be prescribed by the Secretary of the Treasury) or 100% of your annual Compensation.

The limitation year for purposes of applying the above limits is the twelve month period ending each December 31. Contributions under this Plan, along with Employer contributions under any other Employer-sponsored defined contribution plans, may not exceed the above limits. If this does occur, then excess contributions in your Account may be forfeited or refunded to you based on the provisions of the Plan document. You will be notified by the Plan Administrator if you have any excess contributions. Income tax consequences may apply on the amount of any refund you receive.

### **3. Rollover Contributions**

You can rollover part or all of an eligible rollover distribution you receive from another eligible retirement plan (a “Rollover Contribution”) into this Plan; however you will not become a Participant in the Plan until you have met the Plan’s eligibility and entry date requirements. An eligible retirement plan is a qualified plan under Internal Revenue Code Section 401(a), a 403(a) annuity plan, a 403(b) annuity contract, an eligible 457(b) plan maintained by a governmental employer, and an individual retirement account and individual retirement annuity. An eligible rollover distribution includes any distribution from an eligible retirement plan, except any distribution from an individual retirement account or an individual retirement annuity consisting of nondeductible contributions or any distribution from a 403(b) annuity contract consisting of after-tax employee contributions. Making Rollover Contributions to the Plan that consist of assets other than qualified 401(a) plan assets may result in the loss of favorable capital gains or ten year income averaging tax treatment that may otherwise be available with respect to a lump sum distribution to you from the Plan. The loss of this favorable tax treatment may also occur if you make a Rollover Contribution to the Plan that consists of qualified 401(a) plan assets under certain circumstances. If you may be eligible for this special tax treatment, you should consult your tax advisor and carefully consider the impact of making a Rollover Contribution to the Plan.

The Plan Administrator determines which Rollover Contributions are acceptable and if any Rollover Contribution fails to meet the requirements of the Plan and must be distributed. Rollover Contributions may only be made in the form of cash, allowable fund shares, or (if the Plan allows new loans) promissory notes from an eligible retirement plan. Your Rollover Contributions Account will be subject to the terms of the Plan and will always be fully vested and nonforfeitable. In general, if you receive an eligible rollover distribution as a surviving spouse of a participant or as a spouse or former spouse who is an “alternate payee” pursuant to a qualified domestic relations order (“QDRO”), you may also make a Rollover Contribution to the Plan.

The Plan will accept direct Rollover Contributions of amounts attributable to Roth contributions that you made to another qualified plan that accepted Roth Deferral Contributions and properly segregated them from other contributions. The same rules that apply to other direct Rollover Contributions apply to direct Rollover Contributions of amounts attributable to Roth Deferral Contributions, except for the income tax treatment on distribution (described below).

## **IV. INVESTMENTS**

### **A. Investments**

ERISA imposes certain duties on the parties who are responsible for the operation of the Plan. These parties, called fiduciaries, have a duty to invest plan assets in a prudent manner. However, an exception exists for plans that comply with ERISA Section 404(c) and permit a Participant to exercise control over the assets in his/her Account and choose from a broad range of investment alternatives. This Plan is intended to be an ERISA Section 404(c) plan. To the extent that you have directed the investment of assets in your Account under the Plan, you are responsible for the investment decisions you made relating to those assets and the Plan fiduciaries are not responsible for any losses resulting from your investment instructions. To assist you in making informed investment decisions, the Plan Administrator is required to provide you with certain

disclosures required under the Department of Labor's participant disclosure regulation (See DOL Regulation §2550.404a-5) initially and on an annual basis. You should contact the Plan Administrator with any questions regarding these disclosures. Fidelity is assisting the Plan Administrator in complying with this regulation and will make this disclosure notice available for you to review and access via Fidelity's website.

#### **B. Self-Directed Brokerage**

Fidelity's Self-Directed Brokerage (SDB) program (BrokerageLink) allows a wide variety of investments with a diverse fee structure. Please go online at [www.401k.com](http://www.401k.com) for more information regarding the SDB investment option.

