

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): March 1, 2023 (February 27, 2023)

Ceridian HCM Holding Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-38467
(Commission File Number)

46-3231686
(IRS Employer
Identification No.)

**3311 East Shakopee Road,
Minneapolis, MN**
(Address of Principal Executive Offices)

55425
(Zip Code)

Registrant's Telephone Number, Including Area Code: (952) 853-8100

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.01 par value	CDAY	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Compensation Changes for Christopher R. Armstrong, Executive Vice President, Chief Operating Officer

On February 27, 2023, the Compensation Committee of the Board of Directors (the “Board”) of Ceridian HCM Holding Inc. (the “Company” or “Ceridian”) approved and recommended to the Board, and on February 28, 2023, the Board approved an increase in the individual short-term incentive target of Christopher R. Armstrong, Executive Vice President, Chief Operating Officer, from 60% to 80% his base salary. A copy of the Fourth Amendment to the Employment Agreement, effective February 28, 2023, between Mr. Armstrong and Ceridian HCM, Inc. (“Ceridian HCM”), a subsidiary of the Company, is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Ceridian HCM Holding Inc. 2023 Management Incentive Plan

On February 27, 2023, the Compensation Committee of the Board of the Company approved and recommended to the Board, and on February 28, 2023, the Board of the Company approved the Ceridian HCM Holding Inc. 2023 Management Incentive Plan (the “2023 MIP”). The 2023 MIP covers the incentive period of January 1, 2023, through December 31, 2023. The 2023 MIP is designed to drive Company results related to key financial metrics and to provide incentive compensation to active eligible employees who play a key role in the Company accomplishing its objectives.

Receipt of performance based, incentive compensation under the 2023 MIP is based on the Company’s achievement of the following financial goals: (i) the Cloud Revenue financial goal (the “Cloud Revenue Goal”); (ii) the adjusted EBITDA financial goal (the “Adjusted EBITDA Goal”); and (iii) the Sales Per Employee Per Month (“PEPM”) Annual Contract Value (“ACV”) financial goal (the “Sales PEPM ACV Goal”) for fiscal year 2023 (collectively, the “Performance Goals”). Both the Cloud Revenue Goal and the Adjusted EBITDA Goal are calculated based on the Company’s operating results on a constant currency basis and includes float revenue based on using average budget yield rates and actual volume. The Sales PEPM ACV Goal is calculated based on the sales of the Company’s products on a constant currency basis that contribute to its Cloud recurring revenue. In addition to the Performance Goals, certain participants in the 2023 MIP have individual performance goals based on the performance of certain areas of the Company’s business (the “Individual Performance Goals”). The Individual Performance Goals are calculated based on the achievement of certain organizational efficiencies and incremental growth plans.

A participant’s individual incentive target in the 2023 MIP is based on a percentage of the participant’s annual base salary (“Individual MIP Target”). Under the 2023 MIP, the Individual MIP Target for a participant will be split where 50% of the Individual MIP Target will be in the form of cash and 50% of the Individual MIP Target will be in the form of a performance stock unit (“PSU”) award granted on February 28, 2023 (the “Grant Date”) under the Ceridian HCM Holding 2018 Equity Incentive Plan, as amended (the “2018 EIP”), and pursuant to the terms of the 2018 EIP and the PSU award agreement (the “PSU Award Agreement”).

Any cash payment under the 2023 MIP will be determined using the participant’s base salary as of December 31, 2023. The number of PSUs granted to a participant under the 2023 MIP is determined using 50% of the participant’s Individual MIP Target in effect on the Grant Date, with a 10% premium. Any cash payment and the vesting conditions for the PSU award will be determined based on the Company’s performance against the achievement of the Performance Goals and Individual Performance Goals, if applicable. The Performance Goals and Individual Performance Goals, if applicable, will be set forth in the PSU Award Agreement. Participants can receive a payout between 0% for not meeting the threshold of any of the Performance Goals, up to a maximum total payout of, (i) in the case of Mr. Ossip, Ms. Turner, and Mr. Armstrong, 167% and (ii) in the case of Ms. Heuland, 150%, for achieving the maximum level of all of the Performance Goals and Individual Performance Goals, if applicable, with each goal measured independently to determine achievement and with intermediate cash payouts and PSU vesting being linearly interpolated. Should one or more of the Performance Goals fall below the Threshold level of achievement, the other Performance Goal(s) will be calculated without regard to the Maximum payout level on that Performance Goal, with payout for that Performance Goal extrapolated on a straight-line basis. In such case where one or more of the Performance Goals fall below the Threshold level of achievement, and the payout would have otherwise been below 100% if not for disregarding the Maximum payout level, the maximum total combined Incentive Component Payout may not exceed 100%. Upon vesting of a PSU award, a participant will receive shares of common stock of the

Company (“Common Stock”). Based on the Company’s performance against the achievement of the Performance Goals and Individual Performance Goals, if applicable, a PSU will vest upon the later of (i) the one-year anniversary of the Grant Date, or (ii) the date that the Compensation Committee of the Board or the Board certifies the attainment of one or more of the Performance Goals or Individual Performance Goals, if applicable, under the 2023 MIP.

Individual MIP Target levels under the 2023 MIP for the Company’s named executive officers listed in the Company’s proxy statement, dated March 23, 2022, for the Company’s 2022 annual stockholders meeting who are participating in the 2023 MIP (the “NEOs”) are as follows: (i) David D. Ossip, our Chair and Co-Chief Executive Officer, is 100% of his base salary; (ii) Leigh E. Turner, our Co-Chief Executive Officer, is 100% of her base salary; (iii) Noemie C. Heuland, our Executive Vice President, Chief Financial Officer, is 60% of her base salary, and (iv) Mr. Armstrong, our Executive Vice President, Chief Operating Officer is 80% of his base salary.

For Mr. Ossip and Ms. Turner, the Individual MIP Targets are weighted 33 1/3% for the Cloud Revenue Goal, 33 1/3% for the Adjusted EBITDA Goal, and 33 1/3% for the Sales PEPM ACV Goal. For Ms. Heuland, the Individual MIP Target is weighted 25% for the Cloud Revenue Goal, 25% for the Adjusted EBITDA Goal, 25% for the Sales PEPM ACV Goal, and 12.5% for each of her two respective Individual Performance Goals. For Mr. Armstrong, the Individual MIP Target is weighted 18.75% for the Cloud Revenue Goal, 18.75% for the Adjusted EBITDA Goal, 43.75% for the Sales PEPM ACV Goal, and 9.375% for each of his two respective Individual Performance Goals. Both the Cloud Revenue Goal and the Adjusted EBITDA Goal have a potential threshold payout of 50%, a target payout of 100%, and a maximum payout of 150%. The Sales PEPM ACV Goal has a potential threshold payout of 50%, a target payout of 100%, and a maximum payout of 200%. In the case of Ms. Heuland, one of Individual Performance Goals has a target payout of 100% for achievement of Target, with no payout for underachievement nor additional payout for overachievement, and the second Individual Performance Goal has a potential threshold payout of 50%, a target payout of 100%, with no additional payout for overachievement. In the case of Mr. Armstrong, one of his Individual Performance Goals has a potential threshold payout of 50%, a target payout of 100%, and a maximum payout of 150%, and his other Individual Performance Goal has a potential threshold payout of 50%, a target payout of 100%, with no additional payout for overachievement.

Pursuant to the 2023 MIP, the NEOs will be granted PSUs under the 2018 EIP on the Grant Date with the following values and pursuant to the terms of the 2018 EIP and the PSU Award Agreement: (i) Mr. Ossip, \$440,000; (ii) Ms. Turner, \$440,000; (iii) Ms. Heuland \$198,000; and (iv) Mr. Armstrong, \$288,200. The number of units underlying the PSUs will be determined based upon the dollar value for such individual noted above divided by the closing price of a share of Common Stock on the New York Stock Exchange (“NYSE”) on the Grant Date rounded up to the next whole unit.

The foregoing summary of the 2023 MIP and the PSU Award Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the 2023 MIP and PSU Award Agreement, copies of which are attached as Exhibits 10.2, 10.3, and 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On February 28, 2023, as part of its periodic review of corporate governance matters and in connection with the new Securities and Exchange Commission (“SEC”) rules regarding universal proxy cards, the Board approved an amendment and restatement of the Company’s Second Amended and Restated Bylaws (the “Third Amended and Restated Bylaws”) to:

- Update the procedural mechanics and disclosure requirements in connection with stockholder nomination of directors and submissions of proposals, including to address rules related to the use of universal proxy cards adopted by the SEC under new rule 14a-19 and information to be provided in connection with a stockholder director nomination or submission of non-Rule 14a-18 proposals;
- Require that a stockholder soliciting proxies from other stockholders use a proxy card color other than white;
- Update stockholder meeting notice provisions, including in the case of adjournment; and
- Make various other conforming, technical, modernizing and clarifying changes.

The foregoing summary and description of the Third Amended and Restated Bylaws does not purport to be complete and is qualified in its entirety by reference to the full text of the Third Amended and Restated Bylaws, a copy of which is attached as Exhibit 3.1 with this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01 Other Events.

Compensation Changes for Stephen H. Holdridge, President, Customer and Revenue Operations

On February 27, 2023, the Compensation Committee of the Board of the Company approved and recommended to the Board, and on February 28, 2023, the Board approved an amended and restated employment agreement effective February 7, 2023 (the “Amended and Restated Employment Agreement”) for Stephen H. Holdridge, President, Customer and Revenue Operations. The Amended and Restated Employment Agreement reflects Mr. Holdridge’s appointment as President, Customer and Revenue Operations on February 7, 2023, his current base salary at \$650,000 per year, his increased annual target short-term incentive percentage from 60% to 80% of his base salary, and the continuation of his ability to participate in the Company’s long-term equity incentive plan. On February 28, 2023, Mr. Holdridge and Ceridian HCM entered into the Amended and Restated Employment Agreement.

The Amended and Restated Employment Agreement provides that if his employment is terminated without Cause or for Good Reason (as such terms are defined in the Amended and Restated Employment Agreement), he will receive (i) a lump sum cash payment equal to 12 months of total compensation (base salary plus incentive payment at target), (ii) reasonable executive outplacement services, and (iii) continuation of medical, dental, and prescription healthcare coverage based on his termination date for six months following his termination. In addition, Mr. Holdridge’s Amended and Restated Employment Agreement provides that if his employment is terminated due to death or Disability (as such term is defined in the Amended and Restated Employment Agreement), he would receive a pro-rated portion of the variable incentive plan payment that he would have been entitled to receive for the fiscal year in which his death or Disability occurs had he remained continuously employed for the full fiscal year. Mr. Holdridge’s Amended and Restated Employment Agreement also includes confidentiality, intellectual property, non-compete, non-recruitment, and non-disparagement provisions.

The foregoing summary of the Amended and Restated Employment Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amended and Restated Employment Agreement, a copy of which is attached as Exhibit 10.5 to this Current Report on Form 8-K and is incorporated herein by reference.

Forms of New Equity Award Agreements under the 2018 EIP

New PSU Award Agreements

On February 27, 2023, the Compensation Committee of the Board of the Company approved and recommended, and on February 28, 2023, the Board approved, new forms of PSU Award Agreement under the 2018 EIP. Copies of the new forms of the PSU Award Agreement are attached as Exhibits 10.3 and 10.4 to this Current Report on Form 8-K and the terms of which are incorporated herein by reference. The new forms of PSU Award Agreement will be effective for grants made on or after January 1, 2023 and reflect a change to the existing forms of PSU award agreements under the 2018 EIP to add language necessary to capture updates by the SEC in relation to Rule 10b5-1.

New Restricted Stock Unit (“RSU”) Award Agreements

On February 27, 2023, the Compensation Committee of the Board of the Company approved and recommended, and on February 28, 2023, the Board approved, new forms of RSU award agreement (the “RSU Award Agreement”) under the 2018 EIP. Copies of the new forms of the RSU Award Agreement are attached as Exhibits 10.6, 10.7 and 10.8 to this Current Report on Form 8-K and the terms of which are incorporated herein by reference. The new forms of RSU Award Agreement will be effective for grants made on or after January 1, 2023 and reflect changes to the existing forms of RSU award agreements under the 2018 EIP to add language necessary to capture updates by the SEC in relation to Rule 10b5-1, and additional involuntary termination language to account for longer-term cliff vesting schedules.

Grant of Equity Awards to Certain Members of Management

On February 27, 2023, the Compensation Committee of the Board of the Company approved and recommended, and on February 28, 2023, the Board approved, the granting of equity awards to management and key employees under the 2018 EIP, including the following value of RSUs and PSUs to be granted to the NEOs, Mr. Holdridge and Joseph B. Korngiebel: (i) Mr. Ossip, \$5.0 million RSUs and \$7.0 million PSUs; (ii) Ms. Turner, \$5.0 million RSUs and \$7.0 million PSUs; (iii) Ms. Heuland, \$1.25 million RSUs and \$1.625 million PSUs; (iv) Mr. Armstrong, \$2.0 million RSUs and \$2.6 million PSUs; (v) Mr. Holdridge, \$2.0 million RSUs and \$3.45 million PSUs; and (vi) Mr. Korngiebel, \$2.0 million RSUs and \$2.6 million PSUs.

The number of units underlying the PSU awards and RSU awards to be granted under the 2018 EIP pursuant to a PSU Award Agreement or RSU Award Agreement will equal the dollar value of the award for an individual divided by the closing price of a share of Common Stock on the NYSE on the Grant Date rounded down to the nearest whole unit. The RSUs will vest as to one-third of the RSU award on each of the first three anniversaries of the Grant Date.

The PSU awards described herein will vest based on the achievement of Company financial metrics (“fPSU”) or relative peer group performance (“mPSU”) as follows: (i) Mr. Ossip, \$5.0 million of the \$7.0 million PSUs will be granted as fPSUs with the remaining \$2.0 million granted as mPSUs; (ii) Ms. Turner, \$5.0 million of the \$7.0 million PSUs will be granted as fPSUs with the remaining \$2.0 million granted as mPSUs; (iii) Ms. Heuland, \$1.25 million of the \$1.625 million PSUs will be granted as fPSUs with the remaining \$0.375 million granted as mPSUs; (iv) Mr. Armstrong, \$2.0 million of the \$2.6 million PSUs will be granted as fPSUs with the remaining \$0.6 million granted as mPSUs; (v) Mr. Holdridge, \$2.85 million of the \$3.45 million PSUs will be granted as fPSUs with the remaining \$0.60 million granted as mPSUs; and (vi) Mr. Korngiebel, \$2.0 million of the \$2.6 million PSUs will be granted as fPSUs with the remaining \$0.6 million granted as mPSUs.

The vesting of all of the fPSU awards for Mr. Ossip, Ms. Turner, Ms. Heuland, Mr. Armstrong and Mr. Korngiebel, and \$2.0 million of Mr. Holdridge’s \$2.85 million fPSU award is based on the Company’s achievement of the following financial goals, all weighted equally: (i) the Cloud Recurring Revenue financial goal (the “Cloud Recurring Revenue Goal”); (ii) the Adjusted Cloud Recurring Gross Margin financial goal (the “Adjusted Cloud Recurring Gross Margin Goal”); and (iii) the Sales PEPM ACV Goal (collectively, the “fPSU Performance Goals”), with each goal measured independently to determine achievement and with intermediate vesting being linearly interpolated.

Both the Cloud Recurring Revenue Goal and the Adjusted Cloud Recurring Gross Margin Goal are calculated based on the Company’s operating results on a constant currency basis and include float revenue based on using average budget yield rates and actual volume. The Sales PEPM ACV Goal is calculated based on the sales of the Company’s products on a constant currency basis that contribute to its Cloud recurring revenue.

The first tranche of the fPSUs for Mr. Ossip, Ms. Turner, Ms. Heuland, Mr. Armstrong and Mr. Korngiebel, and \$2.0 million of Mr. Holdridge’s \$2.85 million fPSU award, will vest upon the later of the (i) Compensation Committee or the Board certifying that the Company has achieved at least one of the fPSU Performance Goals for 2023, or (ii) the one-year anniversary of the Grant Date. The second tranche of the fPSUs will vest upon the later of the (i) Compensation Committee or the Board certifying that the Company has achieved at least one of the fPSU Performance Goals for 2024, with threshold, target, and maximum levels set in Q1 2024, or (ii) the two-year anniversary of the Grant Date. The third tranche of the fPSUs will vest upon the later of the (i) Compensation Committee or the Board certifying that the Company has achieved at least one of the fPSU Performance Goals for 2025, with threshold, target, and maximum levels set in Q1 2025, or (ii) the three-year anniversary of the Grant Date.

Both the Cloud Recurring Revenue Goal and the Adjusted Cloud Recurring Gross Margin Goal have a potential threshold payout of 50% for achievement of 97.5% of target, a target payout of 100% for achievement of 100% of target, and a maximum payout of 150% for achievement of 102.5% of target. The Sales PEPM ACV Goal has a potential threshold payout of 50% for achievement of 91% of target, a target payout of 100% for achievement of 100% of target, and a maximum payout of 200% for achievement of 106% of target.

In the case of Mr. Holdridge, \$0.85 million of his \$2.85 million fPSU (the “Holdridge fPSU”) is based on the Company’s achievement of the Holdridge Sales PEPM ACV Goal (the “fPSU Holdridge Performance Goal”), with a potential threshold payout of 50% for achievement of 86% of target, a target payout of 100% for achievement of 100% of target, and a maximum payout of 200% for achievement of 106% of target. Upon the Compensation Committee or the Board certifying that the Company has achieved at least the threshold of the Holdridge fPSU Performance Goal, one-third of the Holdridge fPSUs will vest annually on each of the first three anniversaries of the Grant Date.

The metrics to determine vesting of the mPSUs are based on total shareholder return performance (the “rTSR Performance Goal”) relative to the S&P 1500 Application Software Index (the “TSR Peer Group”). The mPSUs fully vest on the third anniversary of the Grant Date, contingent upon achievement of the mPSU financial goals. The rTSR Performance Goal has a potential threshold payout of 50% for achieving the 25th percentile TSR of the TSR Peer Group; a target payout of 100% for achieving the 50th percentile TSR of the TSR Peer Group; an above target payout of 150% for achieving the 75th percentile TSR of the TSR Peer Group; and a maximum payout of 200% for achieving the 90th percentile of the TSR Peer Group.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	Third Amended and Restated Bylaws of Ceridian HCM Holding Inc.
10.1	Fourth Amendment to Employment Agreement, effective February 28, 2023, between Ceridian HCM, Inc. and Christopher R. Armstrong
10.2	Ceridian HCM Holding Inc. 2023 Management Incentive Plan
10.3	Form of Performance Stock Unit Award Agreement (for awards made after January 1, 2023)
10.4	Form of Performance Stock Unit Award Agreement (for Canadian executive awards made after January 1, 2023)
10.5	Amended and Restated Employment Agreement, effective February 7, 2023, between Ceridian HCM, Inc. and Stephen H. Holdridge
10.6	Form of Restricted Stock Unit Award Agreement (for awards made after January 1, 2023)
10.7	Form of Restricted Stock Unit Award Agreement (for Canadian executive awards made after January 1, 2023)
10.8	Form of Restricted Stock Unit Award Agreement Cliff Vest (for awards made after January 1, 2023)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

CERIDIAN HCM HOLDING INC.

By: /s/ William E. McDonald
Name: William E. McDonald
Title: Executive Vice President, General Counsel and
Corporate Secretary

Date: March 1, 2023

THIRD AMENDED AND RESTATED BYLAWS OF

CERIDIAN HCM HOLDING INC.

AS ADOPTED ON FEBRUARY 28, 2023

ARTICLE I.

OFFICES

Section 1.1 Registered Office. The registered office of Ceridian HCM Holding Inc. (the “Corporation”) shall be 251 Little Falls Drive, in the city of Wilmington, County of New Castle, Zip Code 19808 and the name and address of its registered agent is “Corporation Service Company”.

Section 1.2 Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors of the Corporation (the “Board of Directors”) may from time to time determine.

ARTICLE II.

MEETINGS OF STOCKHOLDERS

Section 2.1 Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors, which may or may not be held by means of remote communication, and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.2 Annual Meetings. The annual meetings of stockholders (the “Annual Meeting”) shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders, subject to the provisions of the Fourth Amended and Restated Certificate of Incorporation of the Corporation (the “Certificate of Incorporation”), shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting shall be given in accordance with Section 232 of the Delaware General Corporation Law (the “DGCL”) or any successor provision thereto and shall state the place, date and hour of the meeting, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and such notice shall be given to each stockholder entitled to vote at such meeting not less than ten days nor more than sixty days before the date of the meeting. If notice is given by electronic transmission, such notice shall be deemed to be given in accordance with and at the times provided in Section 232 of

the DGCL or any successor provision thereto.

(a) No business may be transacted at an Annual Meeting, other than business that is either (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (ii) otherwise properly brought before the Annual Meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (iii) otherwise properly brought before the Annual Meeting by any stockholder of the Corporation (A) who is a stockholder of record on the date of the giving of the notice provided for in this Section 2.2 and on the record date for the determination of stockholders entitled to vote at such Annual Meeting and (B) who complies with the notice procedures set forth in this Section 2.2.

(b) In addition to any other applicable requirements, for business to be properly brought before an Annual Meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation and followed the procedures set forth in this Section 2.2. To be timely, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation not less than one-hundred and twenty days prior to the anniversary date of the date of the proxy statement for the immediately preceding Annual Meeting; provided, however, that in the event that the Annual Meeting is called for a date that is not within thirty days before or after the anniversary date of the immediately preceding Annual Meeting, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth day following the day on which public disclosure of the date of the Annual Meeting was first made. To be in proper written form, a stockholder's notice to the Secretary must be signed by the stockholder of record who intends to introduce the other business, and by the beneficial owner or owners, if any, on whose behalf the stockholder is acting and shall set forth as to each matter such stockholder proposes to bring before the Annual Meeting:

(i) a brief description of the business desired to be brought before the Annual Meeting and the reasons for conducting such business at the Annual Meeting;

(ii) the name and record address of such stockholder and the beneficial owner or owners, if any, on whose behalf the proposal is made;

(iii) the Share Information (which Share Information required by this clause (iii) shall be supplemented by such stockholder and any such beneficial owner or owners, if any, not later than ten (10) days after the record date for the Annual Meeting to disclose such Share Information as of the record date of the Annual Meeting);

(iv) a description of all arrangements or understandings between such stockholder and any other person or persons (including their names) in connection with the proposal of such business by such stockholder and any material interest of such stockholder in such business;

(v) a representation that such stockholder is a holder of record of shares of the Corporation entitled to vote at the Annual Meeting and intends to appear in person or by proxy at the Annual Meeting to bring such business before the meeting as specified in the notice; and

(vi) any other information relating to such stockholder and any such beneficial owner that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and the rules and regulations promulgated thereunder.

(c) No business shall be conducted at the Annual Meeting except business brought before the Annual Meeting in accordance with the procedures set forth in this Section 2.2, provided, however, that, once business has been properly brought before the Annual Meeting in accordance with such procedures, nothing in this Section 2.2 shall be deemed to preclude discussion by any stockholder of any such business. If the Chair of an Annual Meeting determines that business was not properly brought before the Annual Meeting in accordance with the foregoing procedures, the Chair shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be discussed or transacted.

(d) Notwithstanding the foregoing provisions of this Section 2.2, unless otherwise required by law, if any stockholder (or a qualified representative thereof) providing notice as other business that such stockholder proposes to bring before a meeting does not appear at the meeting to present such proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(e) Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board of Directors.

(f) The term “Share Information” shall mean

(i) the class or series and number of shares of the Corporation that are owned, directly or indirectly, of record and/or beneficially by a stockholder, any beneficial owner on whose behalf the stockholder is acting and any of their respective affiliates,

(ii) any option, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a “Derivative Instrument”) directly or indirectly owned beneficially by such stockholder, any such beneficial owner and any of their respective affiliates, and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation,

(iii) any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder has a right to vote any shares of any security of the Corporation,

(iv) any short interest in any security of the Corporation (for purposes of these Third Amended and Restated Bylaws (these “Bylaws”), a person shall be deemed to have a short interest in a security if such person directly or indirectly,

through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security),

(v) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder that are separated or separable from the underlying shares of the Corporation,

(vi) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder or beneficial owner is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and

(vii) any performance-related fees (other than asset-based fee) that such stockholder, any such beneficial owner and any of their respective affiliates are entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice, including without limitation any such interests held by members of such person's immediate family sharing the same household.

Section 2.3 Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, Special Meetings of Stockholders ("Special Meetings"), for any purpose or purposes, may be called by the majority vote of the Board of Directors or by a Chief Executive Officer. Special Meetings may not be called by any other person or persons, except as required by law or provided by resolutions adopted by the Board of Directors designating the rights, powers and preferences of any shares of one or more series of Preferred Stock of the Corporation, par value \$0.01 per share (the "Preferred Stock"). Written notice of a Special Meeting shall be given in accordance with Section 232 of the DGCL or any successor provision thereto and shall state the place, date and hour of the meeting, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and such notice shall be given to each stockholder entitled to vote at such meeting not less than ten days nor more than sixty days before the date of the meeting. If notice is given by electronic transmission, such notice shall be deemed to be given in accordance with and at the times provided in Section 232 of the DGCL or any successor provision thereto. Only such business shall be conducted at a Special Meeting as shall have been described in the notice of meeting sent to stockholders pursuant to this Section 2.3. Only persons who are nominated in accordance and compliance with the procedures set forth in Section 3.1 shall be eligible for election to the Board of Directors at a Special Meeting.

Section 2.4 Quorum. Except as otherwise required by law, these Bylaws or by the Certificate of Incorporation, holders of a majority of the capital stock issued and entitled to vote thereat present in person or represented by proxy shall constitute a quorum at all meetings of the stockholders for the transaction of business. For purposes of determining the presence of a quorum, "capital stock issued and entitled to vote thereat" shall be deemed to include that number of shares of Common Stock in the capital of the Corporation equal to the number of votes that the Trustee is entitled to vote from time to time pursuant to the Special Voting Share in the capital of the Corporation (which Special Voting Share is governed by the terms of the Certificate of Incorporation and the Voting and Exchange Trust Agreement dated April 25, 2018, between the Corporation, Ceridian Acquisitionco ULC, Ceridian Canada Ltd. and the trustee appointed

thereunder from time-to-time (the “Trustee”)). Where a separate vote by one or more classes or series of the capital stock is required, the presence in person or by proxy of the holders of record of a majority in voting power of the shares entitled to vote shall constitute a quorum entitled to take action with respect to that vote on that matter.

Section 2.5 Adjournment. Any meeting of the stockholders may be adjourned from time to time to reconvene at the same or some other place, if any, and notice need not be given of any such adjourned meeting if the time, place, if any, thereof and the means of remote communication, if any, are provided in accordance with applicable law. At such adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 2.6 Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and voting on the subject matter. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 2.7 Consent of Stockholders in Lieu of a Meeting. Actions required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting upon the written consent of the stockholders, but only if such action is taken in accordance with the provisions of Article IX of the Certificate of Incorporation.

Section 2.8 List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days ending on the day before the meeting date, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held.

Section 2.9 Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 2.8 hereof or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

ARTICLE III.

DIRECTORS

Section 3.1 Number and Election of Directors.

(a) Subject to the rights, if any, of holders of Preferred Stock to elect directors of the Corporation, the Board of Directors shall consist of not less than one (1) nor more than fourteen (14) members with the exact number of directors to be determined from time to time exclusively by resolution duly adopted by the Board of Directors. Directors shall be elected by a plurality of the votes cast at the Annual Meeting, and, unless otherwise provided by the Certificate of Incorporation, each director so elected shall hold office until the Annual Meeting for the year in which his term expires and until his successor is duly elected and qualified, or until his earlier death, resignation, retirement, disqualification or removal. Any director may resign at any time effective upon giving written notice to the Corporation, unless the notice specifies a later time for the effectiveness of such resignation. Directors need not be stockholders.

(b) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided in the Certificate of Incorporation with respect to the right of holders of Preferred Stock of the Corporation to nominate and elect a specified number of directors in certain circumstances. Nominations of persons for election to the Board of Directors may be made at any Annual Meeting or at any Special Meeting called by a majority vote of the Board of Directors or by a Chief Executive Officer for the purpose of electing directors (i) by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (ii) by any stockholder of the Corporation (A) who is a stockholder of record on the date of the giving of the notice provided for in this Section 3.1 and on the record date for the determination of stockholders entitled to vote at such Annual or Special Meeting and (B) who complies with the notice and other procedures set forth in this Section 3.1.

(c) In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation and followed the procedures set forth in this Section 3.1. To be timely, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation (i) in the case of an Annual Meeting, not less than one-hundred and twenty days prior to the anniversary date of the date of the proxy statement for the immediately preceding Annual Meeting; provided, however, that in the event that the Annual Meeting is called for a date that is not within thirty days before or after the anniversary date of the immediately preceding Annual Meeting, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth day following the day on which public disclosure of the date of the Annual Meeting was first made; and (ii) in the case of a Special Meeting called for the purpose of electing directors, not later than the close of business on the tenth day following the day on which public disclosure of the date of the Special Meeting was first made.