#### **C. Statement of Account and Confirmation Statements**

The assets in the Plan are invested in available investment options and a separate Account is established for each Participant who receives and/or makes a contribution. The value of your Account is updated each business day to reflect any contributions, exchanges between investment options, investment earnings or losses for each investment option and withdrawals. Your account statement is available online through NetBenefits®, you can view and print a statement for any time period up to 24 previous months. If you do not log onto NetBenefits® a hard copy statement will automatically be mailed to you annually.

Exchanges received and confirmed before the close of the market (usually 4:00 PM (ET)) will be posted on that business day based upon the closing price of the affected investment(s). Exchanges received and confirmed after the market close will be processed on the next business day based upon the closing price of the affected investment(s) on that next business day. A confirmation of your change in the investment of your future contributions or your exchange of an existing fund will be sent to you within five business days or an online confirmation will be available. Fidelity reserves the right to change, restrict, or terminate exchange procedures to protect mutual fund shareholders.

### **V. VESTING**

You are 100% vested in all of your contributions under the Plan at all times. This means your Account is nonforfeitable.

### **VI. IN-SERVICE WITHDRAWALS AND LOANS**

You may contact Fidelity to take a withdrawal or loan from the Plan. The amount of any taxable withdrawal other than the return of your after-tax contributions that is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to 20% federal tax withholding and applicable state income taxes. A 10% Internal Revenue Code early withdrawal penalty tax may apply to the amount of your withdrawal if you are under the age of 59½ and do not meet one of the Internal Revenue Code exceptions. For information regarding the taxation of amounts attributable to Roth contributions, see the Distribution of Benefits section of the SPD.

The following types of withdrawals are available under the Plan while you are still working:

#### **A. Hardship Withdrawals**

As an Employee, you may apply to withdraw certain contributions to satisfy specific and heavy financial needs. In accordance with Internal Revenue Service regulations, you must first exhaust all other assets reasonably available to you prior to obtaining a hardship withdrawal. This includes obtaining any in-service withdrawal(s) available from your Account. Your hardship application may be made directly through Fidelity and is generally subject to an electronic approval process. You will be required to provide information specific to the hardship reason selected; you must retain documentation required to substantiate your hardship as the Plan reserves the right to request copies of such documentation. The minimum hardship withdrawal is \$500. Hardship withdrawals will be subject to the 10% nonperiodic income tax withholding rate unless you elect out of the withholding.

If you qualify, you may apply for a hardship withdrawal to satisfy the following needs: (1) medical expenses for you, your spouse, children, dependents or a primary beneficiary designated by you under the Plan; (2) the purchase of your principal residence; (3) to prevent your eviction from, or foreclosure on, your principal residence; (4) to pay for post-secondary education expenses (tuition, related educational fees, room and board) for you, your spouse, children, dependents or a primary beneficiary designated by you under the Plan for the next twelve months; (5) to make payments for burial or funeral expenses for your deceased parent, spouse, child, dependent or a primary beneficiary designated by you under the Plan; (6) to pay expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Section 165 of the Internal Revenue Code (without regard to whether your residence is located in a Federal Emergency Management

Agency (FEMA) declared disaster area as described in section 165(h)(5) or whether the loss exceeds 10% of adjusted gross income); (7) expenses and losses (including loss of income) you incurred on account of a disaster declared by FEMA, provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or any other immediate and heavy financial need as determined based on Internal Revenue Service regulations.

Hardship withdrawals may only be made from amounts in your Account attributable to Deferral Contributions (both pre-tax and Roth), Employer Matching Contributions, or qualified nonelective contributions (QNEC).

#### **B. Withdrawals After Age 59½**

If you have reached age 59½, then you may elect to withdraw all or a portion of your entire vested Account while you are still employed by your Employer.

#### **C. Withdrawals of After-Tax Contributions**

If you have previously made after-tax contributions then you may elect to withdraw all or a portion of your Account attributable to those contributions. There is no limit on the number of withdrawals of this type.

#### **D. Withdrawals of Rollover Contributions**

If you have a balance in your Account attributable to rollover contributions, you may elect to withdraw all or a portion of it. There is no limit on the number of withdrawals of this type.

#### **E. Qualified Reservist Distribution**

If you have been called to active military duty for more than 179 days or for an indefinite period, you may elect to withdraw your Deferral Contributions during your active duty period. The withdrawal will not be subject to the 10% early withdrawal penalty tax. You may also elect to repay the distribution to an IRA within two years after the end of your active duty period.

#### **F. Active Military Distribution**

If you are performing Qualified Military Service for a period of greater than 30 days, you may elect to withdraw your Deferral Contributions and Qualified Nonelective Contributions during your active duty period. You will be suspended from making any contributions for 6 months following the distribution and the withdrawal may be subject to the 10% early withdrawal penalty tax.

#### **G. Roth In-Plan Conversion: Distributable Amounts**

Unless you have terminated employment, you may elect to have certain vested assets converted to be considered designated Roth contributions for Plan purposes. Only assets eligible for rollover distribution may be converted. Tax implications (including those triggered by early distribution) inherent to designated Roth balances, as well as any other restrictions on in-service withdrawals under the Plan, will apply to the converted assets.

#### **H. Roth In-Plan Conversion: Non-distributable Amounts**

Unless you have terminated employment, you may elect to have certain vested (but not otherwise distributable assets) held on a pre-tax basis converted to be considered designated Roth contributions for Plan purposes. Tax implications (including those triggered by early distribution) inherent to designated Roth balances, as well as any other restrictions on in-service withdrawals under the Plan, will apply to the converted assets. Sub-accounts available for this transaction:

- Base Pay Pre-Tax 401k
- Variable Pay Pre-Tax 401k
- Company Match

#### **I. Participant Loans**

Loans from your vested Account balance shall be made available to all qualifying Participants on a reasonably equivalent basis. Loans are not considered distributions and are not subject to Federal or state income taxes, provided they are repaid as required. While you do have to pay interest on your loan, both the principal and interest are deposited in your Account. You can obtain more information about loans in the Plan's Loan Procedures supplied by the Plan Administrator (attached at the end of this SPD).

## **VII. DISTRIBUTION OF BENEFITS**

### **A. Eligibility For Benefits**

Other than the in-service withdrawals described above, a distribution from the Plan can be made to you only if you have a “distributable event” (described below). Your Beneficiary or Beneficiaries may request a distribution of your vested Account balance in the event of your death. The value of your Account balance will continue to increase or decrease, as appropriate, based on the investment returns until it is distributed.

You may defer receipt of your distribution until a later date. However, you cannot postpone it if your vested Account balance is \$1,000 or less, in which case the Plan Administrator will direct the Trustee to distribute it to you as a lump sum distribution without your consent. Your consent will be required for any distribution if your vested Account balance is greater than \$1,000; however, if your vested Account balance exceeds \$1,000, you may delay your distribution only until you are required by law to receive Required Minimum Distributions.

Prior to such distribution you still have the right to request that the amount be distributed directly to you in the form of a lump sum payment or to request that it be rolled-over to a different IRA provider or another retirement plan eligible to receive rollover contributions.

You should consult with your tax advisor to determine the financial impact of your situation before you request a distribution. You may apply for a distribution by contacting Fidelity.

### **B. Distributable Events**

You are eligible to request a distribution of your vested Account balance based on any of the following events:

#### **1. Death**

If you are a Participant in the Plan and die, your vested Account balance, if any, will be paid to your designated Beneficiary or Beneficiaries. You may designate a Beneficiary or Beneficiaries online through the Fidelity website, however, if you are married and want to designate someone other than your spouse as your primary Beneficiary, you must print a form from the website and your spouse must consent to this designation by signing the form. His/her signature must be witnessed as described on the form.

#### **2. Disability**

If you meet the definition of Disability under the Plan while you are employed by the Employer or a related employer, you may request a distribution of your Account balance only if you terminate your employment with the Employer and all related employers.

#### **3. Retirement Age**

You may request a distribution once you attain normal retirement age of 65, even if you are still working for the Employer.