(d) To be in proper written form, a stockholder's notice to the Secretary must be signed by the stockholder of record who intends to make the nomination, and by the beneficial owner or owners, if any, on whose behalf the stockholder is acting and shall set forth

(i) as to each person whom the stockholder proposes to nominate for election as a director

(A) the name, age, business address and residence address of the person,

(B) the principal occupation or employment of the person,

(C) the Share Information with respect to each person whom the stockholder proposes to nominate (which Share Information required by this clause (C) shall be supplemented by such stockholder and any such beneficial owner not later than ten (10) days after the record date for the meeting to disclose such Share Information as of the record date for the meeting) and

(D) any other information relating to the person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; and

(ii) as to the stockholder giving the notice

(A) the name and record address of such stockholder and the beneficial owner or owners, if any, on whose behalf the nomination is made,

(B) the Share Information with respect to the stockholder making the nomination and the beneficial owner or owners, if any (which Share Information required by this clause (B) shall be supplemented by such stockholder and any such beneficial owner not later than ten (10) days after the record date for the meeting to disclose such Share Information as of the record date for the meeting),

(C) a description of all arrangements or understandings between such stockholder or beneficial owner or owners and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such stockholder and any such beneficial owner, including without limitation any arrangement or understanding with any person as to how such nominee, if elected as a director of the Corporation, will act or vote on any issue or question,

(D) a representation that such stockholder is a holder of record of shares of the Corporation entitled to vote at the Annual Meeting and intends to appear in person or by proxy at the Annual Meeting to nominate the persons named in its notice,

(E) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and any such beneficial owner and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, or any affiliate or associate thereof or person

acting in concert therewith, were the “registrant” for purposes of such rule and the nominee were a director or executive officer of such registrant, and

(F) any other information relating to such stockholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, including a representation that such stockholder and any such beneficial owner intends, or is part of a group that intends, to deliver a proxy statement and form of proxy to solicit the holders of at least 67% of the voting power of shares entitled to vote in the election of directors in support of director nominees other than the Corporation’s nominees in accordance with Rule 14a-19 under the Exchange Act (“Rule 14a-19”). Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee to be named in a proxy statement relating to such meeting and accompanying proxy cards and to serve as a director if elected. A notice as to a nomination must also be accompanied by

(1) a written representation and agreement of the nominee (in the form provided by the Corporation upon written request of any stockholder of record thereof) that such nominee (I) is not and will not become a party to (a) any compensatory, payment, reimbursement, indemnification or other financial agreement, arrangement or understanding with any person or entity in connection with service or action as a director of the Corporation that has not been disclosed to the Corporation, (b) any agreement, arrangement or understanding with any person or entity as to how the nominee would vote or act on any issue or question as a director (a “Voting Commitment”) that has not been disclosed to the Corporation or (c) any Voting Commitment that could limit or interfere with the nominee’s ability to comply, if elected as a director of the Corporation, with his or her fiduciary duties under applicable law, (II) has read and agrees, if elected as a director of the Corporation, to sign and adhere to the Corporation’s corporate governance guidelines and codes of conduct and any other Corporation policies and guidelines applicable to directors, and (III) if elected as a director of the Corporation, intends to serve the entire term until the next Annual Meeting and

(2) a written questionnaire required of the Corporation's directors and officers completed by the nominee (in the form provided by the Corporation upon written request of any stockholder of record thereof). In the case of any proposed nomination for election or re-election as a director, the Corporation may require any proposed nominee to furnish, within five (5) Business Days of any such request, such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee. For purposes of these Bylaws, "Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banking institutions in the State of Minnesota are authorized or obligated by law or executive order to close.

(e) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 3.1. In no event may a stockholder provide notice as to nominations pursuant to this Section 3.1 with respect to a greater number of director candidates (as alternates or otherwise) than are subject to election by stockholders at the applicable Annual Meeting or Special Meeting. If the Chair of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the Chair shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

(f) Notwithstanding the foregoing provisions of this Section 3.1, unless otherwise required by law,

(i) no stockholder giving notice as to other business pursuant to Section 2.2 or nominations pursuant to this Section 3.1 shall solicit proxies in support of director nominees other than the Corporation's nominees unless such stockholder has complied with Rule 14a-19 in connection with the solicitation of such proxies, including the provision to the Corporation of notices required hereunder in a timely manner, and

(ii) if any such stockholder (A) provides notice pursuant to Rule 14a-19(b) and (B) subsequently fails to comply with the requirements of Rule 14a-19(a)(2) and Rule 14a-19(a)(3), including the provision to the Corporation of notices required thereunder in a timely manner, or (C) fails to timely provide reasonable evidence sufficient to satisfy the Corporation that such stockholder has met the requirements of Rule 14a-19(a)(3) in accordance with the following sentence, then the Corporation shall disregard any proxies or votes solicited for such stockholder's nominees.

If any stockholder providing notice as to nominations pursuant to this Section 3.1 provides notice pursuant to Rule 14a-19(b), then such stockholder shall (A) promptly notify the Corporation if it subsequently fails to comply with the requirements of Rule 14a-19(a)(2) and Rule 14a-19(a)(3) and (B) deliver to the Corporation, no later than seven (7) Business Days prior to the applicable meeting, reasonable evidence that it has met the requirements of Rule 14a-19(a)(3).

(g) Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board of Directors.

Section 3.2 Chair of the Board of Directors. The Board of Directors may appoint from its members a Chair of the Board of Directors, who need not be an employee or officer of the Corporation. The Chair of the Board of Directors, if there is one, shall preside at all meetings of the stockholders and of the Board of Directors and may adopt rules and regulations for the conduct of such meetings. Except where by law the signature of a Chief Executive Officer or the President is required, the Chair of the Board of Directors shall possess the same power as a Chief Executive Officer or the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of all Chief Executive Officers or the President, the Chair of the Board of Directors shall exercise all the powers and discharge all the duties of a Chief Executive Officer or the President. The Chair of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 3.3 Vacancies. Subject to the terms of any one or more series or classes of Preferred Stock, any vacancy on the Board of Directors, however created, may be filled only by a majority of the directors then in office, though less than a quorum or by a sole remaining director. Any director elected to fill a newly created directorship resulting from an increase in any class of directors shall hold office for a term that shall coincide with the remaining term of the other directors of that class. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall have the same term as the remaining term of his predecessor.

Section 3.4 Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 3.5 Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by a Chief Executive Officer, the Chair of the Board of Directors, if there is one, the President, or any directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight hours before the date of the meeting, by telephone or facsimile on twenty-four hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 3.6 Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, at all meetings of the Board of Directors, a majority

of the entire Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.7 Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing, writings, electronic transmission or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

Section 3.8 Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 3.7 shall constitute presence in person at such meeting.

Section 3.9 Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. In the event any person shall cease to be a director of the Corporation, such person shall simultaneously therewith cease to be a member of any committee appointed by the Board of Directors. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, subject to the limitations set forth in applicable Delaware law. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 3.10 Audit Committee. The Board of Directors, by resolution adopted by a majority of the whole Board of Directors, may designate three or more directors to constitute an Audit Committee, to serve as such until the next annual meeting of the Board of Directors or until their respective successors are designated. The audit committee will carry out its responsibilities as set forth in an audit committee charter to be adopted by the Board of Directors.

Section 3.11 Compensation. At the discretion of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other

capacity and receiving compensation therefor. At the discretion of the Board of Directors, members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 3.12 Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if: (a) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (b) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 3.13 Entire Board of Directors. As used in these Bylaws generally, the term “entire Board of Directors” means the total number of directors which the Corporation would have if there were no vacancies.

ARTICLE IV.

OFFICERS

Section 4.1 General. The officers of the Corporation shall be chosen by the Board of Directors and shall include up to two Chief Executive Officers, a President and a Secretary. The Board of Directors, in its discretion, may also appoint a Chief Financial Officer, Assistant Chief Financial Officers, Controller, Treasurer, Assistant Treasurers and one or more Vice Presidents, Assistant Secretaries, and other officers, who shall have such authority and perform such duties as may be prescribed in such appointment. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws. The officers of the Corporation need not be stockholders of the Corporation nor need such officers be directors of the Corporation.

Section 4.2 Election. The Board of Directors at its first meeting held after each Annual Meeting of Stockholders shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority

of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 4.3 Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by a Chief Executive Officer, the President or any Vice President and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4.4 Duties of Officers. The duties of the officers of the Corporation shall be as follows:

(a) Chief Executive Officer. The Chief Executive Officer(s) shall, subject to the control of the Board of Directors, have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; and the Chief Executive Officer(s) may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation and may sign all certificates for shares of capital stock of the Corporation. In the absence or disability of the Chair of the Board of Directors, or if there is none, a Chief Executive Officer shall preside at all meetings of the stockholders and the Board of Directors. The Chief Executive Officer(s) shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

(b) President. The President shall, subject to the control of the Board of Directors, the Chief Executive Officer(s), and, if there is one, the Chair of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors, the Chief Executive Officer(s), the Chair of the Board of Directors or the President. In the absence or disability of the Chief Executive Officer(s) and the Chair of the Board of Directors, or if there is none, the President shall preside at all meetings of the stockholders and the Board of Directors. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

(c) Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chief Executive Officer(s) or the President, under whose

supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there is no Assistant Secretary, then either the Board of Directors, the Chief Executive Officer(s) or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there is one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

(d) Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer(s), the President, any Vice President, if there is one, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

(e) Chief Financial Officer. The Chief Financial Officer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Chief Financial Officer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer(s), the Chair of the Board, the President and the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation. The Chief Financial Officer shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chief Executive Officer(s), the Chair of the Board or the President.

(f) Assistant Chief Financial Officer. The Assistant Chief Financial Officer, or if there is more than one, the Assistant Chief Financial Officers, in the order determined by the Board of Directors (or if there is no such determination, then in the order of their election), shall, in the absence of the Chief Financial Officer or in the event of the Chief Financial Officer's inability or refusal to act, perform the duties and exercise the powers of the Chief Financial Officer and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors, the Chief Executive Officer(s), the Chair of the Board, the President or the Chief Financial Officer.

(g) Controller. The Board of Directors may elect a Controller who shall be responsible for all accounting and auditing functions of the Corporation and who shall perform such other duties as may from time to time be required of him by the Board of Directors.

(h) Treasurer. The Treasurer, if there is one, shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other

valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer(s), the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

(i) Assistant Treasurers. Assistant Treasurers, if there are any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer(s), the President, any Vice President, or the Treasurer, if there is one, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

(j) Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there are no Chief Executive Officer(s) or Chair of the Board of Directors), the Vice President or the Vice Presidents if there is more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there are no Chief Executive Officer(s), no Chair of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

(k) Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V.

CAPITAL STOCK

Section 5.1 Form of Certificates. The shares of the Corporation shall be represented by certificates; provided, however, that the Board of Directors may provide by resolution or

resolutions that some or all classes or series of the Corporation's stock shall be uncertificated shares. Every holder of stock of the Corporation represented by certificates shall be entitled to have a certificate or certificates duly numbered, certifying the number and class of shares in the Corporation owned by him, in such form as may be prescribed by the Board of Directors. Each such certificate shall be signed in the name of the Corporation by the Chair of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer.

Section 5.2 Signatures. Where a certificate is countersigned by (a) a transfer agent other than the Corporation or its employee, or (b) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 5.3 Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5.4 Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5.5 Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5.6 Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express

or other notice thereof, except as otherwise provided by law.

ARTICLE VI.

NOTICES

Section 6.1 Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws to be given to any director, member of a committee or stockholder, such notice may be electronically transmitted or given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or transmitted via facsimile. For purposes of these Bylaws, “electronic transmission” shall have the meaning provided in Section 232 of the DGCL or any successor provision thereto.

Section 6.2 Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws to be given to any director, member of a committee or stockholder, a written or electronically transmitted waiver by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. The attendance of any person at any meeting shall constitute a waiver of notice of such meeting, except when such person attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VII.

GENERAL PROVISIONS

Section 7.1 Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 7.2 Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.3 Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 7.4 Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Delaware.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII.

INDEMNIFICATION

Section 8.1 Power to Indemnify in Actions, Suits or Proceedings Other Than Those by or in the Right of the Corporation. Subject to Section 8.3 hereof, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 8.2 Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 8.3 hereof, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 8.3 Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2 hereof, as the case may be. Such determination shall be made (a) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (b) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (c) by the stockholders. To the extent, however, that a director or

officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 8.4 Good Faith Defined. For purposes of any determination under Section 8.1 or 8.2 hereof, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 8.4 shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 8.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Sections 8.1 or 8.2 hereof, as the case may be.

Section 8.5 Indemnification by a Court. Notwithstanding any contrary determination made in any specific case under Section 8.3 hereof, and notwithstanding the absence of any determination made thereunder, any director or officer may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 8.1 and 8.2 hereof. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in Sections 8.1 or 8.2 hereof. Neither a contrary determination in the specific case under Section 8.3 hereof nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 8.5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 8.6 Expenses Payable in Advance. Expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 8.7 Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, contract, vote of

stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 8.1 and 8.2 hereof shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Sections 8.1 or 8.2 but whom the Corporation has the power or obligation to indemnify under the provisions of the DGCL or otherwise.

Section 8.8 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 8.9 Certain Definitions. For purposes of this Article VIII, references to “the Corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VIII, references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VIII.

Section 8.10 Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.11 Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 8.5 hereof), the Corporation shall not be obligated to indemnify any director or officer in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 8.12 Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

Section 8.13 Secondary Indemnifications. The indemnification and advancement of expenses provided by, or granted pursuant to, the other provisions of this Article VIII shall not be deemed exclusive of any other rights to which those persons provided indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, it is acknowledged that certain persons may have certain rights to indemnification, advancement of expenses and/or insurance provided by the stockholders of the Corporation or one or more of the affiliates of such stockholders of the Corporation other than the Corporation and its subsidiaries (any of such entities, together with their affiliates (other than the Corporation and its subsidiaries), the "Stockholder Sponsors") as an employee of any of such entities (or their respective payroll companies) or pursuant to separate written agreements, which the Corporation and the Stockholder Sponsors intend to be secondary to the primary obligation of the Corporation to provide indemnification as provided herein. If any Stockholder Sponsor pays or causes to be paid, for any reason, any amounts otherwise indemnifiable hereunder or under any other indemnification agreement or arrangement (whether pursuant to contract, by-laws or charter) to a person indemnifiable hereunder, then (i) the applicable Stockholder Sponsor entity shall be fully subrogated to all of such person's rights with respect to such payment and (ii) the Corporation shall indemnify, reimburse and hold harmless the applicable Stockholder Sponsor entity for the payments actually made. The Stockholder Sponsors shall be third-party beneficiaries of this Article VIII, having the rights to enforce this Article VIII.

ARTICLE IX.

AMENDMENTS

These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors, provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors as the case may be. All such amendments must be approved by either the holders of shares entitled to vote thereon or by a majority of the Board of Directors then in office, in each case, in accordance with the Certificate of Incorporation and applicable law.

ARTICLE X.

CONFLICTS

If there is a conflict between the provisions of these Bylaws and the provisions of the Certificate of Incorporation or the mandatory provisions of the DGCL, such provision or provisions of the Certificate of Incorporation and the DGCL, as the case may be, will be controlling.

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement (“Amendment”) is made by and between Ceridian HCM, Inc. (“Ceridian HCM”) and Christopher R. Armstrong (“Executive”).

WHEREAS, Ceridian HCM and Executive are parties to an existing Employment Agreement with an effective date of May 1, 2019, and further amendments dated November 5, 2019, February 1, 2020 and February 28, 2022 (the “Employment Agreement”);

WHEREAS, Ceridian HCM and Executive desire to amend the Employment Agreement as reflected herein.

NOW, THEREFORE, the parties agree that effective February 28, 2023, the following amendment will be made a part of the Employment Agreement:

1. Section 3.02 is amended to an incentive plan target annual payout based on “Eighty Percent (80%)” which amount is applicable to the entirety of 2023 and going forward unless otherwise amended.

This Amendment will be attached to and be a part of the Employment Agreement between Ceridian HCM and Executive.

Except as set forth herein, the Employment Agreement will remain in full force and effect without modification.

CERIDIAN HCM, INC.

Date: February 28, 2023

By: /s/ Leigh Turner
Leigh Turner
Its: Co-Chief Executive Officer

EXECUTIVE:

Date: February 28, 2023

/s/ Christopher R. Armstrong
Christopher R. Armstrong

Ceridian HCM Holding Inc.
2023 Management Incentive Plan (“MIP”)
Cash & Performance Stock Units

The MIP is a short-term incentive plan designed to drive company results related to certain key financial metrics. Participants in the MIP are active eligible employees (“Participant”) of Ceridian HCM Holding Inc. and its subsidiaries (“Ceridian”) who play a key role in Ceridian accomplishing its objectives and as further described under the heading “Eligibility” below. The Board of Directors of Ceridian HCM Holding Inc. (“Board”) and the Compensation Committee of the Board (the “Committee”) have approved the MIP for the performance period January 1, 2023 - December 31, 2023 (“Performance Period”), including the Incentive Components as set forth herein. The Board and/or Committee will consider the achievement of the Incentive Components to determine whether any calculated payments will be made to participants in the MIP.

Incentive Components ⁽¹⁾ (defined in the attached Appendices)

- **Cloud Revenue**
- **Adjusted EBITDA**
- **Sales Per Employee Per Month Annual Contract Value (“Sales PEPM ACV”)**
- **Certain Individual Metric(s), applicable to certain Participants (“Individual Component”)**

A Participant’s Individual MIP Target (as defined below) is 50% in the form of cash (the “Cash MIP”) and 50% in the form of performance stock units (“PSUs”) granted under the terms of the Ceridian HCM Holding Inc. 2018 Equity Incentive Plan, as amended (“2018 EIP”), and the applicable PSU award agreement (the “PSU MIP”). Achievement of the Incentive Component(s) for Threshold, Target, and Maximum Conditions are set forth in the table below; each component is treated independently for payout. Failure to satisfy a Threshold Incentive Component will result in no payout for that component of the MIP. If at least one Threshold Incentive Component is met, a Participant will receive a payout under the MIP. The Board and/or the Committee may, in its discretion, adjust the payout under the Cash MIP.

EMPLOYEE’S INDIVIDUAL MIP TARGET				MEASUREMENT OF INCENTIVE COMPONENTS					
% of MIP Target	Payment Type	Incentive Component	Incentive Component Weighting ⁽¹⁾	Threshold ⁽²⁾		Target ⁽²⁾⁽³⁾		Maximum ⁽²⁾⁽⁴⁾	
				Achievement	Incentive Component Payout %	Achievement	Incentive Component Payout %	Achievement	Incentive Component Payout %
50%	Cash MIP	CLOUD REVENUE	33.3%	97.5% of Target	50%	100% of Target	100%	102.5% of Target	150%
		ADJUSTED EBITDA	33.3%	95% of Target	50%	100% of Target	100%	105% of Target	150%
		SALES PEPM ACV	33.3%	91% of Target	50%	100% of Target	100%	106% of Target	200%
50%	PSU MIP	CLOUD REVENUE	33.3%	97.5% of Target	50%	100% of Target	100%	102.5% of Target	150%
		ADJUSTED EBITDA	33.3%	95% of Target	50%	100% of Target	100%	105% of Target	150%
		SALES PEPM ACV	33.3%	91% of Target	50%	100% of Target	100%	106% of Target	200%

(1) The Incentive Components for certain senior executives will be Cloud Revenue; Adjusted EBITDA; Sales PEPM ACV; and, if applicable, the Individual Component. See Appendices for the definitions and the percentage allocation pertaining to all Incentive Components for certain senior executives.

(2) Payments for Cloud Revenue, Adjusted EBITDA, Sales PEPM ACV, and any Individual Component achievement between Threshold and Target and between Target and Maximum will be determined on a straight-line basis (i.e., linearly interpolated).

(3) Target for each of the Incentive Components has been approved by the Committee on February 27, 2023 and the Board on February 28, 2023.

- (4) *The maximum total combined Incentive Component Payout may not exceed 167%, except as indicated in the appendices. The Maximum payout level for each of the Cloud Revenue, Adjusted EBITDA and Sales PEPM ACV Incentive Component (the “Corporate Incentive Components”) shall only apply if all Corporate Incentive Component metrics meet or exceed the threshold level of achievement. Should one or more of the Corporate Incentive Component metrics fall below the Threshold level of achievement, the other Corporate Incentive Component metric(s) will be calculated without regard to the Maximum payout level on that component, with payout for that component extrapolated on a straight-line basis. In such case where one or more of these metrics fall below the Threshold level of achievement, and the payout would have otherwise been below 100% if not for disregarding the Maximum payout level, the maximum total combined Corporate Incentive Component Payout may not exceed 100%.*

Eligibility

- The MIP applies to Participants designated by Ceridian and approved by management in its sole discretion.
- The Cash MIP element is governed by the General Terms and Conditions of the Ceridian Incentive Plans (hereinafter the “Terms and Conditions”) including but not limited to the definition of “Active Employment”.
- Proration for the Cash MIP and PSU MIP is based on the participant’s date of eligibility and duration of active employment in the Performance Period. The terms of the 2018 EIP and the PSU award agreement will govern the PSU grant.
- Participants who meet one of the following criteria are not eligible to participate in the PSU MIP and will be instead eligible for the Cash MIP at 100% of the Individual MIP Target:
 - Total annual MIP incentive target is less than USD \$10,000
 - Total annual incentive target is not fully assigned to MIP metrics (i.e. their annual incentive target is weighted a fraction MIP and a fraction of a separate non-MIP incentive plan)
 - Hired on/or after February 10, 2023
 - Reside in a country other than Australia, Canada, Germany, India, Mauritius, New Zealand, Philippines, Singapore, Thailand, UK, or US; or
 - Individuals who are on a Leave of Absence at time of PSU MIP grant is issued
- Ceridian retains the right to amend these eligibility criteria in its sole discretion

Plan Payment Opportunity

- Ceridian offers no employee any guarantee of any expectation of receiving an incentive or any incentive payment under the MIP.
- Participants have been provided their individual MIP target, as a percentage of their base salary or a fixed dollar amount (“Individual MIP Target”).
- Cash MIP. Subject to the overarching exercise of discretion, as noted herein, any Cash MIP payment will be determined using the employee’s base salary as of December 31, 2023. (Note: In the event of an increase in a Participant’s Target due to a promotion or other pay increase, the additional amount will be eligible for the Cash MIP at 100%).
- PSU MIP. The number of PSUs awarded to the Participant under the 2018 EIP will be determined using the Participant’s Individual MIP Target, as of the date of grant, with a 10% premium. The vesting conditions for the PSU MIP will be determined based on the Incentive Component results as outlined in the PSU award agreement and issued within 45 days of the certification date by the Committee and/or Board.
 - If participants do not accept their PSU award agreement within 120 days, they will forfeit their shares and the PSU MIP portion of their annual target (50%) will be forfeited for the 2023 plan year.
- Notwithstanding anything herein to the contrary, Ceridian retains the overarching discretion to modify, deny or decrease an employee’s MIP payment as it deems fit in its sole discretion based on the employee’s performance and/or disciplinary record.

Termination Provisions

Details of MIP eligibility, plan payments and termination provisions of the Cash MIP can be found on the attached Terms and Conditions document.

For specific terms and conditions of the PSU’s as it relates to termination, refer to the 2018 EIP.

Entire Agreement

This document represents the entire agreement related to the MIP. The terms of the PSU award are set forth in the 2018 EIP and the PSU award agreement; copies of which and other information pertaining to the 2018 EIP have been provided to the Participant. The MIP replaces all prior agreements or representations with respect to the MIP. Neither the Participant nor Ceridian rely upon, or regard as material, any representation (oral or in writing) not expressly included in this document.

APPENDIX A

Definitions

Adjusted EBITDA	Adjusted EBITDA is defined as net income (loss) before interest, taxes, depreciation, and amortization, as adjusted to exclude: net income (loss) from discontinued operations; non-cash charges for asset impairments; gain (loss) on assets and liabilities held in a foreign currency other than the functional currency of a company subsidiary; share-based compensation expense and related employer taxes; non-business as usual severance charges; restructuring consulting fees; significant acquisitions or disposals and related transaction costs; as well as other non-recurring charges, subject to board approval. Float revenue will be included based on using average SRP budget yield rates and actual volume for calculation. Adjusted EBITDA will be presented on constant currency basis (using budgeted currency rates)
Cloud Revenue	Cloud revenue, presented on a constant currency basis, is primarily generated from solutions that are delivered via two Cloud offerings, Dayforce and Powerpay. - Dayforce includes global HR, payroll, benefits, workforce management, and talent management on web and native iOS and Android platforms. Dayforce revenue is primarily generated from monthly recurring fees charged on a PEPM basis, generally one-month in advance of service. Dayforce also includes outsourced human resource solutions to certain Dayforce customers, including Stand Alone Tax. Also included within Dayforce revenue is implementation, staging, and other professional services revenue; revenues from the sale, rental, and maintenance of time clocks; revenue from the sale of third-party services; and billable travel expenses for Dayforce Customers, and Wallet Interchange fee revenue. - Powerpay revenue is primarily generated from recurring fees charged on a per-employee, per-process basis from small market Canadian customers. These values are as adjusted to exclude significant acquisitions or disposals; subject to board approval. Float revenue will be included based on using average SRP budget yield rates and actual volume for calculation.
Sales PEPM ACV	Sales PEPM includes DF PEPM SaaS, DF PEPM Managed, ICP PEPM, Powerpay recurring, MHR recurring, Fulfillment Services, Clocks Software Subscriptions, Tax Recurring and Education recurring

Appendix B

2022 Named Executive Officers MIP Weighting

Metric	D. Ossip ⁽²⁾	L. Turner ⁽²⁾	N. Heuland ⁽²⁾	C. Armstrong ⁽²⁾
Cloud Revenue	33.3%	33.3%	25.0%	18.75%
Adjusted EBITDA	33.3%	33.3%	25.0%	18.75%
Sales PEPM ACV	33.3%	33.3%	25.0%	43.75%
Organizational Efficiencies ¹	-	-	12.5%	9.375%
Organizational Efficiencies – Finance Org. ¹	-	-	12.5%	-
Incremental Growth Plans ¹	-	-	-	9.375%

(1) Payout Opportunity:

Incentive Component	Threshold		Target		Maximum ⁽²⁾	
	Achievement	Incentive Component Payout %	Achievement	Incentive Component Payout %	Achievement	Incentive Component Payout %
Organizational Efficiencies	60.6% of Target	50%	100% of Target	100%	>100% of target	100%
Organizational Efficiencies – Finance Org.	<100% of target	0%	100% of Target	100%	>100% of target	100%
Incremental Growth Plans	70.0% of target	50%	100% of Target	100%	120% of target	150%

(2) The maximum total combined Incentive Component Payout may not exceed:

- a. For Messrs. Ossip, Armstrong, and Ms. Turner, 167%
- b. For Ms. Heuland, 150%

APPENDIX C

Definitions for Individual Component for 2022 Named Executive Officers

Metric	NEO	Definition
Organizational Efficiencies	C. Armstrong N. Heuland (overall and finance)	Employee costs (salary, benefits and labor-related overhead expenses) from January 1, 2023 to December 31, 2023 measured in USD in constant Currency (total of functional labor & benefit expense). Functional level in line with SRP target and budget ownership.
Incremental Growth Plans	C. Armstrong	Total revenue earned in 2023 from specifically named incremental revenue opportunities identified below; Rate Sheet Price Increase (price impact only across full business including Dayforce managed and SaaS, Stand Alone Tax, Powerplay and Bureau), Legacy Price increases (including Redwood Freedom), Cloud Monetization including charging for environment and cloud services, APJ incremental revenue plan, Revenue Leakage Initiative, new offerings (Support & Services, Tiered Managed, Integrations pricing), Stand Alone Tax Revenue Growth Plan, 3rd Party Cloud revenue plan. Detailed definitions noted below.

CERIDIAN HCM HOLDING INC.
2018 Equity Incentive Plan
Performance Stock Unit Award Agreement

Voidable if Not Electronically Signed
La version française de ce message suit la version anglaise

Employee Name/Nom de l'employé: %%FIRST_NAME%- %%%LAST_NAME%- %

Employee ID No./ Matricule: %%EMPLOYEE_IDENTIFIER%- %

Grant Date/ Date d'attribution: %%OPTION_DATE,'Month DD, YYYY'%- %

Target Performance Stock Units/Nombre d'unités d'actions temporairement inaccessibles:

%%TOTAL_SHARES_GRANTED,'999,999,999'%- %

Performance Period:

This Performance Stock Unit Award Agreement (this "*Agreement*") is made by and between Ceridian HCM Holding Inc., a Delaware corporation (the "*Company*"), and the above-named participant (the "*Participant*"), effective as of the above-designated grant date (the "*Grant Date*").

RECITALS

WHEREAS, the Company has adopted the Ceridian HCM Holding Inc. 2018 Equity Incentive Plan (as the same may be amended from time to time, the "*Plan*"), which Plan is incorporated herein by reference and made a part of this Agreement, and capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to those terms in the Plan; and

WHEREAS, the Committee and/or the Board has authorized and approved the grant of an Award to the Participant that will provide the Participant the opportunity to acquire a target number of shares of Common Stock ("*Shares*") upon the settlement of performance-based restricted stock units on the terms and conditions set forth in the Plan and this Agreement ("*Performance Stock Units*").

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. **Grant of Performance Stock Unit Award.** The Company hereby grants to the Participant the above-designated target number of Performance Stock Units (the "*Target Performance Stock Units*") on the terms and conditions set forth in the Plan and this Agreement, subject to adjustment as set forth in the Plan. For purposes of this Agreement, "*Employer*" means the Company, or if different, the Subsidiary to which the Participant provides Service. Each Performance Stock Unit represents a contractual right to receive one (1) Share upon the satisfaction of the terms and conditions of this Agreement. The actual number of Performance Stock Units that may become vested and settled pursuant to this Agreement will depend on the achievement of the performance metrics defined and reflected in Exhibit A to this Agreement (the "*Performance Metrics*") during the Performance Period. The number of Target Performance Stock Units shall be apportioned to each Performance Metric as provided in Exhibit A to this Agreement.
2. **Vesting and Forfeiture of Performance Stock Units.**
 - (a) **Normal Vesting.** Subject to the terms and conditions set forth in the Plan and this Agreement, the Award shall vest with respect to the Target Performance Stock Units, if any, as determined pursuant to the terms of Exhibit A, which is incorporated by reference herein and made a part of this Agreement; provided that (except as set forth in Sections 2(b) - 2(e) below) the Award shall not vest with respect to any Performance Stock Units under the terms of this Agreement unless the Participant remains in Service from the Grant Date through the later of (i) the date on which the Committee determines the actual number of Performance Stock Units that vest pursuant to the achievement of the Performance Metrics (the "*Certification Date*"), or (ii) the vesting date pursuant to the terms of Exhibit A. The Committee shall determine the actual number of Performance Stock Units that vest pursuant to the achievement of the Performance Metrics and such determination shall be final and conclusive. Until the Committee has made such a determination, none of the Performance Metrics will be considered to have been satisfied and the Participant shall have no vested interest in the Performance Stock Units. The Committee shall complete the certification no later than three (3) calendar months following the last day of the Performance Period (the "*Certification Deadline*"). If the Committee does not complete the certification by the Certification Deadline, the Participant shall not vest in any portion of the Target Performance Stock Units and the Target Performance Stock Units immediately shall be forfeited.
 - (b) **Death.** In the event of the Participant's termination of continuous Service due to death, the Target Performance Stock Units shall become vested as of the date of the Participant's death.
 - (c) **Retirement.** In the event the Participant's termination of continuous Service due to Retirement and to the extent the vesting period exceeds one (1) year, the Earned Percentage of the Target Performance Stock Units shall become vested as of the date of the Participant's termination of continuous Service due to Retirement. For purposes of this Agreement, "Retirement" shall mean a Participant's voluntary or involuntary termination of continuous Service without Cause upon (i) the attainment of age 65; and (ii) the completion of 10 years of continuous Service with the Company or its Subsidiaries. Further, the "Earned Percentage" shall mean a fraction, the numerator of which shall be the number of whole months the Participant remained in continuous Service during the Performance Period and the denominator of which shall be the number of whole months in the Performance Period.
 - (d) **Involuntary Termination of Service.** In the event of the Participant's involuntary termination of continuous Service without Cause and for reasons other than Death or Retirement, and to the extent the vesting period exceeds one (1) year, the Earned Percentage of the Target Performance

Stock Units shall become vested as of the date of the Participant's involuntary termination of continuous Service without Cause. Further, the "Earned Percentage" shall mean a fraction, the numerator of which shall be the number of whole months the Participant remained in continuous Service during the Performance Period and the denominator of which shall be the number of whole months in the Performance Period.

- (e) **Termination of Service.** In the event of the Participant's termination of continuous Service for reasons other than as provided in Sections 2(b), 2(c) and 2(d), the Target Performance Stock Units shall be forfeited as of the date of the Participant's termination of continuous Service. Without limiting the generality of the foregoing and for the sake of clarity, any Shares (and any resulting proceeds) previously acquired pursuant to the Performance Stock Units will continue to be subject to Section 13.2 (Termination for Cause) and 13.3 (Right of Recapture) of the Plan.

3. **Settlement.** The Company shall deliver to the Participant, within forty-five (45) days of the later of (a) the Certification Date, or (b) the vesting date pursuant to the terms of Exhibit A, a number of whole Shares equal to the aggregate number of Performance Stock Units that vest as of such date, rounded to the nearest whole Share (no fractional Shares or cash in lieu of fractional Shares will be delivered). The Company may deliver such Shares either through book entry accounts held by, or in the name of, the Participant or cause to be issued a certificate or certificates representing the number of Shares to be issued in respect of the Performance Stock Units, registered in the name of the Participant. Notwithstanding the foregoing, the Performance Stock Units may be settled in the form of: (a) cash, to the extent settlement in Shares (i) is prohibited under applicable laws, (ii) would require the Participant, the Company or the Employer to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and country of Service, if different), or (iii) is administratively burdensome; or (b) Shares, but the Company may require the Participant to immediately sell such Shares if necessary to comply with applicable laws (in which case, the Participant hereby expressly authorizes the Company to issue sales instructions in relation to such Shares on the Participant's behalf).

4. **Responsibility for Taxes.**

- (a) Regardless of any action the Company or the Employer takes with respect to any or all income tax, social insurance, payroll tax, fringe benefit, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant or deemed by the Company or the Employer to be an appropriate charge to the Participant even if technically due by the Company or the Employer (the "Tax-Related Items"), the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. The Participant further acknowledges and agrees that the Company and/or the Employer:
- (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Participant's participation in the Plan, including, but not limited to, the grant of Performance Stock Units, the vesting of Performance Stock Units, the subsequent sale of Shares purchased under the Plan and the receipt of any dividends;
 - (ii) do not commit to and are under no obligation to structure the terms of the Performance Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result; and
 - (iii) if the Participant has become subject to tax in more than one jurisdiction between the date the Performance Stock Units are granted and the date of any relevant taxable or tax withholding event, the Participant acknowledges that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.
- (b) Prior to the relevant taxable or taxable withholding event, as applicable, the Participant expressly agrees that, except as otherwise prohibited under applicable law, all Tax-Related Items required to be withheld with respect to the Performance Stock Units shall be satisfied pursuant to a mandatory "sell-to-cover" method whereby a sufficient number of whole Shares otherwise issuable to the Participant upon vesting of the Performance Stock Units shall be sold by the Plan Broker (as defined below) on behalf of the Participant to satisfy the amount of the required Tax-Related Items required to be withheld (the "STC Tax Withholding Method"). For purposes of the foregoing,
- (i) the Participant shall be deemed to have been issued the full number of Shares otherwise issuable on the applicable vesting date, notwithstanding that a number of whole Shares has been sold by the Plan Broker on behalf of the Participant to satisfy the Tax-Related Items required to be withheld,
 - (ii) the Company or the Employer may determine the amount of Tax-Related Items by considering applicable statutory withholding rates (as determined by the Company or the Employer in good faith and in its sole discretion) or other applicable withholding rates, including maximum withholding rates,
 - (iii) the Participant shall have no discretion or authority with respect to sales made by the Plan Broker to satisfy the Tax-Related Items. To the extent the STC Tax Withholding Method is prohibited under applicable law, the Participant shall be required make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items required to be withheld. For the sake of clarity, the Company expressly intends for the STC Tax Withholding Method to fully comply with Rule 16b-3 of the Securities Exchange Act of 1934 (the "Exchange Act") to the extent the Participant is subject to Section 16 of the Exchange Act, and
 - (iv) except in the event of the Participant's death or disability, the STC Tax Withholding Method will be unavailable to satisfy any Tax-Related Items (a) to the extent the Participant is subject to Section 16 of the Exchange Act, until the later of (i) 90 days following the date of this Agreement and (ii) two business days following the filing of the Company's Form 10-K or Form 10-Q for the fiscal quarter in which this Agreement is electronically accepted, or (b) for all other Participants, 30 days following the date of this Agreement.
- (c) Finally, the Participant agrees to pay to the Company or the Employer any number of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company or the Employer may refuse to honor the vesting of the Performance Stock Units, or refuse to deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

5. **Change of Control.** Notwithstanding anything in this Agreement to the contrary, upon a Change of Control where the Performance Stock Units are assumed, continued or substituted by the acquiring/surviving corporation, in the event of the Participant's involuntary termination of continuous Service without Cause within 12 months of the effective date of the Change of Control, the Target Performance Stock Units shall become vested as of the date of the Participant's involuntary termination of continuous Service without Cause. In the event of a Change of Control in which the Performance Stock

Units are not assumed, continued, or substituted by the acquiring/surviving corporation, the Target Performance Stock Units shall immediately vest in full as of the effective date of such Change of Control and the vested Performance Stock Units shall be settled in accordance with Section 3 of this Agreement.

6. **Compliance with Laws.** If the Participant is a resident or providing Service outside of the United States, as a condition of participation, the Participant agrees to repatriate all payments attributable to the Shares or cash acquired under the Plan (including, but not limited to, dividends and any proceeds derived from the sale of Shares acquired under the Plan) in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of Service, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Employer, as may be required to allow the Company and the Employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of Service, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of Service, if different).
7. **Private Placement.** If the Participant is a resident or providing Service outside of the United States, the Performance Stock Units are not intended to be a public offering of securities in the Participant's country of residence (or country of Service, if different). The Company has not submitted a registration statement, prospectus or other filing with the local securities authorities (unless otherwise required under local law), and the Performance Stock Units are not subject to the supervision of local securities authorities.
8. **No Advice Regarding Participation.** No employee of the Company or its Subsidiaries is permitted to advise the Participant regarding participation in the Plan. The Participant should consult with the Participant's qualified personal tax, legal and financial advisors before taking any action related to the Plan.
9. **Insider Trading and Market Abuse Laws:** By participating in the Plan, the Participant agrees to comply with the Company's policy on insider trading (to the extent that it is applicable to the Participant). The Participant acknowledges that, depending on the Participant or the Participant's broker's country of residence or where the Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws that may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares or rights linked to the value of Shares during such times the Participant is considered to have material non-public information, or "inside information" regarding the Company as defined in the laws or regulations in the Participant's country of residence (and country of Service, if different). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. By electronically accepting this Agreement, the Participant represents that, as of the Grant Date, the Participant is unaware of any material inside information regarding the Company. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis), and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company insider trading policy. The Participant acknowledges that it is the Participant's responsibility to comply with any restrictions and the Participant should speak to a personal advisor on this matter.
10. **Imposition of Other Requirements:** The Company reserves the right to impose other requirements on the Performance Stock Units, any Shares acquired pursuant to the Performance Stock Units and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable for legal or administrative reasons. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
11. **Data Privacy.** The Participant hereby explicitly and unambiguously consents to the collection, use, processing and transfer, in electronic or other form, of the Participant's personal data as described in this document by and among, as applicable, the Company and its Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

The Participant understands that the Company and the Employer hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, family size, marital status, sex, beneficiary information, emergency contacts, passport/visa information, age, language skills, driver's license information, nationality, C.V. (or resume), wage history, references, social insurance number, resident registration number or other identification number, salary, job title, severance contract, current wage and benefit information, personal bank account number, tax-related information, plan or benefit enrollment forms and elections, award or benefit statements, any Shares or directorships in the Company, details of all awards or any other entitlements to Shares awarded, canceled, purchased, vested, unvested or outstanding for purpose of managing and administering the Plan ("Data").

The Participant understands that Data may be transferred to E*TRADE or any successor plan broker / administrator engaged by the Company (the "Plan Broker") and any third parties assisting in the implementation, administration and management of the Plan including, but not limited to, the Subsidiaries or Affiliates of the Company. These third-party recipients may be located in the Participant's country of residence (and country of Service, if different) or elsewhere, and the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant understands that the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Human Resources Department.

The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Participant may elect to deposit any Shares acquired. The Participant understands that Data only will be held as long as is necessary to implement, administer and manage the Participant's participation in the Plan.

The Participant understands that the Participant 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 the Company's Human Resources Department. If the Participant does not consent, or if the Participant later seeks to revoke consent, the Participant's service status and career will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant the Participant purchase rights or administer or maintain such purchase rights. Therefore, the Participant understands that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact the Company's Human Resources Department.

Finally, upon request of the Company or the Employer, the Participant agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country of residence (and country of Service, if different), either now or in the future. The Participant understands and agrees that the Participant will

be unable to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.

12. Nature of the Benefit. The Participant understands and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be amended, modified, suspended or terminated by the Company at any time as provided in the Plan;
- (b) the grant of Performance Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Performance Stock Units, or benefits in lieu of Performance Stock Units, even if Performance Stock Units have been granted repeatedly in the past;
- (c) all decisions with respect to future grants, if any, including, but not limited to, the times when the Performance Stock Units shall be granted and the vesting period will be at the sole discretion of the Company;
- (d) the Participant's participation in the Plan is voluntary;
- (e) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
- (f) the Performance Stock Units and any underlying Shares are not intended to replace any pension rights or compensation;
- (g) the grant of Performance Stock Units and the underlying Shares are an extraordinary item of compensation outside the scope of the Participant's employment (and employment contract, if any) with the Employer and is not part of normal or expected compensation for any purpose, including, without limitation, 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 grant of Performance Stock Units will not be interpreted to form an employment contract with the Employer;
- (i) the Company and the Employer are not liable for any exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Shares or any amounts due pursuant to settlement or the subsequent sale of any Shares; and
- (j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Stock Units under the Plan resulting from the Participant's termination of Service with the Employer for any reason (for any reason and whether or not in breach of local labor laws and whether or not later found to be invalid).

13. Country Addendum; Interpretation of Terms; General. The term "Country Addendum" means any document prepared by the Company and which refers to this Agreement and contains additional Performance Stock Unit terms to address matters pertaining to the Participant's then current country of residence (and country of Service, if different). If the Participant relocates to one of the countries included in the Country Addendum, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms as may be necessary or advisable to accommodate the Participant's transfer). The Country Addendum constitutes part of this Agreement. The Committee shall interpret the terms of the Performance Stock Units, this Agreement, the Plan and any Country Addendum, and all determinations by the Committee shall be final and binding. The Company may, without the Participant's consent, assign all of their respective rights and obligations under the Performance Stock Unit to their respective successors and assigns. Following an assignment to the successor of the Company, as applicable, all references herein to the Board of Directors and Committee shall be references to the board of directors and committee, as applicable, of the successor of the Company. This Agreement, the Plan and any Country Addendum contain the complete agreement between the Company and the Participant concerning the Performance Stock Units, are governed by the laws of the State of Delaware (or the laws stated in an applicable Country Addendum), and may be amended only in writing, signed by an authorized officer of the Company. The Participant will take all actions reasonably requested by the Company to enable the administration of the Performance Stock Units and Plan and/or comply with the local laws and regulations of the Participant's then current country of residence. No waiver of any breach or condition of this Agreement, the Plan or a Country Addendum shall be deemed to be a waiver of any other or subsequent breach or condition whether of like or different nature.

14. Compensation Recoupment Policy. The Performance Stock Units and any Shares issued thereunder shall be subject to any compensation recoupment policy of the Company that is applicable by its terms to the Participant and to awards of this type. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company.

15. Additional Covenants. *To the extent enforceable by applicable law, and in consideration of the receipt of the Performance Stock Units granted by this Agreement, the Participant by signing below covenants and agrees to the covenants set out in Exhibit B hereto.*

16. Miscellaneous Provisions

- (a) Rights of a Shareholder of the Company. Prior to settlement of the Performance Stock Units in Shares, neither the Participant nor the Participant's representative will have any rights as a shareholder of the Company with respect to any Shares underlying the Performance Stock Units. To the extent the Company pays any regular cash dividends to its shareholders, dividend equivalent rights with respect to the Shares will be accumulated and will be satisfied in additional Performance Stock Units that are subject to the same terms and conditions of the applicable Performance Stock Units.
- (b) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter of this Agreement. This Agreement and the Plan supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter of this Agreement.
- (c) Official Language. The official language of this Agreement, the Plan and any Country Addendum is English. Documents or notices not originally written in English shall have no effect until they have been translated into English, and the English translation shall then be the prevailing form of such documents or notices. Any notices or other documents required to be delivered to the Company under this Agreement, shall be translated into English, at the Participant's expense, and provided promptly to the Company in English. The Company may also request an untranslated copy of such documents.
- (d) Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant, the Participant's executor, personal representative(s), distributees, administrator, permitted transferees, permitted assignees, beneficiaries, and legatee(s), as applicable, whether or not any such person will have become a party to this Agreement and have agreed in writing to be joined herein and be bound by the terms hereof.

- (e) Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then the remaining provisions will nevertheless be binding and enforceable.
- (f) Amendment. Except as otherwise provided in the Plan, this Agreement will not be amended unless the amendment is agreed to in writing by both the Participant and the Company.
- (g) Signature in Counterparts. This Agreement may be signed in counterparts, manually or electronically, each of which will be an original, with the same effect as if the signatures to each were upon the same instrument.
- (h) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to any Awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.
- (i) Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions of the Plan and this Agreement and accepts the Performance Stock Units subject to all of the terms and conditions of the Plan and this Agreement. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable term and provision of the Plan will govern and prevail.
- (j) Section 409A. The Performance Stock Units are intended to be short-term deferrals exempt from Section 409A of the Code ("*Section 409A*"), to the extent applicable, and notwithstanding anything to the contrary herein, the Plan and this Agreement shall be interpreted and administered consistent with such intent, but in the event that any portion of this Award constitutes deferred compensation within the meaning of Section 409A, then the issuance of Shares shall comply with Section 409A. If any provision of the Plan or this Agreement would, in the reasonable, good faith judgment of the Committee, result or likely result in the imposition on the Participant of a penalty tax under Section 409A, the Committee may modify the terms of the Plan or this Agreement, without the consent of the Participant, in the manner that the Committee may determine to be necessary or advisable to avoid the imposition of such penalty tax. This Section 15(j) does not create an obligation on the part of the Company to modify the Plan or this Agreement and does not guarantee that the Performance Stock Units will not be subject to taxes, interest and penalties under Section 409A. In no event shall the Company be liable for any such taxes, interest or penalties that may be imposed.

Please read the Plan, the Agreement and the Country Addendum carefully as those documents contain important terms and conditions relating to the Performance Stock Units. In order to receive the Performance Stock Units, the Participant must acknowledge and accept the terms and conditions of the Plan and the Agreement electronically using the E*TRADE system. By electronically accepting the Performance Stock Units in the E*TRADE system, the Participant is acknowledging that he / she has reviewed, understood and agrees to the terms of the Plan and the Agreement and the Participant's intent to electronically sign the Agreement. If the Participant does not accept the Performance Stock Units electronically in the E*TRADE system within 120 days of the grant date, the Company will cancel the Performance Stock Units in its entirety, without any requirement to provide notice to the Participant, and it will cease to appear in the Participant's E*TRADE account or otherwise be outstanding. It is solely the Participant's responsibility to accept the Performance Stock Units.

By clicking on the "Accept" button, the Participant confirms having read and understood the documents relating to this grant, including Section 11 of this Agreement entitled Data Privacy, which were provided to you in the English language. The Participant accepts the terms of those documents accordingly.



By
Authorized Officer

The Participant has signed this Agreement upon electronically acknowledging acceptance with the intent to sign, in accordance with Section 16(h)

CERIDIAN HCM HOLDING INC.
2018 Equity Incentive Plan
Performance Stock Unit Award Agreement

COUNTRY ADDENDUM

This Country Addendum to the Agreement includes additional terms and conditions that govern the Performance Stock Units and the Participant's participation in the Plan if the Participant resides and/or works outside of the United States. **The information contained in this Country Addendum is based on the securities, exchange control and other laws in effect in the respective countries as of February 2023.** If the Participant is a citizen of a country other than that in which the Participant is currently residing and/or working, or is considered a resident of another country for local law purposes, the Country Addendum may not apply, or may not apply in the same manner, to the Participant, as shall be determined by the Company in view of applicable laws and the intent of the Company in granting the Award. Further, if the Participant transfers to another country reflected in this Country Addendum, the additional terms and conditions for such country (if any) will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms as may be necessary or advisable to accommodate the Participant's transfer). Capitalized terms not defined in this Country Addendum but defined in the Agreement or the Plan shall have the same meaning as in the Agreement or the Plan.

AUSTRALIA

1. **Australia Resident Employees.** This grant is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

If the Participant offers Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Participant should obtain legal advice on the Participant's disclosure obligations prior to making any such offer.

2. **Award Conditioned on Satisfaction of Regulatory Obligations.** If the Participant is (a) a director of a Subsidiary incorporated in Australia, or (b) a person who is a management-level executive of a Subsidiary incorporated in Australia and who also is a director of a Subsidiary incorporated outside of Australia, the grant of the Performance Stock Units is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.
3. **Tax Information.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

CANADA

1. **Securities Law Information.** The Participant is permitted to sell Shares acquired through the Plan Broker, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed.
2. **Termination Date.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, the effective date of the Participant's termination of Service for purposes of the Performance Stock Units shall be the last day of any statutory notice of termination period required under applicable law but does not include any other period of notice or severance that was, or ought to have been given, in respect of the termination of the Employee's employment.
3. **Settlement in Shares.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, no cash or other property (other than newly issued Shares) shall be issuable or deliverable by the Company upon vesting of the Participant's Performance Stock Units hereunder. If the aggregate number of Shares issuable to such Participant upon vesting of the Participant's Performance Stock Units hereunder would otherwise include a fraction of a Share, such number of Shares shall be rounded down to the nearest whole number of Shares.

If the Participant is a resident of Quebec, the following provision applies:

4. **French Language Documents.** A French translation of the Agreement, the Country Addendum, the Plan and certain other documents related to the Performance Stock Units will be made available to the Participant as soon as reasonably practicable following the Participant's written request. The Participant understands that, from time to time, additional information related to the Performance Stock Units may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such information into French as soon as reasonably practicable. Notwithstanding anything to the contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of this document and certain other documents related to the Performance Stock Units will govern the Participant's Performance Stock Units and the Participant's participation in the Plan.

[INSERT TRANSLATION]

5. **Data Privacy Consent.** The following provision supplements Section 11 of the Agreement:

The Participant hereby authorizes the Company and the Company's representatives to discuss and obtain all relevant information regarding the Participant's Performance Stock Units and the Participant's participation in the Plan from all personnel, professional or non-professional, involved with the administration of the Plan. The Participant further authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators that are assisting the Company with the operation and administration of the Plan to disclose and discuss the Plan and the Participant's participation in the Plan with their advisors. The Participant further authorizes the Company and the Company's subsidiaries and affiliates to record information regarding the Participant's Performance Stock Units and the Participant's participation in the Plan and to keep such information in the Participant's file. The Participant acknowledges and agree that the Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the U.S. If applicable, the Participant also acknowledges and authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators, such as E*TRADE, that are assisting the Company with the operation and administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

[INSERT TRANSLATION]

CHINA

The following terms and conditions will apply to the extent that the Company, in its discretion, determines that the Participant's participation in the Plan will be subject to exchange control requirements in the People's Republic of China ("PRC"), as implemented by the PRC State Administration of Foreign Exchange ("SAFE"):

1. **Performance Stock Units Conditioned on Satisfaction of Regulatory Obligations.** Notwithstanding anything to the contrary in the Agreement or the Plan, no Shares will be issued to the Participant in settlement of the Performance Stock Units unless and until all necessary exchange control or other approvals with respect to the Performance Stock Units granted under the Plan have been obtained from the SAFE or its local counterpart ("SAFE Approval"). In the event that SAFE Approval has not been obtained prior to any date(s) on which the Performance Stock Units is scheduled to vest in accordance with the vesting schedule set forth in the Agreement, any Shares which are contemplated to be issued in settlement of such vested Performance Stock Units shall be held by the Company in escrow on behalf of the Participant until SAFE Approval is obtained.
2. **Shares Must Be Held with Plan Broker.** All Shares issued upon settlement of the Performance Stock Units will be deposited into a personal brokerage account established with the Company's Plan Broker on the Participant's behalf. The Participant understands that the Participant may sell the Shares at any time after they are deposited in such account, however, the Participant may not transfer the Shares out of the brokerage account with the Plan Broker.
3. **Mandatory Sale of Shares Following Termination of Service.** The Participant shall be required to sell all Shares acquired upon vesting of the Performance Stock Units no later than six (6) months following the Participant's termination of Service with the Company and its Subsidiaries (or such other period as may be required by the SAFE). If any Shares remain unsold following the designated period following the Participant's termination of Service, the Participant hereby directs, instructs and authorizes the Company to issue sale instructions on the Participant's behalf to the Plan Broker to sell such Shares. The Participant agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Plan Broker) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Participant acknowledges that neither the Company nor the Plan Broker is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Participant in accordance with applicable exchange control laws and regulations.
4. **Exchange Control Restrictions.** The Participant understands and agrees that, pursuant to local exchange control requirements, the Participant will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. The Participant further understands that such repatriation of proceeds may be effected through a special bank account established by the Company or its Subsidiaries and Affiliates, and the Participant hereby consents and agrees that proceeds from the sale of Shares acquired under the Plan may be transferred to such account by the Company on the Participant's behalf prior to being delivered to the Participant and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to the Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to the Participant in U.S. dollars, the Participant understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to the Participant in local currency, the Participant acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Participant. The Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.
5. **Administration.** The Company shall not be liable for any costs, fees, lost interest or dividends or other losses the Participant may incur or suffer resulting from the enforcement of the terms of this Country Addendum or otherwise from the Company's operation and enforcement of the Plan, the Agreement and the Performance Stock Units in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

GERMANY

No country-specific provisions.

IRELAND

No country-specific provisions.

INDIA

No country-specific provisions.

MAURITIUS

No country-specific provisions.

MALAYSIA

No country-specific provisions.

NEW ZEALAND

1. **Securities Law Notice.**

WARNING: This is an offer of Performance Stock Units which, upon vesting and settlement in accordance with the terms of the Plan and the Agreement, will be converted into Shares. Shares provide the Participant with a stake in the ownership of the Company. the Participant may receive a return on any Shares acquired under the Plan if dividends are paid.

If the Company runs into financial difficulties and is wound up, the Participant will be paid only after all creditors and holders of preference shares have been paid. The Participant may lose some or all of his / her 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 make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Participant may not be given all the information usually required. The Participant also will have fewer other legal protections for this investment. On this basis, the Participant should seek independent professional advice before acquiring any Shares under the Plan.

The Shares are quoted on the New York Stock Exchange under the symbol "CDAY". This means that if Participant acquires Shares under the Plan, the Participant may be able to sell them on the New York Stock Exchange if there are interested buyers. The price will depend on the demand for the Shares.

A copy of the Company'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 the Company's business that may affect the value of the Shares, are included in the Company'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, as well as on the Company's Investor Relations website at <https://investors.ceridian.com/overview/default.aspx>.

PHILIPPINES

1. **Participation Subject to PSEC Exemption.** The Participant acknowledges and agrees that the Participant's participation in the Plan is subject to and contingent upon the Company's receipt of the required exemption from the requirements of securities registration from the Philippines Securities and Exchange Commission (the "**PSEC**"). Notwithstanding any provision of the Plan or the Agreement to the contrary, if the Company has not obtained, or does not maintain, the necessary securities approval/confirmation, the Participant will not vest in the Performance Stock Units and no Shares will be issued under the Plan.
2. **Securities Law Information.** The Participant will not be able to acquire Shares upon vesting and settlement of the Participant's Performance Stock Units unless the vesting/issuance of Shares complies with all applicable laws and regulations as determined by the Company. The Company assumes no liability if the Participant's Performance Stock Units cannot be vested and will not provide the Participant with any benefits/compensation in lieu of the Performance Stock Units. If the Participant acquires Shares upon vesting and settlement of the Performance Stock Units, the Participant is permitted to dispose of or sell such Shares, provided the offer and resale of the Shares takes place outside of the Philippines through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange in the United States of America.

SINGAPORE

1. **Sale Restriction on Shares.** Shares received upon vesting of the Performance Stock Units are accepted as a personal investment. In the event that the Performance Stock Units vest and Shares are issued to the Participant (or the Participant's heirs) within six (6) months of the Grant Date, the Participant (or the Participant's heirs) expressly agrees that the Shares will not be offered to the public or otherwise disposed of prior to the six (6)-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("**SFA**") or pursuant to, and in accordance with the conditions of, any other applicable provision(s) of the SFA.
2. **Private Placement.** The grant of the Performance Stock Units is being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("**SFA**"). The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Participant should note that the Performance Stock Units are subject to section 257 of the SFA and the Participant will not be able to make any subsequent sale of the Shares in Singapore, or any offer of such subsequent sale of the Shares subject to the grant in Singapore, unless such sale or offer is made (i) after six (6) months from the Grant Date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

UNITED KINGDOM

1. **Responsibility for Taxes.** The following provision supplements Section 4 of the Agreement:

The Participant agrees to be liable for any Tax-Related Items and hereby covenants to pay any such Tax-Related Items, as and when requested by the Company or the Employer or by Her Majesty's Revenue & Customs ("**HMRC**") (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified the Company 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 the Participant's behalf.