#### **4. Required Minimum Distributions**

Unless you are a more than 5% owner of the Employer, you are required by law to receive a Required Minimum Distribution (RMD) from the Plan no later than April 1 of the calendar year following the calendar year you turn the RMD age or terminate your employment, whichever is later. If you are a more than five percent owner of the Employer, you must start receiving your distribution no later than April 1 of the calendar year following the calendar year you turn the RMD age. Once you start receiving your RMD, you should receive it at least annually until all assets in your Account are distributed. The RMD age varies based on your date of birth: age 70½ (if you were born before July 1, 1949), age 72 (if you were born after June 30, 1949), or after age 73 (if you were born on or after January 1, 1950).

#### **5. Termination of Employment**

If you terminate your employment with the Employer and all related employers, you may elect to receive a distribution of your vested Account balance from the Plan.

### **C. Form of Payments**

#### **1. Lump Sum Distributions**

Your entire vested Account balance will be paid to you in a single sum distribution or other form of distribution that you elect.

### **a. Non-rollover Distribution**

Any distribution paid directly to you will be subject to mandatory Federal income tax withholding of 20% of the taxable distribution and the remaining amount will be paid to you. You cannot elect out of this tax withholding but you can avoid it by electing a direct rollover distribution as described below. This withholding is not a penalty but a prepayment of your Federal income taxes.

Subject to certain exceptions (for example, with respect to a distribution of excess Deferral Contributions to Highly Compensated Employees due to nondiscrimination test results), the entire amount of your Account under the Plan attributable to Roth contributions will be distributed to you free from Federal income tax (including the earnings portion) if the distribution occurs after the five taxable year period beginning with the first taxable year you made a designated Roth contribution to the Plan (or to a plan you previously participated in, if earlier, if amounts attributable to those previous Roth contributions were directly rolled over to this Plan), provided the distribution is also made:

- On or after you attain age 59 ½ or
- To your beneficiary (or estate) on or after your death; or
- Pursuant to your being disabled.

You may rollover the taxable distribution you receive to an Individual Retirement Account (IRA) or your new employer's qualified plan, if it accepts rollover contributions and you roll over this distribution within 60 days after receipt. You will not be taxed on any amounts timely rolled over into the IRA or your new employer's qualified plan until those amounts are later distributed to you. Any amounts not rolled over may also be subject to certain early withdrawal penalties prescribed under the Internal Revenue Code.

### **b. Direct Rollover Distribution**

You may request that your entire distribution be rolled directly into a Fidelity IRA, a non-Fidelity IRA or to your new employer's qualified plan if it accepts rollover contributions. Federal income taxes will not be withheld on any direct rollover distribution.

- (1) **Rollover to Fidelity IRA** - Once you have set up a Fidelity Rollover IRA account, you may request that your vested Account balance be transferred to that account.
- (2) **Rollover to Non-Fidelity IRA** - A check will be issued by the Trustee payable to the IRA custodian or trustee for your benefit. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the custodian or trustee.
- (3) **Rollover to your New Employer's Qualified Plan** – You should check with your new employer to determine if its plan will accept rollover contributions. If allowed, then a check will be issued by the Trustee payable to the trustee of your new employer's qualified plan. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the new trustee.

### **c. Combination Non-rollover Distribution and Direct Rollover**

You may request that part of your distribution be paid directly to you and the balance rolled into an IRA, your new employer's retirement plan, or a 403(a) annuity.

You will pay income tax on the amount of any taxable distribution you receive from the Plan unless it is rolled into an IRA or your new employer's qualified plan. A 10% IRS early distribution penalty tax may also apply to your taxable distribution unless it is rolled into an IRA or another qualified plan. The 20% Federal income tax withheld under this section may not cover your entire income tax liability. In the case of a combination distribution, if any portion of the eligible rollover distribution consists of after-tax contributions, the amount paid directly to you will be considered to consist completely of after-tax contributions before any after-tax contributions are attributed to the portion paid as a direct rollover. Consult with your tax advisor for further details.