Notwithstanding the foregoing, if the Participant is a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision may not apply. In such case, the Participant understands that the Participant may not be able to indemnify the Company for the amount of any income tax not collected from or paid by the Participant and, therefore, any such income tax not so collected from or paid by the Participant within 90 days after the end of the U.K. tax year in which the event giving rise to the Tax-Related Items occurs may constitute a benefit to the Participant on which additional income tax and national insurance contributions may be payable. The Participant acknowledges that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in the Agreement. However, the Participant is primarily responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime.

**CERIDIAN HCM HOLDING INC.
2018 Equity Incentive Plan
Performance Stock Unit Award Agreement
EXHIBIT A - PERFORMANCE METRICS**

EXHIBIT B

Restrictive Covenants

Participant covenants and agrees that while providing service to the Company or any Subsidiary and for one (1) year following Participant's separation from Service (whether initiated by Participant or the Company) (the "Non-Compete Period"), Participant shall not:

- a. directly or indirectly hire or solicit the employment or services of any then current employee of the Company or any Subsidiary (this restriction does not prevent (i) general solicitations to the public or (ii) providing employment references for people who are not seeking employment with Participant's then current third-party employer);
- b. directly or indirectly solicit any then current customer of the Company or any Subsidiary for the purpose of selling or providing that customer any products or services that directly compete with the products or services of the Company or any Subsidiary; and/or
- c. work as an employee or consultant for, or beneficially own more than 5% of the equity or voting securities of, any company or entity that directly competes with the Company's human capital management business.

During the Non-Compete Period, if Participant intends to seek any employment, consulting or ownership relationship that might violate these covenants, Participant shall provide the Company at least 30 days advance written notice of that intended change. The Company may in its reasonable and sole discretion determine whether or not that intended change would violate these covenants, and shall promptly notify Participant of that determination. In addition to the Company's other remedies available under applicable law, the Option will expire and be forfeited if Participant breaches the restrictions in these covenants.

CERIDIAN HCM HOLDING INC.
2018 Equity Incentive Plan
Performance Stock Unit Award Agreement

Voidable if Not Electronically Signed
La version française de ce message suit la version anglaise

Employee Name/Nom de l'employé: %%FIRST_NAME%- %%%LAST_NAME%- %

Employee ID No./ Matricule: %%EMPLOYEE_IDENTIFIER%- %

Grant Date/ Date d'attribution: %%OPTION_DATE,'Month DD, YYYY'%- %

Target Performance Stock Units/Nombre d'unités d'actions temporairement inaccessibles:

%%TOTAL_SHARES_GRANTED,'999,999,999'%- %

Performance Period:

This Performance Stock Unit Award Agreement (this "*Agreement*") is made by and between Ceridian HCM Holding Inc., a Delaware corporation (the "*Company*"), and the above-named participant (the "*Participant*"), effective as of the above-designated grant date (the "*Grant Date*").

RECITALS

WHEREAS, the Company has adopted the Ceridian HCM Holding Inc. 2018 Equity Incentive Plan (as the same may be amended from time to time, the "*Plan*"), which Plan is incorporated herein by reference and made a part of this Agreement, and capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to those terms in the Plan; and

WHEREAS, the Committee and/or the Board has authorized and approved the grant of an Award to the Participant that will provide the Participant the opportunity to acquire a target number of shares of Common Stock ("*Shares*") upon the settlement of performance-based restricted stock units on the terms and conditions set forth in the Plan and this Agreement ("*Performance Stock Units*").

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. **Grant of Performance Stock Unit Award.** The Company hereby grants to the Participant the above-designated target number of Performance Stock Units (the "*Target Performance Stock Units*") on the terms and conditions set forth in the Plan and this Agreement, subject to adjustment as set forth in the Plan. For purposes of this Agreement, "*Employer*" means the Company, or if different, the Subsidiary to which the Participant provides Service. Each Performance Stock Unit represents a contractual right to receive one (1) Share upon the satisfaction of the terms and conditions of this Agreement. The actual number of Performance Stock Units that may become vested and settled pursuant to this Agreement will depend on the achievement of the performance metrics defined and reflected in Exhibit A to this Agreement (the "*Performance Metrics*") during the Performance Period. The number of Target Performance Stock Units shall be apportioned to each Performance Metric as provided in Exhibit A to this Agreement.
2. **Vesting and Forfeiture of Performance Stock Units.**
 - (a) **Normal Vesting.** Subject to the terms and conditions set forth in the Plan and this Agreement, the Award shall vest with respect to the Target Performance Stock Units, if any, as determined pursuant to the terms of Exhibit A, which is incorporated by reference herein and made a part of this Agreement; provided that (except as set forth in Sections 2(b) - 2(e) below) the Award shall not vest with respect to any Performance Stock Units under the terms of this Agreement unless the Participant remains in Service from the Grant Date through the later of (i) the date on which the Committee determines the actual number of Performance Stock Units that vest pursuant to the achievement of the Performance Metrics (the "*Certification Date*"), or (ii) the vesting date pursuant to the terms of Exhibit A. The Committee shall determine the actual number of Performance Stock Units that vest pursuant to the achievement of the Performance Metrics and such determination shall be final and conclusive. Until the Committee has made such a determination, none of the Performance Metrics will be considered to have been satisfied and the Participant shall have no vested interest in the Performance Stock Units. The Committee shall complete the certification no later than three (3) calendar months following the last day of the Performance Period (the "*Certification Deadline*"). If the Committee does not complete the certification by the Certification Deadline, the Participant shall not vest in any portion of the Target Performance Stock Units and the Target Performance Stock Units immediately shall be forfeited.
 - (b) **Death.** In the event of the Participant's termination of continuous Service due to death, the Target Performance Stock Units shall become vested as of the date of the Participant's death.
 - (c) **Retirement.** In the event the Participant's termination of continuous Service due to Retirement and to the extent the vesting period exceeds one (1) year, the Earned Percentage of the Target Performance Stock Units shall become vested as of the date of the Participant's termination of continuous Service due to Retirement. For purposes of this Agreement, "Retirement" shall mean a Participant's voluntary or involuntary termination of continuous Service without Cause upon (i) the attainment of age 65; and (ii) the completion of 10 years of continuous Service with the Company or its Subsidiaries. Further, the "Earned Percentage" shall mean a fraction, the numerator of which shall be the number of whole months the Participant remained in continuous Service during the Performance Period and the denominator of which shall be the number of whole months in the Performance Period.
 - (d) **Involuntary Termination of Service.** In the event of the Participant's involuntary termination of continuous Service without Cause and for reasons other than Death or Retirement, and to the extent the vesting period exceeds one (1) year, the Earned Percentage of the Target Performance

Stock Units shall become vested as of the date of the Participant's involuntary termination of continuous Service without Cause. Further, the "Earned Percentage" shall mean a fraction, the numerator of which shall be the number of whole months the Participant remained in continuous Service during the Performance Period and the denominator of which shall be the number of whole months in the Performance Period.

- (e) **Termination of Service.** In the event of the Participant's termination of continuous Service for reasons other than as provided in Sections 2(b), 2(c) and 2(d), the Target Performance Stock Units shall be forfeited as of the date of the Participant's termination of continuous Service. Without limiting the generality of the foregoing and for the sake of clarity, any Shares (and any resulting proceeds) previously acquired pursuant to the Performance Stock Units will continue to be subject to Section 13.2 (Termination for Cause) and 13.3 (Right of Recapture) of the Plan.

3. **Settlement.** The Company shall deliver to the Participant, within forty-five (45) days of the later of (a) the Certification Date, or (b) the vesting date pursuant to the terms of Exhibit A, a number of whole Shares equal to the aggregate number of Performance Stock Units that vest as of such date, rounded to the nearest whole Share (no fractional Shares or cash in lieu of fractional Shares will be delivered). The Company may deliver such Shares either through book entry accounts held by, or in the name of, the Participant or cause to be issued a certificate or certificates representing the number of Shares to be issued in respect of the Performance Stock Units, registered in the name of the Participant. Notwithstanding the foregoing, the Performance Stock Units may be settled in the form of: (a) cash, to the extent settlement in Shares (i) is prohibited under applicable laws, (ii) would require the Participant, the Company or the Employer to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and country of Service, if different), or (iii) is administratively burdensome; or (b) Shares, but the Company may require the Participant to immediately sell such Shares if necessary to comply with applicable laws (in which case, the Participant hereby expressly authorizes the Company to issue sales instructions in relation to such Shares on the Participant's behalf).

4. **Responsibility for Taxes.**

- (a) Regardless of any action the Company or the Employer takes with respect to any or all income tax, social insurance, payroll tax, fringe benefit, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant or deemed by the Company or the Employer to be an appropriate charge to the Participant even if technically due by the Company or the Employer (the "Tax-Related Items"), the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. The Participant further acknowledges and agrees that the Company and/or the Employer:
- (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Participant's participation in the Plan, including, but not limited to, the grant of Performance Stock Units, the vesting of Performance Stock Units, the subsequent sale of Shares purchased under the Plan and the receipt of any dividends;
 - (ii) do not commit to and are under no obligation to structure the terms of the Performance Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result; and
 - (iii) if the Participant has become subject to tax in more than one jurisdiction between the date the Performance Stock Units are granted and the date of any relevant taxable or tax withholding event, the Participant acknowledges that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.
- (b) Prior to the relevant taxable or taxable withholding event, as applicable, the Participant expressly agrees that, except as otherwise prohibited under applicable law, all Tax-Related Items required to be withheld with respect to the Performance Stock Units shall be satisfied pursuant to a mandatory "sell-to-cover" method whereby a sufficient number of whole Shares otherwise issuable to the Participant shall be sold by the Plan Broker (as defined below) on behalf of the Participant to satisfy the amount of the required Tax-Related Items required to be withheld (the "STC Tax Withholding Method"). For purposes of the foregoing,
- (i) the Participant shall be deemed to have been issued the full number of Shares otherwise issuable on the applicable date, notwithstanding that a number of whole Shares has been sold by the Plan Broker on behalf of the Participant to satisfy the Tax-Related Items required to be withheld,
 - (ii) the Company or the Employer may determine the amount of Tax-Related Items by considering applicable statutory withholding rates (as determined by the Company or the Employer in good faith and in its sole discretion) or other applicable withholding rates, including maximum withholding rates,
 - (iii) the Participant shall have no discretion or authority with respect to sales made by the Plan Broker to satisfy the Tax-Related Items. To the extent the STC Tax Withholding Method is prohibited under applicable law or would violate applicable law, the Participant shall be required make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items required to be withheld. For the sake of clarity, the Company expressly intends for the STC Tax Withholding Method to fully comply with Rule 16b-3 of the Securities Exchange Act of 1934 (the "Exchange Act") to the extent the Participant is subject to Section 16 of the Exchange Act, and
 - (iv) except in the event of the Participant's death or disability, the STC Tax Withholding Method will be unavailable to satisfy any Tax-Related Items (a) to the extent the Participant is subject to Section 16 of the Exchange Act, until the later of (i) 90 days following the date of this Agreement and (ii) two business days following the filing of the Company's Form 10-K or Form 10-Q for the fiscal quarter in which this Agreement is electronically accepted, or (b) for all other Participants, 30 days following the date of this Agreement. For the sake of clarity, the Company expressly intends for the STC Tax Withholding Method to fully comply with Rule 16b-3 of the Securities Exchange Act of 1934 (the "Exchange Act") to the extent the Participant is subject to Section 16 of the Exchange Act.
- (c) Finally, the Participant agrees to pay to the Company or the Employer any number of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company or the Employer may refuse to honor the vesting of the Performance Stock Units, or refuse to deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

5. **Change of Control.** Notwithstanding anything in this Agreement to the contrary, upon a Change of Control where the Performance Stock Units are assumed, continued or substituted by the acquiring/surviving corporation, in the event of the Participant's involuntary termination of continuous Service

without Cause within 12 months of the effective date of the Change of Control, the Target Performance Stock Units shall become vested as of the date of the Participant's involuntary termination of continuous Service without Cause. In the event of a Change of Control in which the Performance Stock Units are not assumed, continued, or substituted by the acquiring/surviving corporation, the Target Performance Stock Units shall immediately vest in full as of the effective date of such Change of Control and the vested Performance Stock Units shall be settled in accordance with Section 3 of this Agreement.

6. **Compliance with Laws.** If the Participant is a resident or providing Service outside of the United States, as a condition of participation, the Participant agrees to repatriate all payments attributable to the Shares or cash acquired under the Plan (including, but not limited to, dividends and any proceeds derived from the sale of Shares acquired under the Plan) in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of Service, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Employer, as may be required to allow the Company and the Employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of Service, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of Service, if different).
7. **Private Placement.** If the Participant is a resident or providing Service outside of the United States, the Performance Stock Units are not intended to be a public offering of securities in the Participant's country of residence (or country of Service, if different). The Company has not submitted a registration statement, prospectus or other filing with the local securities authorities (unless otherwise required under local law), and the Performance Stock Units are not subject to the supervision of local securities authorities.
8. **No Advice Regarding Participation.** No employee of the Company or its Subsidiaries is permitted to advise the Participant regarding participation in the Plan. The Participant should consult with the Participant's qualified personal tax, legal and financial advisors before taking any action related to the Plan.
9. **Insider Trading and Market Abuse Laws:** By participating in the Plan, the Participant agrees to comply with the Company's policy on insider trading (to the extent that it is applicable to the Participant). The Participant acknowledges that, depending on the Participant or the Participant's broker's country of residence or where the Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws that may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares or rights linked to the value of Shares during such times the Participant is considered to have material non-public information, or "inside information" regarding the Company as defined in the laws or regulations in the Participant's country of residence (and country of Service, if different). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. By electronically accepting this Agreement, the Participant represents that, as of the Grant Date, the Participant is unaware of any material inside information regarding the Company. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis), and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company insider trading policy. The Participant acknowledges that it is the Participant's responsibility to comply with any restrictions and the Participant should speak to a personal advisor on this matter.
10. **Imposition of Other Requirements:** The Company reserves the right to impose other requirements on the Performance Stock Units, any Shares acquired pursuant to the Performance Stock Units and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable for legal or administrative reasons. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
11. **Data Privacy.** The Participant hereby explicitly and unambiguously consents to the collection, use, processing and transfer, in electronic or other form, of the Participant's personal data as described in this document by and among, as applicable, the Company and its Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

The Participant understands that the Company and the Employer hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, family size, marital status, sex, beneficiary information, emergency contacts, passport/visa information, age, language skills, driver's license information, nationality, C.V. (or resume), wage history, references, social insurance number, resident registration number or other identification number, salary, job title, severance contract, current wage and benefit information, personal bank account number, tax-related information, plan or benefit enrollment forms and elections, award or benefit statements, any Shares or directorships in the Company, details of all awards or any other entitlements to Shares awarded, canceled, purchased, vested, unvested or outstanding for purpose of managing and administering the Plan ("Data").

The Participant understands that Data may be transferred to E*TRADE or any successor plan broker / administrator engaged by the Company (the "Plan Broker") and any third parties assisting in the implementation, administration and management of the Plan including, but not limited to, the Subsidiaries or Affiliates of the Company. These third-party recipients may be located in the Participant's country of residence (and country of Service, if different) or elsewhere, and the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant understands that the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Human Resources Department.

The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Participant may elect to deposit any Shares acquired. The Participant understands that Data only will be held as long as is necessary to implement, administer and manage the Participant's participation in the Plan.

The Participant understands that the Participant 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 the Company's Human Resources Department. If the Participant does not consent, or if the Participant later seeks to revoke consent, the Participant's service status and career will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant the Participant purchase rights or administer or maintain such purchase rights. Therefore, the Participant understands that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact the Company's Human Resources Department.

Finally, upon request of the Company or the Employer, the Participant agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's

country of residence (and country of Service, if different), either now or in the future. The Participant understands and agrees that the Participant will be unable to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.

12. Nature of the Benefit. The Participant understands and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be amended, modified, suspended or terminated by the Company at any time as provided in the Plan;
- (b) the grant of Performance Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Performance Stock Units, or benefits in lieu of Performance Stock Units, even if Performance Stock Units have been granted repeatedly in the past;
- (c) all decisions with respect to future grants, if any, including, but not limited to, the times when the Performance Stock Units shall be granted and the vesting period will be at the sole discretion of the Company;
- (d) the Participant's participation in the Plan is voluntary;
- (e) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
- (f) the Performance Stock Units and any underlying Shares are not intended to replace any pension rights or compensation;
- (g) the grant of Performance Stock Units and the underlying Shares are an extraordinary item of compensation outside the scope of the Participant's employment (and employment contract, if any) with the Employer and is not part of normal or expected compensation for any purpose, including, without limitation, 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 grant of Performance Stock Units will not be interpreted to form an employment contract with the Employer;
- (i) the Company and the Employer are not liable for any exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Shares or any amounts due pursuant to settlement or the subsequent sale of any Shares; and
- (j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Stock Units under the Plan resulting from the Participant's termination of Service with the Employer for any reason (for any reason and whether or not in breach of local labor laws and whether or not later found to be invalid).

13. Country Addendum; Interpretation of Terms; General. The term "Country Addendum" means any document prepared by the Company and which refers to this Agreement and contains additional Performance Stock Unit terms to address matters pertaining to the Participant's then current country of residence (and country of Service, if different). If the Participant relocates to one of the countries included in the Country Addendum, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms as may be necessary or advisable to accommodate the Participant's transfer). The Country Addendum constitutes part of this Agreement. The Committee shall interpret the terms of the Performance Stock Units, this Agreement, the Plan and any Country Addendum, and all determinations by the Committee shall be final and binding. The Company may, without the Participant's consent, assign all of their respective rights and obligations under the Performance Stock Unit to their respective successors and assigns. Following an assignment to the successor of the Company, as applicable, all references herein to the Board of Directors and Committee shall be references to the board of directors and committee, as applicable, of the successor of the Company. This Agreement, the Plan and any Country Addendum contain the complete agreement between the Company and the Participant concerning the Performance Stock Units, are governed by the laws of the State of Delaware (or the laws stated in an applicable Country Addendum), and may be amended only in writing, signed by an authorized officer of the Company. The Participant will take all actions reasonably requested by the Company to enable the administration of the Performance Stock Units and Plan and/or comply with the local laws and regulations of the Participant's then current country of residence. No waiver of any breach or condition of this Agreement, the Plan or a Country Addendum shall be deemed to be a waiver of any other or subsequent breach or condition whether of like or different nature.

14. Compensation Recoupment Policy. The Performance Stock Units and any Shares issued thereunder shall be subject to any compensation recoupment policy of the Company that is applicable by its terms to the Participant and to awards of this type. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company.

15. Additional Covenants. *To the extent enforceable by applicable law, and in consideration of the receipt of the Performance Stock Units granted by this Agreement, the Participant by signing below covenants and agrees to the covenants set out in Exhibit B hereto.*

16. Miscellaneous Provisions

- (a) Rights of a Shareholder of the Company. Prior to settlement of the Performance Stock Units in Shares, neither the Participant nor the Participant's representative will have any rights as a shareholder of the Company with respect to any Shares underlying the Performance Stock Units. To the extent the Company pays any regular cash dividends to its shareholders, dividend equivalent rights with respect to the Shares will be accumulated and will be satisfied in additional Performance Stock Units that are subject to the same terms and conditions of the applicable Performance Stock Units.
- (b) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter of this Agreement. This Agreement and the Plan supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter of this Agreement.
- (c) Official Language. The official language of this Agreement, the Plan and any Country Addendum is English. Documents or notices not originally written in English shall have no effect until they have been translated into English, and the English translation shall then be the prevailing form of such documents or notices. Any notices or other documents required to be delivered to the Company under this Agreement, shall be translated into English, at the Participant's expense, and provided promptly to the Company in English. The Company may also request an untranslated copy of such documents.
- (d) Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant, the Participant's executor, personal representative(s), distributees, administrator, permitted transferees, permitted assignees, beneficiaries, and legatee(s), as applicable, whether or not any such person will have become a party to this Agreement

and have agreed in writing to be joined herein and be bound by the terms hereof.

- (e) Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then the remaining provisions will nevertheless be binding and enforceable.
- (f) Amendment. Except as otherwise provided in the Plan, this Agreement will not be amended unless the amendment is agreed to in writing by both the Participant and the Company.
- (g) Signature in Counterparts. This Agreement may be signed in counterparts, manually or electronically, each of which will be an original, with the same effect as if the signatures to each were upon the same instrument.
- (h) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to any Awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.
- (i) Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions of the Plan and this Agreement and accepts the Performance Stock Units subject to all of the terms and conditions of the Plan and this Agreement. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable term and provision of the Plan will govern and prevail.
- (j) Section 409A. The Performance Stock Units are intended to be short-term deferrals exempt from Section 409A of the Code ("Section 409A"), to the extent applicable, and notwithstanding anything to the contrary herein, the Plan and this Agreement shall be interpreted and administered consistent with such intent, but in the event that any portion of this Award constitutes deferred compensation within the meaning of Section 409A, then the issuance of Shares shall comply with Section 409A. If any provision of the Plan or this Agreement would, in the reasonable, good faith judgment of the Committee, result or likely result in the imposition on the Participant of a penalty tax under Section 409A, the Committee may modify the terms of the Plan or this Agreement, without the consent of the Participant, in the manner that the Committee may determine to be necessary or advisable to avoid the imposition of such penalty tax. This Section 15(j) does not create an obligation on the part of the Company to modify the Plan or this Agreement and does not guarantee that the Performance Stock Units will not be subject to taxes, interest and penalties under Section 409A. In no event shall the Company be liable for any such taxes, interest or penalties that may be imposed.

Please read the Plan, the Agreement and the Country Addendum carefully as those documents contain important terms and conditions relating to the Performance Stock Units. In order to receive the Performance Stock Units, the Participant must acknowledge and accept the terms and conditions of the Plan and the Agreement electronically using the E*TRADE system. By electronically accepting the Performance Stock Units in the E*TRADE system, the Participant is acknowledging that he / she has reviewed, understood and agrees to the terms of the Plan and the Agreement and the Participant's intent to electronically sign the Agreement. If the Participant does not accept the Performance Stock Units electronically in the E*TRADE system within 120 days of the grant date, the Company will cancel the Performance Stock Units in its entirety, without any requirement to provide notice to the Participant, and it will cease to appear in the Participant's E*TRADE account or otherwise be outstanding. It is solely the Participant's responsibility to accept the Performance Stock Units.

By clicking on the "Accept" button, the Participant confirms having read and understood the documents relating to this grant, including Section 11 of this Agreement entitled Data Privacy, which were provided to you in the English language. The Participant accepts the terms of those documents accordingly.



By
Authorized Officer

The Participant has signed this Agreement upon electronically acknowledging acceptance with the intent to sign, in accordance with Section 16(h)

CERIDIAN HCM HOLDING INC.
2018 Equity Incentive Plan
Performance Stock Unit Award Agreement

COUNTRY ADDENDUM

This Country Addendum to the Agreement includes additional terms and conditions that govern the Performance Stock Units and the Participant's participation in the Plan if the Participant resides and/or works outside of the United States. **The information contained in this Country Addendum is based on the securities, exchange control and other laws in effect in the respective countries as of February 2023.** If the Participant is a citizen of a country other than that in which the Participant is currently residing and/or working, or is considered a resident of another country for local law purposes, the Country Addendum may not apply, or may not apply in the same manner, to the Participant, as shall be determined by the Company in view of applicable laws and the intent of the Company in granting the Award. Further, if the Participant transfers to another country reflected in this Country Addendum, the additional terms and conditions for such country (if any) will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms as may be necessary or advisable to accommodate the Participant's transfer). Capitalized terms not defined in this Country Addendum but defined in the Agreement or the Plan shall have the same meaning as in the Agreement or the Plan.

AUSTRALIA

1. **Australia Resident Employees.** This grant is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

If the Participant offers Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Participant should obtain legal advice on the Participant's disclosure obligations prior to making any such offer.

2. **Award Conditioned on Satisfaction of Regulatory Obligations.** If the Participant is (a) a director of a Subsidiary incorporated in Australia, or (b) a person who is a management-level executive of a Subsidiary incorporated in Australia and who also is a director of a Subsidiary incorporated outside of Australia, the grant of the Performance Stock Units is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.

3. **Tax Information.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

CANADA

1. **Securities Law Information.** The Participant is permitted to sell Shares acquired through the Plan Broker, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed.
2. **Termination Date.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, the effective date of the Participant's termination of Service for purposes of the Performance Stock Units shall be the last day of any statutory notice of termination period required under applicable law but does not include any other period of notice or severance that was, or ought to have been given, in respect of the termination of the Employee's employment.

If the Participant is a resident of Canada for purposes of the Income Tax Act (Canada), or is subject to taxation in Canada in respect of the Participant's Performance Stock Units, the following provisions apply:

3. **Settlement.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, prior to the date that is ten years after the applicable Grant Date (the "*Expiry Date*"), all or any number of vested Performance Stock Units held by such Participant may be converted by the Participant to Shares at the option of the Participant after each Vesting Date. This right may be exercised by delivering an electronically executed notice of conversion (a "*Conversion Notice*") in such form, manner and timeframe required by Ceridian. The Conversion Notice shall state the number of vested Performance Stock Units such Participant wishes to convert into Shares. As soon as practical following receipt of the Conversion Notice, the Company shall issue and deliver to such Participant a number of Shares equal to the aggregate number of Performance Stock Units so exercised in settlement thereof. Any Performance Stock Units in respect of which the Participant has not provided a Conversion Notice prior to the Expiry Date will be forfeited and cancelled for no consideration.
4. **Settlement in Shares.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, no cash or other property (other than newly issued Shares) shall be issuable or deliverable by the Company upon vesting of the Participant's Performance Stock Units hereunder. If the aggregate number of Shares issuable to such Participant upon vesting of the Participant's Performance Stock Units hereunder would otherwise include a fraction of a Share, such number of Shares shall be rounded down to the nearest whole number of Shares.

If the Participant is a resident of Quebec, the following provision applies:

5. **French Language Documents.** A French translation of the Agreement, the Country Addendum, the Plan and certain other documents related to the Performance Stock Units will be made available to the Participant as soon as reasonably practicable following the Participant's written request. The Participant understands that, from time to time, additional information related to the Performance Stock Units may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of

such information into French as soon as reasonably practicable. Notwithstanding anything to the contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of this document and certain other documents related to the Performance Stock Units will govern the Participant's Performance Stock Units and the Participant's participation in the Plan.

[INSERT TRANSLATION]

6. **Data Privacy Consent.** The following provision supplements Section 11 of the Agreement:

The Participant hereby authorizes the Company and the Company's representatives to discuss and obtain all relevant information regarding the Participant's Performance Stock Units and the Participant's participation in the Plan from all personnel, professional or non-professional, involved with the administration of the Plan. The Participant further authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators that are assisting the Company with the operation and administration of the Plan to disclose and discuss the Plan and the Participant's participation in the Plan with their advisors. The Participant further authorizes the Company and the Company's subsidiaries and affiliates to record information regarding the Participant's Performance Stock Units and the Participant's participation in the Plan and to keep such information in the Participant's file. The Participant acknowledges and agree that the Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the U.S. If applicable, the Participant also acknowledges and authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators, such as E*TRADE, that are assisting the Company with the operation and administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

[INSERT TRANSLATION]

CHINA

The following terms and conditions will apply to the extent that the Company, in its discretion, determines that the Participant's participation in the Plan will be subject to exchange control requirements in the People's Republic of China ("PRC"), as implemented by the PRC State Administration of Foreign Exchange ("SAFE"):

1. **Performance Stock Units Conditioned on Satisfaction of Regulatory Obligations.** Notwithstanding anything to the contrary in the Agreement or the Plan, no Shares will be issued to the Participant in settlement of the Performance Stock Units unless and until all necessary exchange control or other approvals with respect to the Performance Stock Units granted under the Plan have been obtained from the SAFE or its local counterpart ("SAFE Approval"). In the event that SAFE Approval has not been obtained prior to any date(s) on which the Performance Stock Units is scheduled to vest in accordance with the vesting schedule set forth in the Agreement, any Shares which are contemplated to be issued in settlement of such vested Performance Stock Units shall be held by the Company in escrow on behalf of the Participant until SAFE Approval is obtained.
2. **Shares Must Be Held with Plan Broker.** All Shares issued upon settlement of the Performance Stock Units will be deposited into a personal brokerage account established with the Company's Plan Broker on the Participant's behalf. The Participant understands that the Participant may sell the Shares at any time after they are deposited in such account, however, the Participant may not transfer the Shares out of the brokerage account with the Plan Broker.
3. **Mandatory Sale of Shares Following Termination of Service.** The Participant shall be required to sell all Shares acquired upon vesting of the Performance Stock Units no later than six (6) months following the Participant's termination of Service with the Company and its Subsidiaries (or such other period as may be required by the SAFE). If any Shares remain unsold following the designated period following the Participant's termination of Service, the Participant hereby directs, instructs and authorizes the Company to issue sale instructions on the Participant's behalf to the Plan Broker to sell such Shares. The Participant agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Plan Broker) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Participant acknowledges that neither the Company nor the Plan Broker is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Participant in accordance with applicable exchange control laws and regulations.
4. **Exchange Control Restrictions.** The Participant understands and agrees that, pursuant to local exchange control requirements, the Participant will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. The Participant further understands that such repatriation of proceeds may be effected through a special bank account established by the Company or its Subsidiaries and Affiliates, and the Participant hereby consents and agrees that proceeds from the sale of Shares acquired under the Plan may be transferred to such account by the Company on the Participant's behalf prior to being delivered to the Participant and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to the Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to the Participant in U.S. dollars, the Participant understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to the Participant in local currency, the Participant acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Participant. The Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.
5. **Administration.** The Company shall not be liable for any costs, fees, lost interest or dividends or other losses the Participant may incur or suffer resulting from the enforcement of the terms

of this Country Addendum or otherwise from the Company's operation and enforcement of the Plan, the Agreement and the Performance Stock Units in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

GERMANY

No country-specific provisions.

IRELAND

No country-specific provisions.

INDIA

No country-specific provisions.

MALAYSIA

No country-specific provisions.

MAURITIUS

No country-specific provisions.

NEW ZEALAND

1. Securities Law Notice.

WARNING: This is an offer of Performance Stock Units which, upon vesting and settlement in accordance with the terms of the Plan and the Agreement, will be converted into Shares. Shares provide the Participant with a stake in the ownership of the Company. The Participant may receive a return on any Shares acquired under the Plan if dividends are paid.

If the Company runs into financial difficulties and is wound up, the Participant will be paid only after all creditors and holders of preference shares have been paid. The Participant may lose some or all of his / her 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 make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Participant may not be given all the information usually required. The Participant also will have fewer other legal protections for this investment. On this basis, the Participant should seek independent professional advice before acquiring any Shares under the Plan.

The Shares are quoted on the New York Stock Exchange under the symbol "CDAY". This means that if Participant acquires Shares under the Plan, the Participant may be able to sell them on the New York Stock Exchange if there are interested buyers. The price will depend on the demand for the Shares.

A copy of the Company'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 the Company's business that may affect the value of the Shares, are included in the Company'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, as well as on the Company's Investor Relations website at <https://investors.ceridian.com/overview/default.aspx>.

PHILIPPINES

1. **Participation Subject to PSEC Exemption.** The Participant acknowledges and agrees that the Participant's participation in the Plan is subject to and contingent upon the Company's receipt of the required exemption from the requirements of securities registration from the Philippines Securities and Exchange Commission (the "PSEC"). Notwithstanding any provision of the Plan or the Agreement to the contrary, if the Company has not obtained, or does not maintain, the necessary securities approval/confirmation, the Participant will not vest in the Performance Stock Units and no Shares will be issued under the Plan.
2. **Securities Law Information.** The Participant will not be able to acquire Shares upon vesting and settlement of the Participant's Performance Stock Units unless the vesting/issuance of Shares complies with all applicable laws and regulations as determined by the Company. The Company assumes no liability if the Participant's Performance Stock Units cannot be vested and will not provide the Participant with any benefits/compensation in lieu of the Performance Stock Units. If the Participant acquires Shares upon vesting and settlement of the Performance Stock Units, the Participant is permitted to dispose of or sell such Shares, provided the offer and resale of the Shares takes place outside of the Philippines through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange in the United States of America.

SINGAPORE

1. **Sale Restriction on Shares.** Shares received upon vesting of the Performance Stock Units are accepted as a personal investment. In the event that the Performance Stock Units vest and Shares are issued to the Participant (or the Participant's heirs) within six (6) months of the Grant Date, the Participant (or the Participant's heirs) expressly agrees that the Shares will not be offered to the public or otherwise disposed of prior to the six (6)-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("SFA") or pursuant to, and in accordance with the conditions of, any other applicable provision(s) of the SFA.
2. **Private Placement.** The grant of the Performance Stock Units is being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Participant should note that the Performance Stock Units are subject to section 257 of the SFA and the Participant will not be able to make any subsequent sale of the Shares in Singapore, or any offer of such subsequent sale of the Shares subject to the grant in Singapore, unless such sale or offer is made (i) after six (6) months from the Grant Date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

UNITED KINGDOM

1. **Responsibility for Taxes.** The following provision supplements Section 4 of the Agreement:

The Participant agrees to be liable for any Tax-Related Items and hereby covenants to pay any such Tax-Related Items, as and when requested by the Company or the Employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified the Company 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 the Participant's behalf.

Notwithstanding the foregoing, if the Participant is a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision may not apply. In such case, the Participant understands that the Participant may not be able to indemnify the Company for the amount of any income tax not collected from or paid by the Participant and, therefore, any such income tax not so collected from or paid by the Participant within 90 days after the end of the U.K. tax year in which the event giving rise to the Tax-Related Items occurs may constitute a benefit to the Participant on which additional income tax and national insurance contributions may be payable. The Participant acknowledges that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in the Agreement. However, the Participant is primarily responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime.

**CERIDIAN HCM HOLDING INC.
2018 Equity Incentive Plan
Performance Stock Unit Award Agreement**

EXHIBIT A - PERFORMANCE METRICS

EXHIBIT B

Restrictive Covenants

Participant covenants and agrees that while providing service to the Company or any Subsidiary and for one (1) year following Participant's separation from Service (whether initiated by Participant or the Company) (the "Non-Compete Period"), Participant shall not:

- a. directly or indirectly hire or solicit the employment or services of any then current employee of the Company or any Subsidiary (this restriction does not prevent (i) general solicitations to the public or (ii) providing employment references for people who are not seeking employment with Participant's then current third-party employer);
- b. directly or indirectly solicit any then current customer of the Company or any Subsidiary for the purpose of selling or providing that customer any products or services that directly compete with the products or services of the Company or any Subsidiary; and/or
- c. work as an employee or consultant for, or beneficially own more than 5% of the equity or voting securities of, any company or entity that directly competes with the Company's human capital management business.

During the Non-Compete Period, if Participant intends to seek any employment, consulting or ownership relationship that might violate these covenants, Participant shall provide the Company at least 30 days advance written notice of that intended change. The Company may in its reasonable and sole discretion determine whether or not that intended change would violate these covenants, and shall promptly notify Participant of that determination. In addition to the Company's other remedies available under applicable law, the Option will expire and be forfeited if Participant breaches the restrictions in these covenants.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

Ceridian HCM, Inc.

- and -

STEPHEN HOLDRIDGE

(*"Employee"*)

Date: February 28, 2023

ARTICLE 1
DEFINITIONS

In this Employment Agreement (the "**Agreement**"), unless something in the subject matter or context is inconsistent therewith, all defined terms shall have the meanings set forth below:

1.01 "Affiliate" shall mean with respect to any specified Person, a Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, where "control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.02 "Base Salary" shall mean the regular cash compensation paid on a periodic basis as contemplated in Section 3.01, exclusive of benefits, bonuses or incentive payments.

1.03 "Board" shall mean the Board of Directors of Ceridian HCM.

1.04 "Cause" shall mean cause as defined under Section 4.01.

1.05 "Ceridian" shall mean Ceridian HCM and all of its respective Affiliates, or any one of them.

1.06 "Ceridian HCM" shall mean Ceridian HCM, Inc. a Delaware corporation having a business address at 3311 East Old Shakopee Road, Minneapolis, Minnesota 55425 U.S.A., and any successor in interest by way of consolidation, operation of law, merger or otherwise.

1.07 "Code" shall mean the Internal Revenue Code of 1986, as amended.

1.08 "Ceridian HCM Holding" means Ceridian HCM Holding Inc, a Delaware corporation having a business address at 3311 East Old Shakopee Road, Minneapolis, Minnesota 55425 U.S.A., and any successor in interest by way of consolidation, operation of law, merger or otherwise.

1.09 "Confidential Information" shall mean all information known or used by Ceridian in connection with its business, including but not limited to any technology, including computer software and designs, program, code, formula, design, prototype, compilation of information, data,

techniques, process, information relating to any product, device, equipment or machine, industrial or commercial designs, customer information, financial information, marketing information, business opportunities, and the results of research and development, including without limitation:

- (a) information or material relating to Ceridian and its business as conducted or anticipated to be conducted, including without limitation: business plans; operations; past, current or anticipated services, products or software; customers or prospective customers; relations with business partners or prospective business partners; or research, engineering, development, manufacturing, purchasing, accounting, or marketing activities;
- (b) information or material relating to Ceridian's inventions, improvements, discoveries, "know-how," technological developments, or unpublished writings or other works of authorship, or to the materials, apparatus, processes, formulae, plans or methods used in the development, manufacture or marketing of Ceridian's services, products or software;
- (c) information on or material relating to Ceridian which when received is marked as "proprietary," "private" or "confidential;"
- (d) trade secrets of Ceridian;
- (e) software of Ceridian in various stages of development, software designs, web-based solutions, specifications, programming aids, programming languages, interfaces, visual displays, technical documentation, user manuals, data files and databases of Ceridian;
- (f) information relating to employees of Ceridian including with respect to compensation, positions, job descriptions, responsibilities, areas of expertise and experience; and
- (g) any similar information of the type described above which Ceridian obtained from another party and which Ceridian treats as or designates as being proprietary, private or confidential, whether or not owned or developed by Ceridian.

Notwithstanding the foregoing, "Confidential Information" does not include any information which is now or subsequently becomes properly generally publicly available or in the public domain; is independently made available to Employee in good faith by a third party who has not violated a confidential relationship with Ceridian; or is required to be disclosed by law or legal process. Notwithstanding the foregoing, information which is made generally publicly available by or with the aid of Employee outside the scope of employment or contrary to the requirements of this Agreement and reasonable business practice will not be generally publicly available or in the public domain for the purposes of this Agreement.

1.10 "Disability" shall mean total and permanent disability, as defined in the Disability Plan.

1.11 "Disability Plan" shall mean Ceridian's group long-term disability plan applicable to Employees, as may be amended from time to time in Ceridian's sole discretion.

1.12 "Effective Date" of this Agreement shall mean the date as shown at 2.03 of this Agreement.

1.13 “Good Reason” means one or more of the following events which shall occur without Employee’s express written consent:

(a) A reduction by Ceridian HCM in Employee 's Base Salary or opportunity to earn incentive pay (as contemplated under Section 3.02 below, but for certainty subject to Ceridian HCM’s discretion as expressly set forth therein), as the same may be increased from time to time thereafter or any failure by Ceridian HCM to pay any portion of Employee’s compensation when due, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by Ceridian HCM promptly after receipt of written notice thereof given by Employee;

(b) Without replacement by plans, programs or arrangements which, taken as a whole, provide benefits to Employee at least reasonably comparable to those discontinued or adversely affected, (A) the failure by Ceridian HCM to continue in effect, any life insurance, health, accident, disability, or any other employee compensation or benefit plan, program or arrangement, in which Employee is participating; or (B) the taking of any action by Ceridian HCM that would materially and adversely affect Employee's participation or materially reduce Employee's benefits under any of such plans, programs or arrangements, in each case, other than an isolated, insubstantial and inadvertent failure or reduction not occurring in bad faith and which is remedied retroactively by Ceridian HCM promptly but in no event later than sixty (60) days after receipt of written notice thereof given by Employee;

(c) Any material breach of this Agreement by Ceridian HCM, or the failure by a successor to Ceridian to assume the provisions this Agreement, other than an isolated, insubstantial and inadvertent breach or failure not occurring in bad faith which is remedied retroactively by Ceridian HCM promptly but in no event later than sixty (60) days after receipt of written notice thereof given by Employee.

Notwithstanding anything to the contrary contained in this definition, no Good Reason shall be effective or deemed to occur, unless notice referencing the definition of Good Reason in this Agreement and including a description of the factors constituting the alleged “Good Reason” is provided in writing to the Chief Human Resource Officer of Ceridian HCM by Employee (or his representatives on his behalf) and Ceridian HCM fails to cure such alleged “Good Reason” within 30 days; provided that in the event Ceridian HCM terminates Employee for Cause, any failure by Employee (or his representatives on his behalf) to provide notice of an alleged “Good Reason” prior to such termination shall not prejudice Employee’s right to claim that a “Good Reason” occurred prior to such termination.

1.14 “Person” is to be interpreted broadly and shall include any individual, partnership, firm, corporation, company, limited liability or joint stock company, trust, unincorporated association, joint venture, syndicate, governmental entity or any other entity, and pronouns having a similarly extended meaning.

ARTICLE 2 EMPLOYMENT, DUTIES AND TERM

2.01 Employment. Upon the terms and conditions set forth in this Agreement, Ceridian HCM hereby confirms and restates the employment of the Employee as President, Customer and Revenue Operations, for Ceridian HCM, reporting to the Co-Chief Executive Officer, or to such other role as identified by Ceridian in its sole discretion going forward, and Employee hereby accepts such employment.

2.02 Duties and Responsibilities. As President, Customer and Revenue Operations of Ceridian HCM, Employee shall:

- (a) devote his or her full-time and reasonable best efforts to Ceridian and to fulfilling the duties of his or her position, fulfilling the duties as may from time to time be assigned to him/her by his or her manager, provided that such duties are reasonably consistent with Employee's education, experience and background;
- (b) comply with Ceridian's policies and procedures, including, but not limited to its Code of Conduct, to the extent that such policies and procedures are not inconsistent with this Agreement, in which case the provisions of this Agreement shall prevail.

2.03 Term. Subject to the provisions of ARTICLE 4, the Employee's employment pursuant to this Agreement shall commence on February 7th, 2023, the Effective Date, but acknowledging the Employee's prior service commencing on January 1, 2020 and shall continue until terminated by either party in accordance with the terms hereof (the "**Term**").

2.04 Employee Representation. Employee hereby represents to Ceridian HCM that the execution and delivery of this Agreement by Employee and the performance by Employee of Employee's duties hereunder shall not constitute a breach of, or otherwise contravene the terms of any other employment agreement or other agreement or policy to which Employee is a party or otherwise bound.

2.05 Legal Work Requirements. This Agreement and Employee's continued employment with Ceridian HCM is contingent upon Employee meeting and maintaining throughout his or her employment, all requirements necessary to be legally entitled to work for Ceridian HCM within the United States, performing the roles assigned in connection with this position.

ARTICLE 3 COMPENSATION AND EXPENSES

3.01 Base Salary. In exchange for all services rendered by Employee under this Agreement during the Term, Ceridian HCM shall pay Employee a Base Salary of Six Hundred and Fifty Thousand (\$650,000) Dollars per year, which amount will be subject to periodic review in accordance with Ceridian HCM's salary review process. The Base Salary shall be paid in accordance with Ceridian HCM's normal payroll procedures and policies, as such procedures and policies may be modified from time to time.

3.02 Incentive Plan. Employee shall be eligible to participate in a variable incentive plan (the "**Incentive Plan**") (i) on the same terms and conditions applicable to other similarly situated Ceridian employees, (ii) with a target annual payout based on eighty percent (80%) of Employee's Base Salary,. The specific objectives and success criteria of the Incentive Plan shall be established

by Ceridian each year, subject to change from time to time, in its sole discretion. Ceridian shall have the right to alter, amend or discontinue any incentive plans, including the Incentive Plan, or Employee's participation therein, with or without prior notice and without compensation to Employee, provided the changes are consistent with those affecting other employees at Employee's same or similar level and the Employee acknowledges and agrees that such changes will not constitute a constructive dismissal of the Employee's employment. Payment, if any, under the Incentive Plan is at the sole discretion of Ceridian HCM and will only be made if Ceridian's senior management team, the Board of Directors, compensation committee and/or other required personnel approve the amount to fund the Plan.

3.03 Benefit Plans. Employee shall continue to be entitled to participate in the employee health and welfare, retirement and other employee benefits programs offered generally from time to time by Ceridian to its senior Employee employees in the applicable country, to the extent that Employee's position, tenure, salary, and other qualifications make Employee eligible to participate.

3.04 Business Expenses. Ceridian HCM shall, consistent with its policies in effect from time to time, bear all ordinary and necessary business expenses incurred by Employee in performing his or her duties as an employee of Ceridian HCM, provided that Employee accounts promptly for such expenses to Ceridian HCM in accordance with Ceridian HCM's applicable expense reimbursement policy the manner prescribed from time to time by Ceridian HCM.

3.05 Vacation. Employee is entitled to paid vacation in accordance with Ceridian's Vacation, Time Away from Work and/or PDO policies in place from time to time.

3.06 Equity Grants. Employee will continue to be eligible to participate in the Ceridian's Long Term Incentive Plan (LTIP), commensurate with Employee's level in place from time to time, and reflect levels of competitiveness consistent with the Company's compensation philosophy. Any granting under the LTIP plan would be conditional upon company performance, individual performance, any other measure as deemed appropriate in Ceridian's sole discretion and subject to board approval. The Company has the right to change the plan, including discontinuation, at Ceridian's sole discretion.

All options contemplated under this Section 3.06 shall be provided subject to and in conformity with the provisions of the Ceridian HCM Holding Inc. 2018 Equity Incentive Plan, as the same may be amended from time to time (the "**2018 EIP**") (and / or such other agreements as may be required by Ceridian HCM Holding) to be entered into between Employee and Ceridian HCM Holding.

3.07 Deductions. Ceridian HCM shall be entitled to make such deductions and withholdings from Employee's remuneration as Ceridian HCM reasonably determines are by law required to be made, and as may be required by Employee's participation in any of the benefit programs described herein.

3.08 Indemnification and Insurance. In addition to any benefits provided under applicable law, Employee will be entitled to the benefits of those provisions of Ceridian HCM's Certificate of Incorporation and By-Laws, as may be amended from time to time, which provide for

indemnification of directors and officers of Ceridian HCM (and no such provision shall be amended in any way to limit or reduce the extent of indemnification available to the Employee as a director or officer of Ceridian HCM). The rights of the Employee under such indemnification obligations shall survive the termination of this Agreement and be applicable for so long as the Employee may be subject to any claim, demand, liability, cost or expense, which the indemnification obligations referred to in this Section 3.10 are intended to protect and indemnify him or her against.

Ceridian HCM shall, at no cost to the Employee, at all times include the Employee, during the Term and for so long thereafter as the Employee may be subject to any such claim, as an insured under any directors' and officers' liability insurance policy maintained by Ceridian HCM, which policy shall provide such coverage in such amounts as the Board of Directors of Ceridian HCM shall deem appropriate for coverage of all directors and officers of Ceridian HCM.

ARTICLE 4 EARLY TERMINATION

4.01 Termination for Cause. Ceridian HCM may terminate this Agreement and Employee's employment immediately for Cause. For the purpose hereof "**Cause**" shall mean:

- (a) conduct by Employee involving theft or misappropriation of assets of Ceridian;
- (b) fraud, embezzlement or an indictable offense by Employee;
- (c) any material act of dishonesty, financial or otherwise, by Employee against Ceridian;
- (d) intentional violations of law by Employee involving moral turpitude;
- (e) any material violation of Ceridian's Code of Conduct and ethics policies by Employee;
- (f) breach of Employee's obligations under any non-competition, non-solicitation or other similar agreement made with any member of Ceridian; or
- (g) the continued failure by Employee to attempt in good faith to perform his or her duties as reasonably assigned to Employee pursuant to Section 2.02 of ARTICLE 2 of this Agreement, after receiving not less than 90 days written notice of such failure and a demand to rectify such failure (which notice specifically identifies the manner in which it is alleged Employee has not attempted in good faith to perform such duties).

4.02 Termination Without Cause. Ceridian HCM may terminate this Agreement and Employee's employment without Cause immediately upon written notice to Employee. In the event of termination of Employee's Employment pursuant to this Section 4.02 and subject to Section 4.06 and 4.07, compensation shall be paid to Employee as follows:

(a) a lump sum cash payment (subject to receipt of the general release of claims to be executed by the Employee contemplated in Section 4.06 below), equal to 12 months Base Salary and Incentive Plan payment at the annual target amount.

(b) reasonable outplacement services, to be provided through Ceridian HCM's preferred provider of such services;

(c) for a period of up to 6 months following the date of Employee's termination, or until you are no longer eligible for "COBRA" continuation coverage, whichever is earlier, and subject to your valid election to continue health care coverage under Section 4980B of the Code ("COBRA"), Ceridian HCM will subsidize your COBRA payment obligations, and the payment obligations of your covered family members (as long as they are qualified beneficiaries at the time of your termination and remain qualified beneficiaries in accordance with the terms and conditions of the benefit plan), for a period of six (6) months following the date of your termination.

4.03 Termination by Employee upon Written Notice. Employee may terminate this Agreement and his or her employment at any time on at least 90 days' prior written notice to Ceridian HCM, or such shorter period of notice as may be accepted by Ceridian HCM in writing. Ceridian HCM shall be entitled to waive entirely, or abridge, such notice period, without being required to pay Employee any severance payment in lieu or other compensation in respect of such notice period.

4.04 Termination in the Event of Death or Disability. This Agreement and Employee's employment shall terminate in the event of death or Disability of Employee, in which case the following will apply:

(a) In the event of Employee's Disability, Base Salary shall be terminated as of the end of such period that Employee is unable to perform his or her duties on a full-time basis and that establishes that Employee suffers from a Disability pursuant to the Disability Plan;

(b) In the event of termination by reason of Employee's death or Disability, and subject to Sections 4.06 and 4.07, Ceridian HCM shall pay to Employee a prorated portion (to the date of termination) of the Incentive Plan compensation (at target level), if any, to which Employee would otherwise have become entitled for the fiscal year in which his or her death or Disability occurs had Employee remained continuously employed for the full fiscal year, calculated by multiplying such Incentive Plan compensation by a fraction, the numerator of which is the number of days in the applicable fiscal year through the date of termination and the denominator of which is 365. The amount payable pursuant to this Section 4.04(b) shall be paid within 15 days after the date such Incentive Plan would have otherwise been paid had Employee remained employed for the full fiscal year; i.e. the payout date for all other Ceridian employees and Employees.

4.05 Termination for Good Reason. Employee may terminate his employment with Ceridian for Good Reason (in accordance with the notice requirements set forth herein) and receive the compensation set out in Section 4.02.

4.06 Entire Termination Payment. The compensation provided for in this ARTICLE 4 for termination of this Agreement and Employee's employment pursuant to Sections 4.02, 4.03 or

4.04 shall constitute Employee's sole remedy for such termination. Employee shall not be entitled to any other notice of termination, or termination or severance payment which otherwise may be payable to Employee under common law, case law, statute, in equity or other agreement between Employee and Ceridian HCM, and he or she shall have no action, cause of action, claim or demand against Ceridian HCM or other Ceridian Affiliate or any other Person as a consequence of such termination. It shall be a condition of the payment of the compensation provided for in this ARTICLE 4 that Employee shall timely execute a general release of claims in a form satisfactory to Ceridian and not revoke the release in the time provided to do so. Ceridian HCM shall provide Employee with a form of release not later than five days following the Employee's termination of employment and Employee must execute and deliver the release within 21 days (or, to the extent required by applicable law, 45 days) following the date Ceridian HCM delivers the release to the Employee.

4.07 Return of Records upon Termination. Upon termination of Employee's employment with Ceridian HCM for any reason whatsoever, all documents, records, notebooks, and similar repositories of, or containing, trade secrets or intellectual property of Ceridian, or any Confidential Information, then in Employee's possession or control, including copies thereof, whether prepared by Employee or others, will be promptly returned to or left with Ceridian.

4.08 Code Section 409A. It is the parties' intention that payments under this ARTICLE 4 will be exempt from the requirements of Section 409A of the Code ("**Section 409A**") because they are short term deferrals under Treas. Reg. Sec. 1.409A-1(b)(4) or payments under a separation pay plan within the meaning of Treas. Reg. Sec. 1.409A-1(b)(9) and the Agreement shall be construed and administered in a manner consistent with such intent. If any payment is or becomes subject to the requirements of Section 409A, the Agreement, as it relates to such payment, is intended to comply with the requirements of Section 409A. Further, any payments that are subject to the requirements of Section 409A may be accelerated or delayed only if and to the extent otherwise permitted under Section 409A. All payments to be made under the Agreement upon a termination of employment may only be made upon a "separation of service" as defined under Section 409A and any "separation from service" shall be treated as a termination of employment. If the provision of a benefit or a payment is determined to be subject to Section 409A, then, if Employee is a "specified employee" within the meaning of the Treasury Regulations issued pursuant to Section 409A as of Employee's date of termination, no amount that constitutes a deferral of compensation that is payable on account of the Employee's separation from service shall be paid to Employee before the date that is the first day of the seventh month after Employee's date of termination or, if earlier, the date of Employee's death (the "**delayed payment date**"). All such withheld amounts will be accumulated and paid, without interest, on the delayed payment date.

ARTICLE 5

CONFIDENTIALITY AND ETHICS

5.01 Confidentiality. Employee acknowledges Ceridian's representation that it has taken reasonable measures to preserve the secrecy of its Confidential Information. Employee will not, during the term or after the termination or expiration of this Agreement or his or her employment, publish, disclose, or utilize in any manner any Confidential Information obtained while employed by Ceridian HCM, except that, during Employee's employment, Employee shall be entitled to use and disclose Confidential Information (i) as reasonably required to perform Employee's duties as

an employee of Ceridian, and (ii) in the reasonable conduct of the business and Employee's role within the business. If Employee leaves the employ of Ceridian, Employee will not, without Ceridian's prior written consent, retain or take away any drawing, writing or other record in any form containing any Confidential Information. Further, Employee agrees to comply with the terms and conditions of Ceridian's Privacy Guidelines & Pledge of Confidentiality, the terms of which are attached hereto as **Appendix A** and are incorporated herein by reference and form a part of this Agreement.

5.02 Business Conduct and Ethics. During the Term, Employee will engage in no activity or employment which may conflict with the interest of Ceridian, and will comply with Ceridian's policies and guidelines pertaining to business conduct and ethics.

5.03 Policies. Employee agrees to follow the policies and procedures established by Ceridian from time to time.

ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS, DISCLOSURE AND ASSIGNMENT

6.01 Disclosure. Employee will disclose promptly in writing to Ceridian all inventions, improvements, discoveries, software, writings and other works of authorship which are conceived, made, discovered, or written jointly or singly on Ceridian time or on Employee's own time, providing the invention, improvement, discovery, software, writing or other work of authorship is capable of being used by Ceridian in the normal course of business. All such inventions, improvements, discoveries, software, writings and other works of authorship shall belong solely to Ceridian immediately upon conception, development, creation, production or reduction to practice, and Employee hereby waives any and all moral rights that he or she may have therein.

6.02 Instruments of Assignment. Employee will sign and execute all instruments of assignment and other papers to evidence transfer of Employee's entire right, title and interest in such inventions, improvements, discoveries, software, writings or other works of authorship in Ceridian, at the request and the expense of Ceridian, and Employee will do all acts and sign all instruments of assignment and other papers Ceridian may reasonably request relating to applications for patents, patents, copyrights, and the enforcement and protection thereof. If Employee is needed, at any time, to give testimony, evidence, or opinions in any litigation or proceeding involving any patents or copyrights or applications for patents or copyrights, both domestic and foreign, relating to inventions, improvements, discoveries, software, writings or other works of authorship conceived, developed or reduced to practice by Employee, Employee agrees to do so, and if Employee leaves the employ of Ceridian, Ceridian shall pay Employee at a rate mutually agreeable to Employee and Ceridian, plus reasonable traveling or other expenses.

6.03 Ceridian's IP Development Agreement. Without limiting the generality of the foregoing, Employee agrees to comply with the terms and conditions of Ceridian's Intellectual Property Agreement as amended from time to time, the current terms of which are attached hereto as **Appendix B** and are incorporated herein by reference and form a part of this Agreement.

ARTICLE 7

NON-COMPETITION, NON-RECRUITMENT, NON-DISPARAGEMENT

7.01 General. The parties hereto recognize and agree that (a) Employee is a senior employee of Ceridian, (b) Employee has received, and will in the future receive substantial amounts of Confidential Information (c) Ceridian's business is conducted on a worldwide basis and, (d) provision for non-competition, non-recruitment and non-disparagement obligations by Employee is critical to Ceridian's continued economic well-being and protection of Ceridian's Confidential Information. In light of these considerations, this ARTICLE 7 sets forth the terms and conditions of this Employees obligations of non-competition, non-recruitment and non-disparagement subsequent to the termination of this Agreement and/or Employee's employment for any reason.