## **2. Partial Withdrawals following Termination of Employment**

Withdrawals of any portion of your vested balance will be available to you after you have terminated your employment.

### **3. Installment Distributions**

Your vested Account balance may be paid to you over a period of time. You may elect annual or more frequent installments. You may elect to receive a lump sum distribution after you start to receive installment distributions. The direct rollover distribution rules referred to in the lump sum distribution section also apply to installment distributions.

## **VIII. MISCELLANEOUS INFORMATION**

### **A. Benefits Not Insured**

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this particular Plan. You will only be entitled to the vested benefits in your Account based upon the provisions of the Plan and the value of your Account will be subject to investment gains and losses.

### **B. Attachment of Your Account**

Your Account may not be attached, garnished, assigned or used as collateral for a loan outside of this Plan except to the extent required by law. Your creditors may not attach, garnish or otherwise interfere with your Account balance except in the case of a proper Internal Revenue Service tax levy or a Qualified Domestic Relations Order (QDRO). A QDRO is a special order issued by the court in a divorce, child support or similar proceeding. In this situation, your spouse, or former spouse, or someone other than you or your Beneficiary, may be entitled to a portion or all of your Account balance based on the court order. Participants and Beneficiaries can obtain, without a charge, a copy of QDRO procedures either by accessing the [qdro.fidelity.com](http://qdro.fidelity.com) website, or by calling Fidelity. A fee will be assessed for each new QDRO order, please reference the QDRO procedures documentation for a description of the fee.

### **C. Plan-to-Plan Transfer of Assets**

The Plan Sponsor may direct the Trustee to transfer all or a portion of the assets in the Account of designated Participants to another plan or plans maintained by your Employer or other employers subject to certain restrictions. The plan receiving the Trust Funds must contain a provision allowing the transfer and preserve any benefits required to be protected under existing laws and regulations. In addition, a Participant's vested Account balance may not be decreased as a result of the transfer to another plan.

### **D. Plan Amendment**

The Plan Sponsor reserves the authority to amend certain provisions of the Plan by taking the appropriate action. However, any amendment may not eliminate certain forms of benefits under the Plan or reduce the existing vested percentage of your Account balance derived from Employer contributions.

### **E. Plan Termination**

The Employer has no legal or contractual obligation to make annual contributions to or to continue the Plan. The Plan Sponsor reserves the right to terminate the Plan at any time by taking appropriate action as circumstances may dictate. In the event the Plan should terminate, each Participant affected by such termination shall have a vested interest in his Account of 100 percent. The Plan Administrator will facilitate the distribution of Account balances in single lump sum payments to each Participant in accordance with Plan provisions until all assets have been distributed by the Trustee. Upon termination, and to the extent that your Account is not already 100% vested, your Account will automatically become 100% vested.

### **F. Interpretation of Plan**

The Plan Administrator has the power and discretionary authority to construe the terms of the Plan based on the Plan document, existing laws and regulations and to determine all questions that arise under it. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited services, and retirement, or to interpret any other term contained in Plan documents. The Plan Administrator's interpretations and determinations are binding on all Participants, Employees, former Employees, alternate payees and Beneficiaries.

### **G. Electronic Delivery**

This SPD and other important Plan information may be delivered to you through electronic means. This SPD contains important information concerning the rights and benefits of your Plan. If you receive this SPD (or any other Plan information) through electronic means you are entitled to request a paper copy of this document, free of charge, from the Plan

Administrator. The electronic version of this document contains substantially the same style, format and content as the paper version.

## **IX. INTERNAL REVENUE CODE TESTS**

### **A. Non-Discrimination Tests**

The Plan must pass applicable Internal Revenue Code non-discrimination tests as of the last day of each Plan Year to maintain a qualified plan. These tests are intended to ensure that the amount of contributions under the Plan do not discriminate in favor of Highly Compensated Employees. In order to meet the tests, your Employer encourages participation from all eligible Employees. Depending upon the results of the tests, the Plan Administrator may have to refund Deferral Contributions contributed to the Plan and/or vested matching contributions to certain Highly Compensated Employees, as determined under Internal Revenue Service regulations. You will be notified by the Plan Administrator if any of your contributions will be refunded to you.