7.02 Non-competition. During the terms of this Agreement, Employee will devote full time and energy to furthering Ceridian's business and will not pursue any other business activity without Ceridian's written consent. Unless the obligation is waived or limited by Ceridian in accordance this Section 7.02, Employee agrees that during his or her employment and for a period of time, as defined in Section 8.15, ("**Restrictive Period**") following termination of employment with Ceridian for any reason, Employee will not directly or indirectly, alone or as a partner, officer, director, shareholder or an employee, engage in any commercial activity on behalf of the following specified competitors of Ceridian (and/ or their respective affiliates or subsidiaries), having acknowledged that all such entities provide products or services or are otherwise engaged in a competitive business with the business carried out by Ceridian: **Workday, Inc., Automatic Data Processing, Inc/ADP, LLC., Ultimate Software Group, Inc., Kronos Incorporated, Paycom Software Inc., SAP SE, Oracle Corporation and Paylocity Corporation**, in competition with Ceridian's business as conducted as of the date of such termination of employment, in North America. For purposes of this subsection, "shareholder" shall not include beneficial ownership of less than five percent (5%) of the combined voting power of all issued and outstanding voting securities of a publicly held corporation whose stock is traded on a major stock exchange. For the avoidance of doubt "**Ceridian's business**" as used herein shall include business conducted by any Ceridian Affiliate and any partnership or joint venture in which Ceridian or its Affiliates is a partner or join venture, including in particular the provision of human capital management software and services. Ceridian acknowledges that some of the entities listed in this section 7.02 as competitors may also have now (or in the future) separate lines of business, parts of their business, or specific jobs that are wholly unrelated to Ceridian's business and do not compete in any meaningful way with Ceridian. It is not Ceridian's intention for the restriction contained in this section 7.02 to include such unrelated lines of business, parts of businesses or jobs within the entities listed in this section.

7.03 Non-Recruitment. During the term of employment and for a Restrictive Period following termination of employment for any reason, Employee will not directly or indirectly:

(a) hire any of Ceridian's employees, or solicit any of Ceridian's employees for the purpose of hiring them or inducing them to leave their employment with Ceridian, nor will Employee own, manage, operate, join, control, consult with, participate in the ownership, management, operation or control of, be employed by or be connected in any manner with any person or entity which engages in the conduct prescribed in this Section 7.03(a). This provision shall not preclude Employee from responding to a request (other than by Employee's employer) for a reference with respect to an individual's employment qualifications; or

(b) in connection with a business which competes with Ceridian's business (as defined in 7.02), solicit or endeavour to entice away from Ceridian, or any of its affiliates, any customers or prospective customers of Ceridian, or who were in such position at any time during the immediately preceding twelve (12) month period of the Employee's employment prior to termination thereof, with the purpose or effect of reducing the business of any customers or prospective customers, with Ceridian or any of its subsidiaries or affiliates.

7.04 Non-Disparagement. Employee will not, during the term or after the termination or expiration of this Agreement or Employee's employment, make disparaging statements, in any form, about Ceridian, its officers, directors, agents, employees, products or services which Employee knows, or has reason to believe, are false or misleading.

7.05 Survival and Enforceability. Without limiting the generality of Section 8.03, the obligations of this ARTICLE 7 shall survive the termination or expiration of this Agreement and Employee's employment. Should any provisions of this ARTICLE 7 be held invalid or illegal, such illegality shall not invalidate the whole of this ARTICLE 7 or the agreement, but, rather, ARTICLE 7 shall be construed as if it did not contain the illegal part or narrowed to permit its enforcement, and the rights and obligations of the parties shall be construed and enforced accordingly. In furtherance of and not in limitation of the foregoing, Employee expressly agrees that should the duration of or geographical extent of, or business activities covered by, any provision of this ARTICLE 7 be in excess of that which is valid or enforceable under applicable law, then such provisions should be construed to cover only that duration, extent or activities that may validly be covered. Employee acknowledges the uncertainty of the law in this respect and expressly stipulates that this ARTICLE 7 shall be construed in a manner that renders its provisions valid and enforceable to the maximum extent (not exceeding its expressed terms) possible under applicable law. This ARTICLE 7 does not replace and is in addition to any other agreements Employee may have with Ceridian on the matters addressed herein.

ARTICLE 8 GENERAL PROVISIONS

8.01 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Ceridian HCM, whether by way of merger, consolidation, operation of law, assignment, purchase or other acquisition of substantially all of the assets or business of Ceridian HCM, and any such successor or assign shall absolutely and unconditionally assume all of Ceridian HCM's obligations hereunder.

8.02 Notices. All notices, requests and demands given to or made pursuant hereto shall, except as otherwise specified herein, be in writing and be delivered or mailed to any such party at the addresses set forth in the signature blocks below. Either party may, by notice hereunder, designate a changed address. Any notice, if mailed properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt, and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner.

8.03 Survival. The obligations of Section 5.01, ARTICLE 6 and ARTICLE 7 shall survive the expiration or termination of this Agreement and Employee's employment.

8.04 Captions. The various headings or captions in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

8.05 Governing Law. The laws of the State of Minnesota will govern the validity, construction and performance of this Agreement. Any legal proceeding related to this Agreement will be brought in an appropriate Minnesota court, and both Ceridian HCM and the Employee hereby consent to the exclusive jurisdiction of that court for this purpose.

8.06 Construction. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Subject to applicable law, if there is a conflict or inconsistency between the terms of this Agreement and applicable law, the terms of this Agreement will govern to the extent of that conflict or inconsistency, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.07 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be conclusively deemed to be severable and to have been severed from this Agreement and the balance of this Agreement shall remain in full force and effect, notwithstanding such severance. To the extent permitted by law, each of the parties hereto hereby waives any law, rule or regulation that might otherwise render any provision of this Agreement invalid, illegal or unenforceable.

8.08 Waivers. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.

8.09 Modification. Any changes or amendments to this Agreement must be in writing and signed by both parties.

8.10 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto in reference to all the matters herein agreed upon. This Agreement replaces in full all prior employment or change of control agreements or understandings of the parties hereto with respect to such subject matter, and any and all such prior agreements or understandings are hereby rescinded by mutual agreement.

8.11 Execution of Agreement. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterpart together shall constitute one and the same agreement. For the purposes of this Section, the delivery of a facsimile copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement, but the party delivering a facsimile copy shall deliver an original copy of this Agreement as soon as possible after delivering the facsimile copy.

8.12 Taxes. Ceridian is authorized to withhold from any payments made hereunder and any other compensation payable to Employee in any capacity amounts of withholding and other taxes due or potentially payable in connection therewith, and to take such other action as Ceridian reasonable

determines is advisable to enable Ceridian and Employee to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any payments made under this Agreement.

8.13 Currency. All payments made hereunder shall be in the currency of the United States.

8.14 Breach of Restrictive Covenants. Employee acknowledges and agrees that any breach by Employee of the restrictions set forth in Article 5 and Article 7 shall be considered a material breach of this Agreement entitling Ceridian to seek damages and pursue any additional rights or remedies as may be available to it at law or in equity.

8.15 Restrictive Period.

The Restrictive Period is 12 months. At its sole option, Ceridian may, by written notice to Employee at any time within the Restrictive Period, waive or limit the time and/or terms of the restriction.

ARTICLE 9 EMPLOYEE'S UNDERSTANDING

9.01 Employee's Understanding. Employee recognizes and agrees that he or she has read and understood all and each Article, Section and paragraph of this Agreement, and that he or she has received adequate explanations on the nature and scope of those Articles, Sections and paragraphs which he or she did not understand. Employee recognizes that he or she has been advised that the Agreement entails important obligations on his or her part, and recognizes that he or she has had the opportunity of consulting his or her legal adviser before signing the Agreement.

9.02 Employment At-Will. Nothing in this Agreement is intended to establish any minimum period of the Employee's continuing employment, and such employment continues to be on an "at-will" basis. The Employee acknowledges that his or her employment with Ceridian HCM is terminable at will at any time by either party.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CERIDIAN HCM, INC.

Per: /s/ Leigh Turner

Name: Leigh Turner

Title: Co-Chief Executive Officer

Ceridian HCM, Inc.

Attn: Legal Department

3311 East Old Shakopee Road

Bloomington, MN 55425

EMPLOYEE

/s/ Stephen Holdridge

Stephen Holdridge

Appendix A

Privacy Guidelines & Pledge of Confidentiality

As an employee of Ceridian HCM, Inc. or one of its affiliates (collectively “**Ceridian**”), you will be in a position of trust and confidence, and will have access to and become familiar with Confidential Information (as that term is defined in the Employment Agreement to which this Appendix is attached) used by or in possession of Ceridian. The unauthorized disclosure to or unauthorized use by third parties of any Confidential Information, or your unauthorized use of such information, could seriously harm Ceridian’s business and cause monetary loss that would be difficult, if not impossible, to measure.

Ceridian is sensitive to the necessity of maintaining the confidentiality of Confidential Information. Ceridian recognizes both the inherent right to privacy of every individual and its obligation to preserve the confidentiality of Confidential Information kept in its files. Ceridian is also aware of the concerns about individual privacy and perceived possible abuses of Confidential Information kept in automated data banks and other forms. Ceridian has, therefore, established privacy guidelines to ensure the protection, to the best of Ceridian’s ability, of all Confidential Information in its possession, in whatever form it is kept, whether it be an automated data bank, manual (or paper) file, microfiche or any other form. Accordingly, all Confidential Information in the possession of Ceridian, whether from clients or from Ceridian’s own employees or contractors, must be handled and protected in accordance with the following principles:

1. The independent consideration which you shall be entitled to receive in consideration of agreeing to the terms of this document, shall consist of employment by Ceridian in accordance with Ceridian’s written offer of employment. You acknowledge that the foregoing independent consideration consists of real, bargained-for benefits to which you would have no entitlement but for your agreement to be bound by the terms set forth in this document. You further acknowledge that you were not entitled to receive the foregoing independent consideration prior to agreeing to the terms of this document. The terms of this document shall and do form an integral part of the terms of your employment with Ceridian, and shall be considered incorporated into the terms of your offer of employment and / or employment agreement with Ceridian.
2. You acknowledge Ceridian’s representation that it has taken and intends to take reasonable measures to preserve the secrecy of its Confidential Information, including, but not limited to, requiring you to agree to the terms of this document, as a condition of and part of the terms of your employment with Ceridian. You will hold all Confidential Information in the strictest confidence, and will not directly or indirectly copy, reproduce, disclose or divulge, or permit access to or use of, or obtain any benefit from, the Confidential Information or directly or indirectly use the Confidential Information other than as (a) as reasonably required to perform your duties as an employee of Ceridian, or (b) in the reasonable conduct of the business and your role within the business. For greater certainty, you shall not use the Confidential Information directly or indirectly in any business other than the business of Ceridian, without the prior written consent of Ceridian. Confidential Information is the exclusive property of Ceridian or its Clients (as the case may be), and you will not divulge any Confidential Information to any person except to Ceridian’s qualified employees or advisers or other third parties with whom Ceridian has confidential business relations, and you will not, at any time, use Confidential Information for any purpose whatsoever, except as required to perform your duties as an employee of Ceridian or in the reasonable conduct of the business or your role within the business. Without limiting the generality of the foregoing, you acknowledge and agree that Confidential Information received from a Client is to be used only for the purposes intended by the Client when entering into an agreement with Ceridian, and will not be used for any other purpose. Confidential Information will only be kept for the limited period of time necessary for Ceridian to fulfil its obligations. Regardless of the reason for termination of your employment (and whether or not you or Ceridian terminate the employment relationship): (a) you will not after the term of your employment, disclose Confidential Information which you may learn or acquire during your employment to any other person or entity or use any Confidential Information for your own benefit or for

the benefit of another; and (b) you will immediately deliver to Ceridian all property and Confidential Information in your possession or control which belong to Ceridian.

3. You acknowledge that your breach of the terms of this document may cause irreparable harm to Ceridian and that such harm may not be compensable entirely with monetary damages. If you violate the terms of this document, Ceridian may seek injunctive relief or any other remedy allowed at law, in equity, or under the terms of this agreement. In connection with any suit by Ceridian hereunder, Ceridian shall be entitled to an accounting, and to the repayment of all profits, compensation, commissions, fees or other remuneration which you have realized, as a result of the violation of the terms of this agreement which is the subject of the suit. In addition to the foregoing, Ceridian shall be entitled to collect from you any reasonable attorney's fees and costs incurred by Ceridian in bringing any successful action against you or in otherwise successfully enforcing the terms hereof against you. You acknowledge and agree that nothing herein shall affect Ceridian's rights to bring an action in a court of law for any legal claim against any third party who aids you in violating the terms of this agreement or who benefits in any way from your violation hereof.
4. You understand and agree that the terms of this document shall apply no matter when, how or why your employment terminates and regardless whether the termination is voluntary or involuntary, and that the terms shall survive the termination of your employment.
5. If any one or more of the terms of this document are deemed to be invalid or unenforceable by a court of law, the validity, enforceability and legality of the remaining provisions will not, in any way, be affected by or impaired thereby; and, notwithstanding the foregoing, all provisions hereof shall be enforced to the extent that is reasonable.
6. Ceridian's decision to refrain from enforcing a breach of any term of this document will not prevent Ceridian from enforcing the terms hereof as to any other breach that Ceridian discovers and shall not operate as a waiver against any future enforcement of any part of this document, any other agreement with you or any other agreement with any other employee of Ceridian.
7. You hereby represent and agree with Ceridian that: (a) you are not bound or restricted by a non-competition agreement, a confidentiality or non-disclosure agreement, or any other agreement with a former employer or other third party, which would conflict with the terms of this offer; and (b) you will not use any trade secrets or other intellectual property belonging to any third party while performing services for Ceridian; and (c) you are of legal age, under no legal disability, have full legal authority to enter into this agreement and have had a reasonable and adequate opportunity to consult with independent counsel regarding the effect of this document, the sufficiency of the independent consideration provided to you, and the reasonableness of the restrictions set forth herein.

Ceridian employs a Privacy Officer who is charged with ensuring that Ceridian complies with all privacy-related obligations imposed by statute or contract. Any questions regarding the collection, use, access, disclosure, retention or destruction of Confidential Information should be directed to the Privacy Officer.

Adherence to the guidelines set out above is a requirement for continued employment with Ceridian. Material breaches of these guidelines may result in discipline up to and including dismissal, or in the case of contractors, cancellation of your contract with Ceridian.

Appendix B

Intellectual Property Agreement

In consideration of Ceridian HCM, Inc. or one of its affiliates (collectively “**Ceridian**”) offering me employment, I hereby expressly acknowledge and agree as follows:

1.0 All Ceridian developments which I may solely or jointly author, conceive, or develop, or reduce to practice, or cause to be authored, conceived, or developed, or reduced to practice, during the term of my employment with Ceridian (collectively “**Developments**”) are the property of Ceridian. I will promptly make fullest disclosure to Ceridian of all Ceridian Developments. I further agree to execute such documents and do such things as Ceridian may reasonably require from time to time to assign to Ceridian all right, title, and interest in and to all Ceridian Developments, and agree, at Ceridian’s expense, during the term of my employment and thereafter, to execute any and all applications or assignments relating to intellectual property including patents, copyrights, industrial designs and trademarks, and to execute any proper oath or verify any proper document in connection with carrying out the terms of this agreement.

2.0 In the event Ceridian is unable for any reason whatsoever to secure my signature to any lawful and necessary documents relating to paragraph 1 hereof and to apply for, or to prosecute, any applications for letters patent, copyright, designs or trademarks (foreign or domestic) in respect to the Ceridian Developments, I hereby irrevocably designate and appoint Ceridian and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright, designs or trademarks thereon with the same legal force and effect as if executed by me.

3.0 At the time of leaving the employ of Ceridian I will deliver to Ceridian, and will not keep in my possession, nor deliver to anyone else, any and all information in any tangible form and all copies, partial copies, notes, summaries, records, descriptions, drawings, reports and other documents, data or materials of or relating to the Ceridian Developments or which contain or make reference to the Ceridian Developments, in my possession or control.

4.0 I hereby waive for the benefit of Ceridian and, where legally possible, assign to Ceridian any moral rights I have, or may in the future have, in any Ceridian Developments.

5.0 This agreement shall extend to and endure to the benefit of the successors and assigns of Ceridian and shall be binding upon me and my heirs, executors, administrators, successors and assigns.

CERIDIAN HCM HOLDING INC.
2018 Equity Incentive Plan
Restricted Stock Unit Award Agreement
Voidable if Not Electronically Signed
La version française de ce message suit la version anglaise

Employee Name/Nom de l'employé: %%FIRST_NAME_MIDDLE_NAME_LAST_NAME%-%

Employee ID No./ Matricule: %%EMPLOYEE_IDENTIFIER%-%

Grant Date/ Date d'attribution: %%OPTION_DATE,'Month DD, YYYY'%-%

Number of Restricted Stock Units/Nombre d'unités d'actions temporairement inaccessibles: %%TOTAL_SHARES_GRANTED,'999,999,999'%-%

This Restricted Stock Unit Award Agreement (this "Agreement") is made by and between Ceridian HCM Holding Inc., a Delaware corporation (the "Company"), and the above-named participant (the "Participant"), effective as of the above-designated grant date (the "Grant Date").

RECITALS

WHEREAS, the Company has adopted the Ceridian HCM Holding Inc. 2018 Equity Incentive Plan (as the same may be amended from time to time, the "Plan"), which Plan is incorporated herein by reference and made a part of this Agreement, and capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to those terms in the Plan; and

WHEREAS, the Committee has authorized and approved the grant of an Award to the Participant that will provide the Participant the opportunity to acquire shares of Common Stock ("Shares") upon the settlement of stock units on the terms and conditions set forth in the Plan and this Agreement ("Restricted Stock Units").

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. **Grant of Restricted Stock Unit Award**. The Company hereby grants to the Participant the above-designated number of Restricted Stock Units, on the terms and conditions set forth in the Plan and this Agreement, subject to adjustment as set forth in the Plan.
2. **Vesting and Forfeiture of Restricted Stock Units**. Subject to the terms and conditions set forth in the Plan and this Agreement, the Restricted Stock Units shall vest as follows:
 - (a) **General**. Except as otherwise provided in Section 2(b) – 2(e), one-third (1/3rd) of the Restricted Stock Units shall vest on each of the first three (3) anniversaries of the Date of Grant, subject to the Participant's continued Service through the applicable vesting date.

- (b) Death. In the event of the Participant's termination of continuous Service due to death, all unvested Restricted Stock Units shall become vested as of the date of the Participant's death.
 - (c) Retirement. In the event of the Participant's termination of continuous Service due to Retirement, all unvested Restricted Stock Units shall become vested as of the date of the Participant's termination of continuous Service due to Retirement. For purposes of the foregoing, "Retirement" shall mean a Participant's voluntary or involuntary termination of continuous Service without Cause upon (i) the attainment of age 65; and (ii) the completion of 10 years of continuous Service with the Company or its Subsidiaries.
 - (d) Involuntary Termination of Service. In the event of the Participant's involuntary termination of continuous Service without Cause and for reasons other than Death or Retirement, any unvested Restricted Stock Units scheduled to vest within 18 months of the Participant's termination date shall become vested as of the date of the Participant's involuntary termination of continuous Service without Cause.
 - (e) Termination of Service. In the event of the Participant's termination of continuous Service for reasons other than as provided in Sections 2(b), 2(c) and 2(d), all unvested Restricted Stock Units shall be forfeited as of the date of the Participant's termination of continuous Service. Without limiting the generality of the foregoing and for the sake of clarity, any Shares (and any resulting proceeds) previously acquired pursuant to the Restricted Stock Units will continue to be subject to Section 13.2 (Termination for Cause) and 13.3 (Right of Recapture) of the Plan.
3. Settlement. The Company shall deliver to the Participant within forty-five (45) days following the vesting date of the Restricted Stock Units a number of whole Shares equal to the aggregate number of Restricted Stock Units that vest as of such date. No fractional Shares shall be delivered; the Company shall pay cash in respect of any fractional Shares. The Company may deliver such Shares either through book entry accounts held by, or in the name of, the Participant or cause to be issued a certificate or certificates representing the number of Shares to be issued in respect of the Restricted Stock Units, registered in the name of the Participant. Notwithstanding the foregoing, the Restricted Stock Units may be settled in the form of: (a) cash, to the extent settlement in Shares (i) is prohibited under applicable laws, (ii) would require the Participant, the Company or the Subsidiary that the Participant provides Service to (the "Employer") to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and country of Service, if different), or (iii) is administratively burdensome; or (b) Shares, but the Company may require the Participant to immediately sell such Shares if necessary to comply with applicable laws (in which case, the Participant hereby expressly authorizes the Company to issue sales instructions in relation to such Shares on the Participant's behalf).
4. Responsibility for Taxes.
- (a) Regardless of any action the Company or the Employer takes with respect to any or all income tax, social insurance, payroll tax, fringe benefit, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant or deemed by the Company or the Employer to be an appropriate charge to the Participant even if technically due by the Company or the Employer (the "Tax-Related Items"), the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. The Participant further acknowledges and agrees that the Company and/or the Employer:
 - (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Participant's participation in the Plan, including, but not limited to, the grant of Restricted Stock Units, the vesting of Restricted Stock Units, the subsequent sale of Shares purchased under the Plan and the receipt of any dividends;
 - (ii) do not commit to and are under no obligation to structure the terms of the Restricted Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result; and
 - (iii) if the Participant has become subject to tax in more than one jurisdiction between the date the Restricted Stock Units are granted and the date of any relevant taxable or tax withholding event, the Participant acknowledges that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.
 - (b) Prior to the relevant taxable or taxable withholding event, as applicable, the Participant expressly agrees that, except as otherwise prohibited under applicable law, all Tax-Related Items required to be withheld with respect to the Restricted Stock Units shall be satisfied pursuant to a mandatory "sell-to-cover" method whereby a sufficient number of whole Shares otherwise issuable to the Participant upon vesting of the Restricted Stock Units shall be sold by the Plan Broker (as defined below) on behalf of the Participant to satisfy the amount of the required Tax-Related Items required to be withheld (the "STC Tax Withholding Method"). For purposes of the foregoing,
 - (i) the Participant shall be deemed to have been issued the full number of Shares otherwise issuable on the applicable vesting date, notwithstanding that a number of whole Shares has been sold by the Plan Broker on behalf of the Participant to satisfy the Tax-Related Items required to be withheld,

- (ii) the Company or the Employer may determine the amount of Tax-Related Items by considering applicable statutory withholding rates (as determined by the Company or the Employer in good faith and in its sole discretion) or other applicable withholding rates, including maximum withholding rates,
 - (iii) the Participant shall have no discretion or authority with respect to sales made by the Plan Broker to satisfy the Tax-Related Items. To the extent the STC Tax Withholding Method is prohibited under applicable law, the Participant shall be required to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items required to be withheld. For the sake of clarity, the Company expressly intends for the STC Tax Withholding Method to fully comply with Rule 16b-3 of the Securities Exchange Act of 1934 (the "Exchange Act") to the extent the Participant is subject to Section 16 of the Exchange Act, and
 - (iv) except in the event of the Participant's death or disability, the STC Tax Withholding Method will be unavailable to satisfy any Tax-Related Items (a) to the extent the Participant is subject to Section 16 of the Exchange Act, until the later of (i) 90 days following the date of this Agreement and (ii) two business days following the filing of the Company's Form 10-K or Form 10-Q for the fiscal quarter in which this Agreement is electronically accepted, or (b) for all other Participants, 30 days following the date of this Agreement.
- (c) Finally, the Participant agrees to pay to the Company or the Employer any number of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company or the Employer may refuse to honor the vesting of the Restricted Stock Units, or refuse to deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.
5. **Change of Control.** Notwithstanding anything in this Agreement to the contrary, upon a Change of Control where the Restricted Stock Units are assumed, continued or substituted by the acquiring/surviving corporation, in the event of the Participant's involuntary termination of continuous Service without Cause within 12 months of the effective date of the Change of Control, all unvested Restricted Stock Units shall become vested as of the date of the Participant's involuntary termination of continuous Service without Cause. In the event of a Change of Control in which the Restricted Stock Units are not assumed, continued, or substituted by the acquiring/surviving corporation, all unvested Restricted Stock Units shall immediately vest in full as of the effective date of such Change of Control and the vested Restricted Stock Units shall be settled in accordance with Section 3 of this Agreement.
6. **Compliance with Laws.** If the Participant is resident or providing Service outside of the United States, as a condition of participation, the Participant agrees to repatriate all payments attributable to the Shares or cash acquired under the Plan (including, but not limited to, dividends and any proceeds derived from the sale of Shares acquired under the Plan) in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of Service, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Employer, as may be required to allow the Company and the Employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of Service, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in his or her country of residence (and country of Service, if different).
7. **Private Placement.** If the Participant is resident or providing Service outside of the United States, the Restricted Stock Units are not intended to be a public offering of securities in the Participant's country of residence (or country of Service, if different). The Company has not submitted a registration statement, prospectus or other filing with the local securities authorities (unless otherwise required under local law), and the Restricted Stock Units are not subject to the supervision of local securities authorities.
8. **No Advice Regarding Participation.** No employee of the Company or its Subsidiaries is permitted to advise the Participant regarding his or her participation in the Plan. The Participant should consult with his or her own qualified personal tax, legal and financial advisors before taking any action related to the Plan.
9. **Insider Trading and Market Abuse Laws.** By participating in the Plan, the Participant agrees to comply with the Company's policy on insider trading (to the extent that it is applicable to the Participant). The Participant acknowledges that, depending on the Participant or the Participant's broker's country of residence or where the Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws that may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares or rights linked to the value of Shares during such times the Participant is considered to have material non-public information, or "inside information" regarding the Company as defined in the laws or regulations in the Participant's country of residence (and country of Service, if different). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before he or she possessed inside information. By electronically accepting this Agreement, the Participant represents that, as of the Grant Date, the Participant is unaware of any material inside information regarding the Company. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis), and (b) "tipping" third parties or causing them otherwise to buy or sell

securities. Third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company insider trading policy. The Participant acknowledges that it is the Participant's responsibility to comply with any restrictions and the Participant should speak to his or her personal advisor on this matter.

10. **Imposition of Other Requirements:** The Company reserves the right to impose other requirements on the Restricted Stock Units, any Shares acquired pursuant to the Restricted Stock Units and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable for legal or administrative reasons. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
11. **Data Privacy.** The Participant hereby explicitly and unambiguously consents to the collection, use, processing and transfer, in electronic or other form, of the Participant's personal data as described in this document by and among, as applicable, the Company and its Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing his or her participation in the Plan.

The Participant understands that the Company and the Employer hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, family size, marital status, sex, beneficiary information, emergency contacts, passport/visa information, age, language skills, driver's license information, nationality, C.V. (or resume), wage history, employment references, social insurance number, resident registration number or other identification number, salary, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax-related information, plan or benefit enrollment forms and elections, award or benefit statements, any Shares or directorships in the Company, details of all awards or any other entitlements to Shares awarded, canceled, purchased, vested, unvested or outstanding for purpose of managing and administering the Plan ("Data").

The Participant understands that Data may be transferred to E*TRADE or any successor broker/administrator engaged by the Company (the "Plan Broker") and any third parties assisting in the implementation, administration and management of the Plan including, but not limited to, the Subsidiaries or Affiliates of the Company. These third-party recipients may be located in the Participant's country of residence (and country of Service, if different) or elsewhere, and the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant understands that the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Human Resources Department.

The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Participant may elect to deposit any Shares acquired. The Participant understands that Data only will be held as long as is necessary to implement, administer and manage the Participant's participation in the Plan.

The Participant understands that the Participant 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 the Company's Human Resources Department. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, the Participant's service status and career will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant the Participant purchase rights or administer or maintain such purchase rights. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact the Company's Human Resources Department.

Finally, upon request of the Company or the Employer, the Participant agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in

compliance with the data privacy laws in the Participant's country of residence (and country of Service, if different), either now or in the future. The Participant understands and agrees that he or she will be unable to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.

12. Nature of the Benefit. The Participant understands and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be amended, modified, suspended or terminated by the Company at any time as provided in the Plan;
- (b) the grant of Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted repeatedly in the past;
- (c) all decisions with respect to future grants, if any, including, but not limited to, the times when the Restricted Stock Units shall be granted and the vesting period will be at the sole discretion of the Company;
- (d) the grant of Restricted Stock Units and the Participant's participation in the Plan shall not create a right to further employment with the Employer, shall not be interpreted as forming an employment or Service contract with the Company and shall not interfere with the ability of the Employer to terminate the Participant's employment relationship at any time (as otherwise may be permitted under local law);
- (e) the Participant's participation in the Plan is voluntary;
- (f) the Restricted Stock Units and any underlying Shares are not intended to replace any pension rights or compensation;
- (g) the grant of Restricted Stock Units and the underlying Shares are an extraordinary item of compensation outside the scope of the Participant's employment (and employment contract, if any) with the Employer and is not part of normal or expected compensation for any purpose, including, without limitation, 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) the grant of Restricted Stock Units will not be interpreted to form an employment contract with the Employer;
- (j) the Company and the Employer are not liable for any exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Shares or any amounts due pursuant to settlement or the subsequent sale of any Shares; and

- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units under the Plan resulting from termination of the Participant's employment by the Employer (for any reason and whether or not in breach of local labor laws and whether or not later found to be invalid).