In the event that the Plan Administrator distributes amounts attributable to excess Deferral Contributions to Highly Compensated Employees as a result of the non-discrimination test applicable to Deferral Contributions, a Highly Compensated Employee who made both pre-tax and Roth Deferral Contributions during the applicable year will first receive a return of amounts attributable to Pre-tax Deferral Contributions to the extent the Highly Compensated Employee made pre-tax Deferral Contributions during the applicable Plan Year. The remainder of any such distribution will come from amounts attributable to the Roth Deferral Contributions the Highly Compensated Employee made during the applicable Plan Year. The Plan may be subject to additional types of non-discrimination testing depending upon the benefits available under the Plan.

### **B. Top Heavy Test**

The Plan may be subject to the Internal Revenue Code “top-heavy” test. In that circumstance, the Plan Administrator tests this Plan, together with any qualified plan (or portion of a plan) sponsored by the Employer (or any related employer) that cover one or more key employees, to ensure that no more than 60% of the benefits are for key employees. If this Plan is top-heavy, then your Employer may be required to make a minimum annual contribution on your behalf to this, or another qualified plan sponsored by the Employer (or any related employer), if you are employed as of Plan Year-end.

## **X. PARTICIPANT RIGHTS**

### **A. Claims**

#### **1. Claims Procedures**

A participant or beneficiary may make a claim for benefits under the Plan. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact the Plan Administrator for more information. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim within 90 days after receipt of your claim. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. In the event the claim is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, a description of additional material or information necessary for the claimant to perfect the claim and an explanation of why it is required, and information about the steps that must be taken to submit a timely request for review, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review.

#### **2. Review Procedures (For Appeal of an Adverse Benefit Determination)**

You may appeal the denial of your claim made under the procedures described above within 60 days after the date following your receipt of notification of the denied claim by filing a written request for review with the Plan Administrator. This written request may include comments, documents, records, and other information relating to your claim for benefits. You shall be provided, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or

considered in the initial benefit determination. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim on review within 60 days after receipt of your appeal. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. In the event the claim on review is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, and a statement of your right to bring a civil action under Section 502(a) of ERISA.

The Plan Administrator shall provide you with written notification of the Plan's benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by you – the specific reason or reasons for the adverse determinations, reference to the specific Plan provisions on which the benefit determination is based, a statement that you are entitled to receive, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

## **B. Statement of ERISA Rights**

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

### **1. Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report each year.
- Obtain a statement telling you the fair market value of your vested, accrued benefit, as of the date for which the benefits are reported, if you stop working under the Plan now. If you do not have a right to a benefit under the Plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

### **2. Prudent Actions by Fiduciaries**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you, other Plan Participants and Beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

### **3. Enforce Your Rights**

Subject to the time limitation described below, if your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. The Plan's agent for legal service of process in the event of a lawsuit is the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

#### **4. Assistance with Your Questions**

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

#### **C. When to Bring an Action in Court**

You may file a lawsuit regarding the denial of an appeal after following the claims and review procedures above. You must file any lawsuit within 12 months after the date the Plan Administrator issued its final decision on an appeal. If you do not file a claim or exhaust the claims review process for any reason, any lawsuit must be filed within 12 months of the date of the conduct at issue in the lawsuit (which includes, among other things, the date you became entitled to any Plan benefits at issue in the lawsuit). If you fail to file a lawsuit within these timeframes, you will lose your right to bring the lawsuit at any later time.