13. Country Addendum; Interpretation of Terms; General. The term "Country Addendum" means any document prepared by the Company and which refers to this Agreement and contains additional Restricted Stock Unit terms to address matters pertaining to the Participant's then current country of residence (and country of Service, if different). If the Participant relocates to one of the countries included in the Country Addendum, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms as may be necessary or advisable to accommodate the Participant's transfer). The Country Addendum constitutes part of this Agreement. The Committee shall interpret the terms of the Restricted Stock Units, this Agreement, the Plan and any Country Addendum, and all determinations by the Committee shall be final and binding. The Company may, without the Participant's consent, assign all of their respective rights and obligations under the Restricted Stock Unit to their respective successors and assigns. Following an assignment to the successor of the Company, as applicable, all references herein to the Board of Directors and Committee shall be references to the board of directors and committee, as applicable, of the successor of the Company. This Agreement, the Plan and any Country Addendum contain the complete agreement between the Company and the Participant concerning the Restricted Stock Units, are governed by the laws of the State of Delaware (or the laws stated in applicable Country Addendum), and may be amended only in writing, signed by an authorized officer of the Company. The Participant will take all actions reasonably requested by the Company to enable the administration of the Restricted Stock Units and Plan and/or comply with the local laws and regulations of the Participant's then current country of residence. No waiver of any breach or condition of this Agreement, the Plan or a Country Addendum shall be deemed to be a waiver of any other or subsequent breach or condition whether of like or different nature.

14. Compensation Recoupment Policy. The Restricted Stock Units and any Shares issued thereunder shall be subject to any compensation recoupment policy of the Company that is applicable by its terms to the Participant and to awards of this type. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company.

15. Additional Covenants. To the extent enforceable by applicable law, and in consideration of the receipt of the Restricted Stock Units granted by this Agreement, the Participant by signing below covenants and agrees to the covenants set out in Exhibit A hereto.

16. Miscellaneous Provisions

- (a) Rights of a Shareholder of the Company. Prior to settlement of the Restricted Stock Units in Shares, neither the Participant nor the Participant's representative will have any rights as a shareholder of the Company with respect to any Shares underlying the Restricted Stock Units. To the extent the Company pays any regular cash dividends to its shareholders, dividend equivalent rights with respect to the Shares will be accumulated and will be satisfied in additional Restricted Stock Units that are subject to the same terms and conditions of the applicable Restricted Stock Units.
- (b) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter of this Agreement. This Agreement and the Plan supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter of this Agreement.
- (c) Official Language. The official language of this Agreement, the Plan and any Country Addendum is English. Documents or notices not originally written in English shall have no effect until they have been translated into English, and the English translation shall then be the prevailing form of such documents or notices. Any notices or other documents required to be delivered to Ceridian under this Agreement, shall be translated into English, at the Participant's expense, and provided promptly to the Company in English. The Company may also request an untranslated copy of such documents.

- (d) Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant, the Participant's executor, personal representative(s), distributees, administrator, permitted transferees, permitted assignees, beneficiaries, and legatee(s), as applicable, whether or not any such person will have become a party to this Agreement and have agreed in writing to be joined herein and be bound by the terms hereof.
- (e) Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then the remaining provisions will nevertheless be binding and enforceable.
- (f) Amendment. Except as otherwise provided in the Plan, this Agreement will not be amended unless the amendment is agreed to in writing by both the Participant and the Company.
- (g) Signature in Counterparts. This Agreement may be signed in counterparts, manually or electronically, each of which will be an original, with the same effect as if the signatures to each were upon the same instrument.
- (h) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to any Awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

- (i) **Acceptance.** The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions of the Plan and this Agreement, and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable term and provision of the Plan will govern and prevail.

Please read the Plan, the Agreement and the Country Addendum carefully as those documents contain important terms and conditions relating to the Restricted Stock Units. In order to receive the Restricted Stock Units, the Participant must acknowledge and accept the terms and conditions of the Plan and the Agreement electronically using the E*TRADE system. By electronically accepting the Restricted Stock Units in the E*TRADE system, the Participant is acknowledging that he / she has reviewed, understood and agrees to the terms of the Plan and the Agreement and the Participant's intent to electronically sign the Agreement. If the Participant does not accept the Restricted Stock Units electronically in the E*TRADE system within 120 days of grant date, the Company will cancel the Restricted Stock Units in its entirety, without any requirement to provide notice to the Participant, and it will cease to appear in the Participant's E*TRADE account or otherwise be outstanding. It is solely the Participant's responsibility to accept the Restricted Stock Units.

By clicking on the "Accept" button, the Participant confirms having read and understood the documents relating to this grant, including Section 10 of this Agreement entitled Data Privacy, which were provided to you in the English language. The Participant accepts the terms of those documents accordingly.

CERIDIAN HCM HOLDING INC.



By

Authorized Officer

The Participant has signed this Agreement upon electronically acknowledging acceptance with the intent to sign, in accordance with Section 15(h).

**CERIDIAN HCM HOLDING INC.
2018 Equity Incentive Plan
Restricted Stock Unit Award Agreement
COUNTRY ADDENDUM**

This Country Addendum to the Agreement includes additional terms and conditions that govern the Restricted Stock Units (“RSUs”) and the Participant’s participation in the Plan if the Participant resides and/or works outside of the United States. **The information contained in this Country Addendum is based on the securities, exchange control and other laws in effect in the respective countries as of February 2023.** If the Participant transfers to another country reflected in this Country Addendum, the additional terms and conditions for such country (if any) will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms as may be necessary or advisable to accommodate the Participant’s transfer). Capitalized terms not defined in this Country Addendum but defined in the Agreement or the Plan shall have the same meaning as in the Agreement or the Plan.

AUSTRALIA

1. **Australia Resident Employees.** This grant is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

If the Participant offers Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Participant should obtain legal advice on the Participant’s disclosure obligations prior to making any such offer.

2. **Award Conditioned on Satisfaction of Regulatory Obligations.** If the Participant is (a) a director of a Subsidiary incorporated in Australia, or (b) a person who is a management-level executive of a Subsidiary incorporated in Australia and who also is a director of a Subsidiary incorporated outside of Australia, the grant of the RSUs is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.

3. **Tax Information.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

CANADA

1. **Securities Law Information.** The Participant is permitted to sell Shares acquired through the Plan through the Plan Broker, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed.
2. **Termination Date.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, the effective date of the Participant’s termination of Service for purposes of the Restricted Stock Units shall be the last day of any statutory notice of termination period required under applicable law but does not include any other period of notice or severance that was, or ought to have been given, in respect of the termination of the Employee’s employment.
3. **Settlement in Shares.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, no cash or other property (other than newly issued Shares) shall be issuable or deliverable by the Company upon vesting of the Participant’s RSUs hereunder. If the aggregate number of Shares issuable to such Participant upon vesting of the Participant’s RSUs hereunder would otherwise include a fraction of a Share, such number of Shares shall be rounded down to the nearest whole number of Shares.

If the Participant is a resident of Quebec, the following provision applies:

4. **French Language Documents.** A French translation of the Agreement, the Country Addendum, the Plan and certain other documents related to the RSUs will be made available to the Participant as soon as reasonably practicable following the Participant’s written request. The Participant understands that, from time to time, additional information related to the RSUs may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such information into French as soon as reasonably practicable. Notwithstanding anything to the contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of this document and certain other documents related to the RSUs will govern the Participant’s RSUs and the Participant’s participation in the Plan.

[INSERT TRANSLATION]

5. **Data Privacy Consent.** The following provision supplements Section 11 of the Agreement:

The Participant hereby authorizes the Company and the Company's representatives to discuss and obtain all relevant information regarding the Participant's RSU and the Participant's participation in the Plan from all personnel, professional or non-professional, involved with the administration of the Plan. The Participant further authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators that are assisting the Company with the operation and administration of the Plan to disclose and discuss the Plan and the Participant's participation in the Plan with their advisors. The Participant further authorizes the Company and the Company's subsidiaries and affiliates to record information regarding the Participant's RSUs and the Participant's participation in the Plan and to keep such information in the Participant's file. The Participant acknowledges and agree that the Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the U.S. If applicable, the Participant also acknowledges and authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators, such as E*TRADE, that are assisting the Company with the operation and administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

[INSERT TRANSLATION]

CHINA

The following terms and conditions will apply to the extent that the Company, in its discretion, determines that the Participant's participation in the Plan will be subject to exchange control requirements in the People's Republic of China ("PRC"), as implemented by the PRC State Administration of Foreign Exchange ("SAFE"):

1. **RSUs Conditioned on Satisfaction of Regulatory Obligations.** Notwithstanding anything to the contrary in the Agreement or the Plan, no Shares will be issued to the Participant in settlement of the RSUs unless and until all necessary exchange control or other approvals with respect to the RSUs granted under the Plan have been obtained from the SAFE or its local counterpart ("SAFE Approval"). In the event that SAFE Approval has not been obtained prior to any date(s) on which the RSUs is scheduled to vest in accordance with the vesting schedule set forth in the Agreement, any Shares which are contemplated to be issued in settlement of such vested RSUs shall be held by the Company in escrow on behalf of the Participant until SAFE Approval is obtained.
2. **Shares Must Be Held with Plan Broker.** All Shares issued upon settlement of the RSUs will be deposited into a personal brokerage account established with the Company's Plan Broker on the Participant's behalf. The Participant understands that the Participant may sell the Shares at any time after they are deposited in such account, however, the Participant may not transfer the Shares out of the brokerage account with the Plan Broker.
3. **Mandatory Sale of Shares Following Termination of Service.** The Participant shall be required to sell all Shares acquired upon vesting of the RSUs no later than six (6) months following the Participant's termination of Service with the Company and its Subsidiaries (or such other period as may be required by the SAFE). If any Shares remain unsold following the designated period following the Participant's termination of Service, the Participant hereby directs, instructs and authorizes the Company to issue sale instructions on the Participant's behalf to the Plan Broker to sell such Shares. The Participant agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Plan Broker) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Participant acknowledges that neither the Company nor the Plan Broker is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Participant in accordance with applicable exchange control laws and regulations.
4. **Exchange Control Restrictions.** The Participant understands and agrees that, pursuant to local exchange control requirements, the Participant will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. The Participant further understands that such repatriation of proceeds may be effected through a special bank account established by the Company or its Subsidiaries and Affiliates, and the Participant hereby consents and agrees that proceeds from the sale of Shares acquired under the Plan may be transferred to such account by the Company on the Participant's behalf prior to being delivered to the Participant and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to the Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to the Participant in U.S. dollars, the Participant understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to the Participant in local currency, the Participant acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Participant. The Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.
5. **Administration.** The Company shall not be liable for any costs, fees, lost interest or dividends or other losses the Participant may incur or suffer resulting from the enforcement of the terms of this Country Addendum or otherwise from the Company's operation and enforcement of the Plan, the Agreement and the RSUs in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

GERMANY

No country-specific provisions.

IRELAND

No country-specific provisions.

INDIA

No country-specific provisions.

JAPAN

No country-specific provisions.

MALAYSIA

No country-specific provisions.

MAURITIUS

No country-specific provisions.

NEW ZEALAND

1. Securities Law Notice.

WARNING: This is an offer of RSUs which, upon vesting and settlement in accordance with the terms of the Plan and the Agreement, will be converted into Shares. Shares provide the Participant with a stake in the ownership of the Company. The Participant may receive a return on any Shares acquired under the Plan if dividends are paid.

If the Company runs into financial difficulties and is wound up, the Participant will be paid only after all creditors and holders of preference shares have been paid. The Participant may lose some or all of his / her 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 make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Participant may not be given all the information usually required. The Participant also will have fewer other legal protections for this investment. On this basis, the Participant should seek independent professional advice before acquiring any Shares under the Plan.

The Shares are quoted on the New York Stock Exchange under the symbol "CDAY". This means that if the Participant acquires Shares under the Plan, the Participant may be able to sell them on the New York Stock Exchange if there are interested buyers. The price will depend on the demand for the Shares.

A copy of the Company'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 the Company's business that may affect the value of the Shares, are included in the Company'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, as well as on the Company's Investor Relations website at <https://investors.ceridian.com/overview/default.aspx>.

PHILIPPINES

1. **Participation Subject to PSEC Exemption.** The Participant acknowledges and agrees that the Participant's participation in the Plan is subject to and contingent upon the Company's receipt of the required exemption from the requirements of securities registration from the Philippines Securities and Exchange Commission (the "PSEC"). Notwithstanding any provision of the Plan or the Agreement to the contrary, if the Company has not obtained, or does not maintain, the necessary securities approval/confirmation, the Participant will not vest in the RSUs and no Shares will be issued under the Plan.

2. **Securities Law Information.** The Participant will not be able to acquire Shares upon vesting and settlement of the Participant's RSU unless the vesting/issuance of Shares complies with all applicable laws and regulations as determined by the Company. The Company assumes no liability if the Participant's RSUs cannot be vested and will not provide the Participant with any benefits/compensation in lieu of the RSUs. If the Participant acquires Shares upon vesting and settlement of the RSUs, the Participant is permitted to dispose of or sell such Shares, provided the offer and resale of the Shares takes place outside of the Philippines through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange in the United States of America.

SINGAPORE

1. **Sale Restriction on Shares.** Shares received upon vesting of the RSUs are accepted as a personal investment. In the event that the RSUs vest and Shares are issued to the Participant (or the Participant's heirs) within six (6) months of the Grant Date, the Participant (or the Participant's heirs) expressly agrees that the Shares will not be offered to the public or otherwise disposed of prior to the six (6)-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("SFA") or pursuant to, and in accordance with the conditions of, any other applicable provision(s) of the SFA.

2. **Private Placement.** The grant of the RSUs is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Participant should note that the RSUs are subject to section 257 of the SFA and the Participant will not be able to make any subsequent sale of the Shares in Singapore, or any offer of such subsequent sale of the Shares subject to the grant in Singapore, unless such sale or offer is made (i) after six (6) months from the Grant Date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

TAIWAN

No country-specific provisions.

THAILAND

No country-specific provisions.

UNITED KINGDOM

1. **Responsibility for Taxes.** The following provision supplements Section 4 of the Agreement:

The Participant agrees to be liable for any Tax-Related Items and hereby covenants to pay any such Tax-Related Items, as and when requested by Ceridian or the Employer or by Her Majesty’s Revenue & Customs (“**HMRC**”) (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified the Company 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 the Participant’s behalf.

Notwithstanding the foregoing, if the Participant is a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision may not apply. In such case, the Participant understands that the Participant may not be able to indemnify the Company for the amount of any income tax not collected from or paid by the Participant and, therefore, any such income tax not so collected from or paid by the Participant within 90 days after the end of the U.K. tax year in which the event giving rise to the Tax-Related Items occurs may constitute a benefit to the Participant on which additional income tax and national insurance contributions may be payable. The Participant acknowledges that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in the Agreement. However, the Participant is primarily responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime.

EXHIBIT A

Restrictive Covenants

The Participant covenants and agrees that while employed by the Company or any Subsidiary and for one (1) year following termination of Participant's employment (whether initiated by Participant or the Company) (the "*Non-Compete Period*"), Participant shall not:

- a. directly or indirectly hire or solicit the employment or services of any then current employee of the Company or any Subsidiary (this restriction does not prevent (i) general solicitations to the public or (ii) providing employment references for people who are not seeking employment with Participant's then current third-party employer);
- b. directly or indirectly solicit any then current customer of the Company or any Subsidiary for the purpose of selling or providing that customer any products or services that directly compete with the products or services of the Company or any Subsidiary; and/or
- c. work as an employee or consultant for, or beneficially own more than 5% of the equity or voting securities of, any company or entity that directly competes with the Company's human capital management business.

During the Non-Compete Period, if Participant intends to seek any employment, consulting or ownership relationship that might violate these covenants, Participant shall provide the Company at least 30 days advance written notice of that intended change. The Company may in its reasonable and sole discretion determine whether or not that intended change would violate these covenants, and shall promptly notify Participant of that determination. In addition to the Company's other remedies available under applicable law, the Restricted Stock Units will expire and be forfeited if the Participant breaches the restrictions in these covenants.

CERIDIAN HCM HOLDING INC.
2018 Equity Incentive Plan
Restricted Stock Unit Award Agreement

Voidable if Not Electronically Signed
La version française de ce message suit la version anglaise

Employee Name/Nom de l'employé: %%FIRST_NAME%-%% %%LAST_NAME%-%%

Employee ID No./ Matricule: %%EMPLOYEE_IDENTIFIER%-%%

Grant Date/ Date d'attribution: %%OPTION_DATE,'Month DD, YYYY'%-%%

Number of Restricted Stock Units/Nombre d'unités d'actions temporairement inaccessibles: %%TOTAL_SHARES_GRANTED,'999,999,999'%-%%

This Restricted Stock Unit Award Agreement (this "Agreement") is made by and between Ceridian HCM Holding Inc., a Delaware corporation (the "Company"), and the above-named participant (the "Participant"), effective as of the above-designated grant date (the "Grant Date").

RECITALS

WHEREAS, the Company has adopted the Ceridian HCM Holding Inc. 2018 Equity Incentive Plan (as the same may be amended from time to time, the "Plan"), which Plan is incorporated herein by reference and made a part of this Agreement, and capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to those terms in the Plan; and

WHEREAS, the Committee has authorized and approved the grant of an Award to the Participant that will provide the Participant the opportunity to acquire shares of Common Stock ("Shares") upon the settlement of stock units on the terms and conditions set forth in the Plan and this Agreement ("Restricted Stock Units").

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. **Grant of Restricted Stock Unit Award**. The Company hereby grants to the Participant the above-designated number of Restricted Stock Units, on the terms and conditions set forth in the Plan and this Agreement, subject to adjustment as set forth in the Plan.

2. **Vesting and Forfeiture of Restricted Stock Units**. Subject to the terms and conditions set forth in the Plan and this Agreement, the Restricted Stock Units shall vest as follows:

- (a) General. Except as otherwise provided in Section 2(b), one-third (1/3rd) of the Restricted Stock Units shall vest on each of the first three (3) anniversaries of the Date of Grant, subject to the Participant's continued Service through the applicable vesting date.
- (b) Death. In the event of the Participant's termination of continuous Service due to death, all unvested Restricted Stock Units shall become vested as of the date of the Participant's death.
- (c) Retirement. In the event the Participant's termination of continuous Service due to Retirement, all unvested Restricted Stock Units shall become vested as of the date of the Participant's termination of continuous Service due to Retirement. For purposes of the foregoing, "Retirement" shall mean a Participant's voluntary or involuntary termination of continuous Service without Cause upon (i) the attainment of age 65; and (ii) the completion of 10 years of continuous Service with the Company or its Subsidiaries.
- (d) Involuntary Termination of Service. In the event of the Participant's involuntary termination of continuous Service without Cause and for reasons other than Death or Retirement, any unvested Restricted Stock Units scheduled to vest within 18 months of the Participant's termination date shall become vested as of the date of the Participant's involuntary termination of continuous Service without Cause.
- (e) Termination of Service. In the event of the Participant's termination of continuous Service for reasons other than as provided in Sections 2(b), 2(c) and 2(d), all unvested Restricted Stock Units shall be forfeited as of the date of the Participant's termination of continuous Service. Without limiting the generality of the foregoing and for the sake of clarity, any Shares (and any resulting proceeds) previously acquired pursuant to the Restricted Stock Units will continue to be subject to Section 13.2 (Termination for Cause) and 13.3 (Right of Recapture) of the Plan.

3. Settlement. The Company shall deliver to the Participant within forty-five (45) days following the vesting date of the Restricted Stock Units a number of whole Shares equal to the aggregate number of Restricted Stock Units that vest as of such date. No fractional Shares shall be delivered; the Company shall pay cash in respect of any fractional Shares. The Company may deliver such Shares either through book entry accounts held by, or in the name of, the Participant or cause to be issued a certificate or certificates representing the number of Shares to be issued in respect of the Restricted Stock Units, registered in the name of the Participant. Notwithstanding the foregoing, the Restricted Stock Units may be settled in the form of: (a) cash, to the extent settlement in Shares (i) is prohibited under applicable laws, (ii) would require the Participant, the Company or the Subsidiary that the Participant provides Service to (the "Employer") to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and country of Service, if different), or (iii) is administratively burdensome; or (b) Shares, but the Company may require the Participant to immediately sell such Shares if necessary to comply with applicable laws (in which case, the Participant hereby expressly authorizes the Company to issue sales instructions in relation to such Shares on the Participant's behalf).

4. Responsibility for Taxes.

- (a) Regardless of any action the Company or the Employer takes with respect to any or all income tax, social insurance, payroll tax, fringe benefit, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant or deemed by the Company or the Employer to be an appropriate charge to the Participant even if technically due by the Company or the Employer (the "Tax-Related Items"), the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. The Participant further acknowledges and agrees that the Company and/or the Employer:
 - (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Participant's participation in the Plan, including, but not limited to, the grant of Restricted Stock Units, the vesting of Restricted Stock Units, the subsequent sale of Shares purchased under the Plan and the receipt of any dividends;
 - (ii) do not commit to and are under no obligation to structure the terms of the Restricted Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result; and
 - (iii) if the Participant has become subject to tax in more than one jurisdiction between the date the Restricted Stock Units are granted and the date of any relevant taxable or tax withholding event, the Participant acknowledges that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.
- (b) Prior to the relevant taxable or taxable withholding event, as applicable, the Participant expressly agrees that, except as otherwise prohibited under applicable law, all Tax-Related Items required to be withheld with respect to the Restricted Stock Units shall be satisfied pursuant to a mandatory "sell-to-cover" method whereby a sufficient number of whole Shares otherwise issuable to the

Participant upon vesting of the Restricted Stock Units shall be sold by the Plan Broker (as defined below) to satisfy the amount of the required Tax-Related Items required to be withheld (the "STC Tax Withholding Method"). For purposes of the foregoing, (i) the Participant shall be deemed to have been issued the full number of Shares otherwise issuable on the applicable vesting date, notwithstanding that a number of whole Shares has been sold by the Plan Broker to satisfy the Tax-Related Items required to be withheld, (ii) the Company or the Employer may determine the amount of Tax-Related Items by considering applicable statutory withholding rates (as determined by the Company or the Employer in good faith and in its sole discretion) or other applicable withholding rates, including maximum withholding rates, (iii) the Participant shall have no discretion or authority with respect to sales made by the Plan Broker to satisfy the Tax-Related Items. To the extent the STC Tax Withholding Method is prohibited under applicable law, the Participant shall be required make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items required to be withheld, and (iv) except in the event of the Participant's death or disability, the STC Tax Withholding Method will be unavailable to satisfy any Tax-Related Items (a) to the extent the Participant is subject to Section 16 of the Exchange Act, until the later of (i) 90 days following the date of this Agreement and (ii) two business days following the filing of the Company's Form 10-K or Form 10-Q for the fiscal quarter in which this Agreement is electronically accepted, or (b) for all other Participants, 30 days following the date of this Agreement. For the sake of clarity, the Company expressly intends for the STC Tax Withholding Method to fully comply with Rule 16b-3 of the Securities Exchange Act of 1934 (the "Exchange Act") to the extent the Participant is subject to Section 16 of the Exchange Act.

- (c) Finally, the Participant agrees to pay to the Company or the Employer any number of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company or the Employer may refuse to honor the vesting of the Restricted Stock Units, or refuse to deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

- 5. **Change of Control.** Notwithstanding anything in this Agreement to the contrary, upon a Change of Control where the Restricted Stock Units are assumed, continued or substituted by the acquiring/surviving corporation, in the event of the Participant's involuntary termination of continuous Service without Cause with 12 months of the effective date of the Change of Control, all unvested Restricted Stock Units shall become vested as of the date of the Participant's involuntary termination of continuous Service without Cause. In the event of a Change of Control in which the Restricted Stock Units are not assumed, continued, or substituted by the acquiring/surviving corporation, all unvested Restricted Stock Units shall immediately vest in full as of the effective date of such Change of Control and the vested Restricted Stock Units shall be settled in accordance with Section 3 of this Agreement.

- 6. **Compliance with Laws.** If the Participant is resident or providing Service outside of the United States, as a condition of participation, the Participant agrees to repatriate all payments attributable to the Shares or cash acquired under the Plan (including, but not limited to, dividends and any proceeds derived from the sale of Shares acquired under the Plan) in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of Service, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Employer, as may be required to allow the Company and the Employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of Service, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in his or her country of residence (and country of Service, if different).

- 7. **Private Placement.** If the Participant is resident or providing Service outside of the United States, the Restricted Stock Units are not intended to be a public offering of securities in the Participant's country of residence (or country of Service, if different). The Company has not submitted a registration statement, prospectus or other filing with the local securities authorities (unless otherwise required under local law), and the Restricted Stock Units are not subject to the supervision of local securities authorities.

- 8. **No Advice Regarding Participation.** No employee of the Company or its Subsidiaries is permitted to advise the Participant regarding his or her participation in the Plan. The Participant should consult with his or her own qualified personal tax, legal and financial advisors before taking any action related to the Plan.

- 9. **Insider Trading and Market Abuse Laws.** By participating in the Plan, the Participant agrees to comply with the Company's policy on insider trading (to the extent that it is applicable to the Participant). The Participant acknowledges that, depending on the Participant or the Participant's broker's country of residence or where the Shares are listed, the Participant may be subject to insider trading

restrictions and/or market abuse laws that may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares or rights linked to the value of Shares during such times the Participant is considered to have material non-public information, or "inside information" regarding the Company as defined in the laws or regulations in the Participant's country of residence (and country of Service, if different). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before he or she possessed inside information. By electronically accepting this Agreement, the Participant represents that, as of the Grant Date, the Participant is unaware of any material inside information regarding the Company. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis), and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company insider trading policy. The Participant acknowledges that it is the Participant's responsibility to comply with any restrictions and the Participant should speak to his or her personal advisor on this matter.

10. **Imposition of Other Requirements:** The Company reserves the right to impose other requirements on the Restricted Stock Units, any Shares acquired pursuant to the Restricted Stock Units and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable for legal or administrative reasons. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
11. **Data Privacy.** The Participant hereby explicitly and unambiguously consents to the collection, use, processing and transfer, in electronic or other form, of the Participant's personal data as described in this document by and among, as applicable, the Company and its Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing his or her participation in the Plan.

The Participant understands that the Company and the Employer hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, family size, marital status, sex, beneficiary information, emergency contacts, passport/visa information, age, language skills, driver's license information, nationality, C.V. (or resume), wage history, employment references, social insurance number, resident registration number or other identification number, salary, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax-related information, plan or benefit enrollment forms and elections, award or benefit statements, any Shares or directorships in the Company, details of all awards or any other entitlements to Shares awarded, canceled, purchased, vested, unvested or outstanding for purpose of managing and administering the Plan ("Data").

The Participant understands that Data may be transferred to E*TRADE or any successor broker/administrator engaged by the Company (the "Plan Broker") and any third parties assisting in the implementation, administration and management of the Plan including, but not limited to, the Subsidiaries or Affiliates of the Company. These third-party recipients may be located in the Participant's country of residence (and country of Service, if different) or elsewhere, and the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant understands that the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Human Resources Department.

The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Participant may elect to deposit any Shares acquired. The Participant understands that Data only will be held as long as is necessary to implement, administer and manage the Participant's participation in the Plan.

The Participant understands that the Participant 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 the Company's Human Resources Department. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, the Participant's service status and career will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant the Participant purchase rights or administer or maintain such purchase rights. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the

Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact the Company's Human Resources Department.

Finally, upon request of the Company or the Employer, the Participant agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country of residence (and country of Service, if different), either now or in the future. The Participant understands and agrees that he or she will be unable to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.

12. Nature of the Benefit. The Participant understands and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be amended, modified, suspended or terminated by the Company at any time as provided in the Plan;
- (b) the grant of Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted repeatedly in the past;
- (c) all decisions with respect to future grants, if any, including, but not limited to, the times when the Restricted Stock Units shall be granted and the vesting period will be at the sole discretion of the Company;
- (d) the grant of Restricted Stock Units and the Participant's participation in the Plan shall not create a right to further employment with the Employer, shall not be interpreted as forming an employment or Service contract with the Company and shall not interfere with the ability of the Employer to terminate the Participant's employment relationship at any time (as otherwise may be permitted under local law);
- (e) the Participant's participation in the Plan is voluntary;
- (f) the Restricted Stock Units and any underlying Shares are not intended to replace any pension rights or compensation;
- (g) the grant of Restricted Stock Units and the underlying Shares are an extraordinary item of compensation outside the scope of the Participant's employment (and employment contract, if any) with the Employer and is not part of normal or expected compensation for any purpose, including, without limitation, 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) the grant of Restricted Stock Units will not be interpreted to form an employment contract with the Employer;
- (j) the Company and the Employer are not liable for any exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Shares or any amounts due pursuant to settlement or the subsequent sale of any Shares; and
- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units under the Plan resulting from termination of the Participant's employment by the Employer (for any reason and whether or not in breach of local labor laws and whether or not later found to be invalid).