## **XI. SERVICES AND FEES**

Fees and expenses charged under your Account will impact your retirement savings and fall into three basic categories. *Investment fees* are generally assessed as a percentage of assets invested, and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, 12b-1 fees, or management fees. Certain of these Investment fees may not apply depending upon the funds and share classes available in the Plan. You can obtain more information about such fees from the documents (e.g., a prospectus) that describe the investments available under your Plan. *Plan administration fees* cover the day-to-day expenses of your Plan for recordkeeping, accounting, legal and trustee services, as well as additional services that may be available under your Plan, such as daily valuation, telephone response systems, internet access to Plan information, retirement planning tools, and educational materials. In some cases, these costs are covered by investment fees that are deducted directly from investment returns. In other cases, these administrative fees are either paid directly by your Employer, or are passed through to the participants in the Plan, in which case a recordkeeping fee will be deducted from your Account. *Transaction-based fees* are associated with withdrawals, other transactions, or optional services offered under your Plan, and are charged directly to your Account if you take advantage of a particular Plan feature that may be available. For more information on fees associated with your Account, refer to your Account statement or contact the Plan Administrator.

## PLAN INFORMATION

<b>Plan Name</b>	Workday, Inc. 401(k) Plan
<b>Type of Plan Benefits</b>	Defined contribution retirement plan
<b>Plan Sponsor</b>	Workday, Inc. 6110 Stoneridge Mall Rd. Pleasanton, CA 94588 (925) 951-9000
<b>Employer Identification Number</b>	20-2480422
<b>Plan Administrator</b>	Workday, Inc. 6110 Stoneridge Mall Rd. Pleasanton, CA 94588 (925) 951-9000
<b>Plan Year</b>	January 1 through December 31
<b>Plan Number</b>	001
<b>Recordkeeper</b>	Fidelity Investments <i>To review your Account, make changes to investments, or perform transactions, please use the contact information below. All telephone calls will be recorded for quality.</i> www.401k.com 1-800-835-5097
<b>Agent for Service of Legal Process</b>	Workday, Inc. 6110 Stoneridge Mall Rd. Pleasanton, CA 94588 (925) 951-9000
<b>Type of Funding</b>	Employer and Employee
<b>Trustee</b>	Fidelity Management Trust Company 245 Summer Street Boston, MA 02210



## **LOAN PROCEDURES FOR Workday, Inc. 401(k) Plan**

### **1. Loan Application**

You may apply for a loan by contacting Fidelity. A loan set up fee of \$50 will be deducted from your Account for each new loan processed. An annual loan maintenance fee of \$25 will be deducted from your Account for each loan.

### **2. Loan Amount**

The minimum loan is \$1,000 and the maximum amount is the lesser of one-half of your vested Account balance or \$50,000 reduced by the highest outstanding loan balance in your Account during the prior twelve month period. All of your loans from plans maintained by your Employer or a Related Employer will be considered for purposes of determining the maximum amount of your loan.

### **3. Number of Loans**

You may only have 1 loan outstanding at any given time. If you have an existing loan you may not apply for another loan until the existing loan is paid in full.

### **4. Interest Rate**

All loans shall bear a reasonable rate of interest as determined by the Plan Administrator based on the prevailing interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances. The interest rate shall remain fixed throughout the duration of the loan.

### **5. Loan Repayments and Loan Maturity**

Repayment should be made through after-tax payroll deductions; however, if repayment is not made by payroll deduction, a loan shall be repaid in accordance with procedures provided by your Plan Administrator. All loans must be repaid in level payments on at least a quarterly basis over no more than a five year period unless it is for the purchase of your principal residence in which case the loan repayment period may not extend beyond 15 years from the date of the loan. The level repayment requirement may be waived for a period of one year or less if you are on a leave of absence, however, your loan must still be repaid in full on the maturity date. If you are on a military leave of absence, the repayment schedule may be waived for the entire length of the time missed on leave. Your loan will accrue interest during this time, and upon return from a military leave of absence, your loan will be re-amortized to extend the length of the loan by the length of the leave. If a loan is not repaid within its stated period, it will be treated as a taxable distribution to you.

### **6. Default**

The Plan Administrator shall consider a loan in default if any scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter in which a loan is initially considered past due. In the event of a default, the entire outstanding principal and accrued interest shall be immediately due and payable. If you terminate your employment, you may continue to repay your loan through recurring ACH repayments. Any default in repayment to the Plan will result in the treating of the balance due for your loan as a taxable distribution from the Plan.