13. **Country Addendum; Interpretation of Terms; General.** The term "Country Addendum" means any document prepared by the Company and which refers to this Agreement and contains additional Restricted Stock Unit terms to address matters pertaining to the Participant's then current country of residence (and country of Service, if different). If the Participant relocates to one of the countries included in the Country Addendum, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms as may be necessary or advisable to accommodate the Participant's transfer). The Country Addendum constitutes part of this Agreement. The Committee shall interpret the terms of the Restricted Stock Units, this Agreement, the Plan and any Country Addendum, and all determinations by the Committee shall be final and binding. The Company may, without the Participant's consent, assign all of their respective rights and obligations under the Restricted Stock Unit to their respective successors and assigns. Following an assignment to the successor of the Company, as applicable, all references herein to the Board of Directors and Committee shall be references to the board of directors and committee, as applicable, of the successor of the Company. This Agreement, the Plan and any Country Addendum contain the complete agreement between the Company and the Participant concerning the Restricted Stock Units, are governed by the laws of the State of Delaware (or the laws stated an applicable Country Addendum), and may be amended only in writing, signed by an authorized officer of the Company. The Participant will take all actions reasonably requested by the Company to enable the administration of the Restricted Stock Units and Plan and/or comply with the local laws and regulations of the Participant's then current country of residence. No waiver of any breach or condition of this Agreement, the Plan or a Country Addendum shall be deemed to be a waiver of any other or subsequent breach or condition whether of like or different nature.

14. **Compensation Recoupment Policy.** The Restricted Stock Units and any Shares issued thereunder shall be subject to any compensation recoupment policy of the Company that is applicable by its terms to the Participant and to awards of this type. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company.

15. **Additional Covenants.** To the extent enforceable by applicable law, and in consideration of the receipt of the Restricted Stock Units granted by this Agreement, the Participant by signing below covenants and agrees to the covenants set out in Exhibit A hereto.

16. **Miscellaneous Provisions**

- (a) **Rights of a Shareholder of the Company.** Prior to settlement of the Restricted Stock Units in Shares, neither the Participant nor the Participant's representative will have any rights as a shareholder of the Company with respect to any Shares underlying the Restricted Stock Units. To the extent the Company pays any regular cash dividends to its shareholders, dividend equivalent rights with respect to the Shares will be accumulated and will be satisfied in additional Restricted Stock Units that are subject to the same terms and conditions of the applicable Restricted Stock Units.
- (b) **Entire Agreement.** This Agreement and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter of this Agreement. This Agreement and the Plan supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter of this Agreement.

- (c) Official Language. The official language of this Agreement, the Plan and any Country Addendum is English. Documents or notices not originally written in English shall have no effect until they have been translated into English, and the English translation shall then be the prevailing form of such documents or notices. Any notices or other documents required to be delivered to Ceridian under this Agreement, shall be translated into English, at the Participant's expense, and provided promptly to the Company in English. The Company may also request an untranslated copy of such documents.
- (d) Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant, the Participant's executor, personal representative(s), distributees, administrator, permitted transferees, permitted assignees, beneficiaries, and legatee(s), as applicable, whether or not any such person will have become a party to this Agreement and have agreed in writing to be joined herein and be bound by the terms hereof.
- (e) Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then the remaining provisions will nevertheless be binding and enforceable.
- (f) Amendment. Except as otherwise provided in the Plan, this Agreement will not be amended unless the amendment is agreed to in writing by both the Participant and the Company.
- (g) Signature in Counterparts. This Agreement may be signed in counterparts, manually or electronically, each of which will be an original, with the same effect as if the signatures to each were upon the same instrument.
- (h) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to any Awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

- (i) **Acceptance.** The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions of the Plan and this Agreement, and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable term and provision of the Plan will govern and prevail.

Please read the Plan, the Agreement and the Country Addendum carefully as those documents contain important terms and conditions relating to the Restricted Stock Units. In order to receive the Restricted Stock Units, the Participant must acknowledge and accept the terms and conditions of the Plan and the Agreement electronically using the E*TRADE system. By electronically accepting the Restricted Stock Units in the E*TRADE system, the Participant is acknowledging that he / she has reviewed, understood and agrees to the terms of the Plan and the Agreement and the Participant's intent to electronically sign the Agreement. If the Participant does not accept the Restricted Stock Units electronically in the E*TRADE system within 120 days, the Company will cancel the Restricted Stock Units in its entirety, without any requirement to provide notice to the Participant, and it will cease to appear in the Participant's E*TRADE account or otherwise be outstanding. It is solely the Participant's responsibility to accept the Restricted Stock Units.

By clicking on the "Accept" button, the Participant confirms having read and understood the documents relating to this grant, including Section 10 of this Agreement entitled Data Privacy, which were provided to you in the English language. The Participant accepts the terms of those documents accordingly.

CERIDIAN HCM HOLDING INC.



By

Authorized Officer

The Participant has signed this Agreement upon electronically acknowledging acceptance with the intent to sign, in accordance with Section 15(h).

**CERIDIAN HCM HOLDING INC.
2018 Equity Incentive Plan
Restricted Stock Unit Award Agreement
COUNTRY ADDENDUM**

This Country Addendum to the Agreement includes additional terms and conditions that govern the Restricted Stock Units (“RSUs”) and the Participant’s participation in the Plan if the Participant resides and/or works outside of the United States. **The information contained in this Country Addendum is based on the securities, exchange control and other laws in effect in the respective countries as of February 2023.** If the Participant transfers to another country reflected in this Country Addendum, the additional terms and conditions for such country (if any) will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms as may be necessary or advisable to accommodate the Participant’s transfer). Capitalized terms not defined in this Country Addendum but defined in the Agreement or the Plan shall have the same meaning as in the Agreement or the Plan.

AUSTRALIA

1. **Australia Resident Employees.** This grant is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

If the Participant offers Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Participant should obtain legal advice on the Participant’s disclosure obligations prior to making any such offer.

2. **Award Conditioned on Satisfaction of Regulatory Obligations.** If the Participant is (a) a director of a Subsidiary incorporated in Australia, or (b) a person who is a management-level executive of a Subsidiary incorporated in Australia and who also is a director of a Subsidiary incorporated outside of Australia, the grant of the RSUs is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.

3. **Tax Information.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

CANADA

1. **Securities Law Information.** The Participant is permitted to sell Shares acquired through the Plan through the Plan Broker, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed.

2. **Termination Date.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, the effective date of the Participant’s termination of Service for purposes of the RSUs shall be the last day of any statutory notice of termination period required under applicable law but does not include any other period of notice or severance that was, or ought to have been given, in respect of the termination of the Employee’s employment.

If the Participant is a resident of Canada for purposes of the Income Tax Act (Canada), or is subject to taxation in Canada in respect of the Participant’s Restricted Stock Units, the following provisions apply:

3. **Settlement.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, prior to the date that is ten years after the applicable Grant Date (the “Expiry Date”), all or any number of vested RSUs held by such Participant may be converted by the Participant to Shares at the option of the Participant after each Vesting Date. This right may be exercised by delivering an electronically executed notice of conversion (a “Conversion Notice”) in such form, manner and timeframe required by Ceridian. The Conversion Notice shall state the number of vested RSUs such Participant wishes to convert into Shares. As soon as practical following receipt of the Conversion Notice, the Company shall issue and deliver to such Participant a number of Shares equal to the aggregate number of RSUs so exercised in settlement thereof. Any RSUs in respect of which the Participant has not provided a Conversion Notice prior to the Expiry Date will be forfeited and cancelled for no consideration.

4. **Settlement in Shares.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, no cash or other property (other than newly issued Shares) shall be issuable or deliverable by the Company upon vesting of the Participant’s RSUs hereunder. If the aggregate number of Shares issuable to such Participant upon vesting of the Participant’s RSUs hereunder would otherwise include a fraction of a Share, such number of Shares shall be rounded down to the nearest whole number of Shares.

If the Participant is a resident of Quebec, the following provision applies:

5. **French Language Documents.** A French translation of the Agreement, the Country Addendum, the Plan and certain other documents related to the RSUs will be made available to the Participant as soon as reasonably practicable following the Participant's written request. The Participant understands that, from time to time, additional information related to the RSUs may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such information into French as soon as reasonably practicable. Notwithstanding anything to the contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of this document and certain other documents related to the RSUs will govern the Participant's RSUs and the Participant's participation in the Plan.

[INSERT TRANSLATION]

6. **Data Privacy Consent.** The following provision supplements Section 11 of the Agreement:

The Participant hereby authorizes the Company and the Company's representatives to discuss and obtain all relevant information regarding the Participant's RSU and the Participant's participation in the Plan from all personnel, professional or non-professional, involved with the administration of the Plan. The Participant further authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators that are assisting the Company with the operation and administration of the Plan to disclose and discuss the Plan and the Participant's participation in the Plan with their advisors. The Participant further authorizes the Company and the Company's subsidiaries and affiliates to record information regarding the Participant's RSUs and the Participant's participation in the Plan and to keep such information in the Participant's file. The Participant acknowledges and agree that the Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the U.S. If applicable, the Participant also acknowledges and authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators, such as E*TRADE, that are assisting the Company with the operation and administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

[INSERT TRANSLATION]

CHINA

The following terms and conditions will apply to the extent that the Company, in its discretion, determines that the Participant's participation in the Plan will be subject to exchange control requirements in the People's Republic of China ("PRC"), as implemented by the PRC State Administration of Foreign Exchange ("SAFE"):

1. **RSUs Conditioned on Satisfaction of Regulatory Obligations.** Notwithstanding anything to the contrary in the Agreement or the Plan, no Shares will be issued to the Participant in settlement of the RSUs unless and until all necessary exchange control or other approvals with respect to the RSUs granted under the Plan have been obtained from the SAFE or its local counterpart ("SAFE Approval"). In the event that SAFE Approval has not been obtained prior to any date(s) on which the RSUs is scheduled to vest in accordance with the vesting schedule set forth in the Agreement, any Shares which are contemplated to be issued in settlement of such vested RSUs shall be held by the Company in escrow on behalf of the Participant until SAFE Approval is obtained.
2. **Shares Must Be Held with Plan Broker.** All Shares issued upon settlement of the RSUs will be deposited into a personal brokerage account established with the Company's Plan Broker on the Participant's behalf. The Participant understands that he or she may sell the Shares at any time after they are deposited in such account, however, the Participant may not transfer the Shares out of the brokerage account with the Plan Broker.
3. **Mandatory Sale of Shares Following Termination of Service.** The Participant shall be required to sell all Shares acquired upon vesting of the RSUs no later than six (6) months following the Participant's termination of Service with the Company and its Subsidiaries (or such other period as may be required by the SAFE). If any Shares remain unsold following the designated period following the Participant's termination of Service, the Participant hereby directs, instructs and authorizes the Company to issue sale instructions on the Participant's behalf to the Plan Broker to sell such Shares. The Participant agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Plan Broker) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Participant acknowledges that neither the Company nor the Plan Broker is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Participant in accordance with applicable exchange control laws and regulations.
4. **Exchange Control Restrictions.** The Participant understands and agrees that, pursuant to local exchange control requirements, the Participant will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. The Participant further understands that such repatriation of proceeds may be effected through a special bank account established by the Company or its Subsidiaries and Affiliates, and the Participant hereby consents and agrees that proceeds from the sale of Shares acquired under the Plan may be transferred to such account by the Company on the Participant's behalf prior to being delivered to the Participant and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to the Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to the Participant in U.S. dollars, the Participant understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to the Participant in local currency, the Participant acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Participant. The Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

5. **Administration.** The Company shall not be liable for any costs, fees, lost interest or dividends or other losses the Participant may incur or suffer resulting from the enforcement of the terms of this Country Addendum or otherwise from the Company's operation and enforcement of the Plan, the Agreement and the RSUs in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

GERMANY

No country-specific provisions.

IRELAND

No country-specific provisions.

INDIA

No country-specific provisions.

JAPAN

No country-specific provisions.

MALAYSIA

No country-specific provisions.

MAURITIUS

No country-specific provisions.

NEW ZEALAND

1. Securities Law Notice.

WARNING: This is an offer of RSUs which, upon vesting and settlement in accordance with the terms of the Plan and the Agreement, will be converted into Shares. Shares provide the Participant with a stake in the ownership of the Company. the Participant may receive a return on any Shares acquired under the Plan if dividends are paid.

If the Company runs into financial difficulties and is wound up, the Participant will be paid only after all creditors and holders of preference shares have been paid. The Participant may lose some or all of his / her 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 make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Participant may not be given all the information usually required. The Participant also will have fewer other legal protections for this investment. On this basis, the Participant should seek independent professional advice before acquiring any Shares under the Plan.

The Shares are quoted on the New York Stock Exchange under the symbol "CDAY". This means that if the Participant acquires Shares under the Plan, the Participant may be able to sell them on the New York Stock Exchange if there are interested buyers. The price will depend on the demand for the Shares.

A copy of the Company'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 the Company's business that may affect the value of the Shares, are included in the Company'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, as well as on the Company's Investor Relations website at <https://investors.ceridian.com/overview/default.aspx>.

PHILIPPINES

1. **Participation Subject to PSEC Exemption.** The Participant acknowledges and agrees that the Participant's participation in the Plan is subject to and contingent upon the Company's receipt of the required exemption from the requirements of securities registration from the Philippines Securities and Exchange Commission (the "PSEC"). Notwithstanding any provision of the Plan or the Agreement to the contrary, if the Company has not obtained, or does not maintain, the necessary securities approval/confirmation, the Participant will not vest in the RSUs and no Shares will be issued under the Plan.

2. **Securities Law Information.** The Participant will not be able to acquire Shares upon vesting and settlement of the Participant's RSU unless the vesting/issuance of Shares complies with all applicable laws and regulations as determined by the Company. The Company assumes no liability if the Participant's RSUs cannot be vested and will not provide the Participant with any benefits/compensation in lieu of the RSUs. If the Participant acquires Shares upon vesting and settlement of the RSUs, the Participant is permitted to dispose of or sell such Shares, provided the offer and resale of the Shares takes place outside of the Philippines through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange in the United States of America.

SINGAPORE

1. **Sale Restriction on Shares.** Shares received upon vesting of the RSUs are accepted as a personal investment. In the event that the RSUs vest and Shares are issued to the Participant (or the Participant's heirs) within six (6) months of the Grant Date, the Participant (or the Participant's heirs) expressly agrees that the Shares will not be offered to the public or otherwise disposed of prior to the six (6)-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("SFA") or pursuant to, and in accordance with the conditions of, any other applicable provision(s) of the SFA.

2. **Private Placement.** The grant of the RSUs is being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Participant should note that the RSUs are subject to section 257 of the SFA and the Participant will not be able to make any subsequent sale of the Shares in Singapore, or any offer of such subsequent sale of the Shares subject to the grant in Singapore, unless such sale or offer is made (i) after six (6) months from the Grant Date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

TAIWAN

No country-specific provisions.

THAILAND

No country-specific provisions.

UNITED KINGDOM

1. **Responsibility for Taxes.** The following provision supplements Section 4 of the Agreement:

The Participant agrees to be liable for any Tax-Related Items and hereby covenants to pay any such Tax-Related Items, as and when requested by Ceridian or the Employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified the Company 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 the Participant's behalf.

Notwithstanding the foregoing, if the Participant is a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision may not apply. In such case, the Participant understands that the Participant may not be able to indemnify the Company for the amount of any income tax not collected from or paid by the Participant and, therefore, any such income tax not so collected from or paid by the Participant within 90 days after the end of the U.K. tax year in which the event giving rise to the Tax-Related Items occurs may constitute a benefit to the Participant on which additional income tax and national insurance contributions may be payable. The Participant acknowledges that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in the Agreement. However, the Participant is primarily responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime.

EXHIBIT A

Restrictive Covenants

The Participant covenants and agrees that while employed by the Company or any Subsidiary and for one (1) year following termination of Participant's employment (whether initiated by Participant or the Company) (the "*Non-Compete Period*"), Participant shall not:

- a. directly or indirectly hire or solicit the employment or services of any then current employee of the Company or any Subsidiary (this restriction does not prevent (i) general solicitations to the public or (ii) providing employment references for people who are not seeking employment with Participant's then current third-party employer);
- b. directly or indirectly solicit any then current customer of the Company or any Subsidiary for the purpose of selling or providing that customer any products or services that directly compete with the products or services of the Company or any Subsidiary; and/or
- c. work as an employee or consultant for, or beneficially own more than 5% of the equity or voting securities of, any company or entity that directly competes with the Company's human capital management business.

During the Non-Compete Period, if Participant intends to seek any employment, consulting or ownership relationship that might violate these covenants, Participant shall provide the Company at least 30 days advance written notice of that intended change. The Company may in its reasonable and sole discretion determine whether or not that intended change would violate these covenants, and shall promptly notify Participant of that determination. In addition to the Company's other remedies available under applicable law, the Restricted Stock Units will expire and be forfeited if the Participant breaches the restrictions in these covenants.

CERIDIAN HCM HOLDING INC.
2018 Equity Incentive Plan
Restricted Stock Unit Award Agreement

Voidable if Not Electronically Signed
La version française de ce message suit la version anglaise

Employee Name/Nom de l'employé: %%FIRST_NAME%- %%%LAST_NAME%-%

Employee ID No./ Matricule: %%EMPLOYEE_IDENTIFIER%-%

Grant Date/ Date d'attribution: %%OPTION_DATE,'Month DD, YYYY'%- %

Number of Restricted Stock Units/Nombre d'unités d'actions temporairement inaccessibles: %%TOTAL_SHARES_GRANTED,'999,999,999'%- %

This Restricted Stock Unit Award Agreement (this "Agreement") is made by and between Ceridian HCM Holding Inc., a Delaware corporation (the "Company"), and the above-named participant (the "Participant"), effective as of the above-designated grant date (the "Grant Date").

RECITALS

WHEREAS, the Company has adopted the Ceridian HCM Holding Inc. 2018 Equity Incentive Plan (as the same may be amended from time to time, the "Plan"), which Plan is incorporated herein by reference and made a part of this Agreement, and capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to those terms in the Plan; and

WHEREAS, the Committee has authorized and approved the grant of an Award to the Participant that will provide the Participant the opportunity to acquire shares of Common Stock ("Shares") upon the settlement of stock units on the terms and conditions set forth in the Plan and this Agreement ("Restricted Stock Units").

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. **Grant of Restricted Stock Unit Award**. The Company hereby grants to the Participant the above-designated number of Restricted Stock Units, on the terms and conditions set forth in the Plan and this Agreement, subject to adjustment as set forth in the Plan.

2. Vesting and Forfeiture of Restricted Stock Units. Subject to the terms and conditions set forth in the Plan and this Agreement, the Restricted Stock Units shall vest as follows:

- (a) General. Except as otherwise provided in Sections 2(b) and 2(c), one hundred percent (100%) of the Restricted Stock Units shall vest on %%VEST DATE%-%, subject to the Participant's continued Service through the applicable vesting date.
- (b) Death. In the event of the Participant's termination of continuous Service due to death, all unvested Restricted Stock Units shall become vested as of the date of the Participant's death.
- (c) Retirement. In the event the Participant's termination of continuous Service due to Retirement, all unvested Restricted Stock Units shall become vested as of the date of the Participant's termination of continuous Service due to Retirement. For purposes of the foregoing, "Retirement" shall mean a Participant's voluntary or involuntary termination of continuous Service without Cause upon (i) the attainment of age 65; and (ii) the completion of 10 years of continuous Service with the Company or its Subsidiaries.
- (d) Involuntary Termination of Service. In the event of the Participant's involuntary termination of continuous Service without Cause and for reasons other than Death or Retirement, and to the extent the vesting period exceeds one (1) year, the Earned Percentage of Restricted Stock Units shall become vested as of the date of the Participant's involuntary termination of continuous Service without Cause. Further, the "Earned Percentage" shall mean a fraction, the numerator of which shall be the number of whole months the Participant remained in continuous Service during the Vesting Period and the denominator of which shall be the number of whole months in the Vesting Period.
- (e) Termination of Service. In the event of the Participant's termination of continuous Service for reasons other than as provided in Sections 2(b), 2(c) and 2(d), the Restricted Stock Units shall be forfeited as of the date of the Participant's termination of continuous Service. Without limiting the generality of the foregoing and for the sake of clarity, any Shares (and any resulting proceeds) previously acquired pursuant to the Restricted Stock Units will continue to be subject to Section 13.2 (Termination for Cause) and 13.3 (Right of Recapture) of the Plan.

3. Settlement. The Company shall deliver to the Participant within forty-five (45) days following the vesting date of the Restricted Stock Units a whole number of Shares equal to the aggregate number of Restricted Stock Units that vest as of such date. No fractional Shares shall be delivered; the Company shall pay cash in respect of any fractional Shares. The Company may deliver such Shares either through book entry accounts held by, or in the name of, the Participant or cause to be issued a certificate or certificates representing the number of Shares to be issued in respect of the Restricted Stock Units, registered in the name of the Participant. Notwithstanding the foregoing, the Restricted Stock Units may be settled in the form of: (a) cash, to the extent settlement in Shares (i) is prohibited under applicable laws, (ii) would require the Participant, the Company or the Subsidiary that the Participant provides Service to (the "Employer") to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (and country of Service, if different), or (iii) is administratively burdensome; or (b) Shares, but the Company may require the Participant to immediately sell such Shares if necessary to comply with applicable laws (in which case, the Participant hereby expressly authorizes the Company to issue sales instructions in relation to such Shares on the Participant's behalf).

4. Responsibility for Taxes.

- (a) Regardless of any action the Company or the Employer takes with respect to any or all income tax, social insurance, payroll tax, fringe benefit, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant or deemed by the Company or the Employer to be an appropriate charge to the Participant even if technically due by the Company or the Employer (the "Tax-Related Items"), the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. The Participant further acknowledges and agrees that the Company and/or the Employer:
 - (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Participant's participation in the Plan, including, but not limited to, the grant of Restricted Stock Units, the vesting of Restricted Stock Units, the subsequent sale of Shares purchased under the Plan and the receipt of any dividends;
 - (ii) do not commit to and are under no obligation to structure the terms of the Restricted Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result; and
 - (iii) if the Participant has become subject to tax in more than one jurisdiction between the date the Restricted Stock Units are granted and the date of any relevant taxable or tax withholding event, the Participant acknowledges that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

- (b) Prior to the relevant taxable or taxable withholding event, as applicable, the Participant expressly agrees that, except as otherwise prohibited under applicable law, all Tax-Related Items required to be withheld with respect to the Restricted Stock Units shall be satisfied pursuant to a mandatory "sell-to-cover" method whereby a sufficient number of whole Shares otherwise issuable to the Participant upon vesting of the Restricted Stock Units shall be sold by the Plan Broker (as defined below) to satisfy the amount of the required Tax-Related Items required to be withheld (the "STC Tax Withholding Method"). For purposes of the foregoing, (i) the Participant shall be deemed to have been issued the full number of Shares otherwise issuable on the applicable vesting date, notwithstanding that a number of whole Shares has been sold by the Plan Broker to satisfy the Tax-Related Items required to be withheld, (ii) the Company or the Employer may determine the amount of Tax-Related Items by considering applicable statutory withholding rates (as determined by the Company or the Employer in good faith and in its sole discretion) or other applicable withholding rates, including maximum withholding rates, (iii) the Participant shall have no discretion or authority with respect to sales made by the Plan Broker to satisfy the Tax-Related Items. To the extent the STC Tax Withholding Method is prohibited under applicable law, the Participant shall be required make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items required to be withheld, and (iv) except in the event of the Participant's death or disability, the STC Tax Withholding Method will be unavailable to satisfy any Tax-Related Items (a) to the extent the Participant is subject to Section 16 of the Exchange Act, until the later of (i) 90 days following the date of this Agreement and (ii) two business days following the filing of the Company's Form 10-K or Form 10-Q for the fiscal quarter in which this Agreement is electronically accepted, or (b) for all other Participants, 30 days following the date of this Agreement. For the sake of clarity, the Company expressly intends for the STC Tax Withholding Method to fully comply with Rule 16b-3 of the Securities Exchange Act of 1934 (the "Exchange Act") to the extent the Participant is subject to Section 16 of the Exchange Act.
- (c) Finally, the Participant agrees to pay to the Company or the Employer any number of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company or the Employer may refuse to honor the vesting of the Restricted Stock Units, or refuse to deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.
5. **Change of Control.** Notwithstanding anything in this Agreement to the contrary, upon a Change of Control where the Restricted Stock Units are assumed, continued or substituted by the acquiring/surviving corporation, in the event of the Participant's involuntary termination of continuous Service without Cause within 12 months of the effective date of the Change of Control, all unvested Restricted Stock Units shall become vested as of the date of the Participant's involuntary termination of continuous Service without Cause. In the event of a Change of Control in which the Restricted Stock Units are not assumed, continued, or substituted by the acquiring/surviving corporation, all unvested Restricted Stock Units shall immediately vest in full as of the effective date of such Change of Control and the vested Restricted Stock Units shall be settled in accordance with Section 3 of this Agreement.
6. **Compliance with Laws.** If the Participant is resident or providing Service outside of the United States, as a condition of participation, the Participant agrees to repatriate all payments attributable to the Shares or cash acquired under the Plan (including, but not limited to, dividends and any proceeds derived from the sale of Shares acquired under the Plan) in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of Service, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Employer, as may be required to allow the Company and the Employer to comply with local laws, rules and regulations in the Participant's country of residence (and country of Service, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in his or her country of residence (and country of Service, if different).
7. **Private Placement.** If the Participant is resident or providing Service outside of the United States, the Restricted Stock Units are not intended to be a public offering of securities in the Participant's country of residence (or country of Service, if different). The Company has not submitted a registration statement, prospectus or other filing with the local securities authorities (unless otherwise required under local law), and the Restricted Stock Units are not subject to the supervision of local securities authorities.
8. **No Advice Regarding Participation.** No employee of the Company or its Subsidiaries is permitted to advise the Participant regarding his or her participation in the Plan. The Participant should consult with his or her own qualified personal tax, legal and financial advisors before taking any action related to the Plan.

9. **Insider Trading and Market Abuse Laws:** By participating in the Plan, the Participant agrees to comply with the Company's policy on insider trading (to the extent that it is applicable to the Participant). The Participant acknowledges that, depending on the Participant or the Participant's broker's country of residence or where the Shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws that may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares or rights linked to the value of Shares during such times the Participant is considered to have material non-public information, or "inside information" regarding the Company as defined in the laws or regulations in the Participant's country of residence (and country of Service, if different). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before he or she possessed inside information. By electronically accepting this Agreement, the Participant represents that, as of the Grant Date, the Participant is unaware of any material inside information regarding the Company. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis), and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company insider trading policy. The Participant acknowledges that it is the Participant's responsibility to comply with any restrictions and the Participant should speak to his or her personal advisor on this matter.

10. **Imposition of Other Requirements:** The Company reserves the right to impose other requirements on the Restricted Stock Units, any Shares acquired pursuant to the Restricted Stock Units and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable for legal or administrative reasons. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

11. **Data Privacy:** The Participant hereby explicitly and unambiguously consents to the collection, use, processing and transfer, in electronic or other form, of the Participant's personal data as described in this document by and among, as applicable, the Company and its Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing his or her participation in the Plan.

The Participant understands that the Company and the Employer hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, family size, marital status, sex, beneficiary information, emergency contacts, passport/visa information, age, language skills, driver's license information, nationality, C.V. (or resume), wage history, employment references, social insurance number, resident registration number or other identification number, salary, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax-related information, plan or benefit enrollment forms and elections, award or benefit statements, any Shares or directorships in the Company, details of all awards or any other entitlements to Shares awarded, canceled, purchased, vested, unvested or outstanding for purpose of managing and administering the Plan ("Data").

The Participant understands that Data may be transferred to E*TRADE or any successor broker/administrator engaged by the Company (the "Plan Broker") and any third parties assisting in the implementation, administration and management of the Plan including, but not limited to, the Subsidiaries or Affiliates of the Company. These third-party recipients may be located in the Participant's country of residence (and country of Service, if different) or elsewhere, and the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant understands that the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's Human Resources Department.

The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Participant may elect to deposit any Shares acquired. The Participant understands that Data only will be held as long as is necessary to implement, administer and manage the Participant's participation in the Plan.

The Participant understands that the Participant 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 the Company's Human Resources Department. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, the Participant's service status and career will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant the Participant purchase rights or administer or maintain such purchase rights. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the

Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact the Company's Human Resources Department.

Finally, upon request of the Company or the Employer, the Participant agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country of residence (and country of Service, if different), either now or in the future. The Participant understands and agrees that he or she will be unable to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.

12. Nature of the Benefit. The Participant understands and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be amended, modified, suspended or terminated by the Company at any time as provided in the Plan;
- (b) the grant of Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted repeatedly in the past;
- (c) all decisions with respect to future grants, if any, including, but not limited to, the times when the Restricted Stock Units shall be granted and the vesting period will be at the sole discretion of the Company;
- (d) the grant of Restricted Stock Units and the Participant's participation in the Plan shall not create a right to further employment with the Employer, shall not be interpreted as forming an employment or Service contract with the Company and shall not interfere with the ability of the Employer to terminate the Participant's employment relationship at any time (as otherwise may be permitted under local law);
- (e) the Participant's participation in the Plan is voluntary;
- (f) the Restricted Stock Units and any underlying Shares are not intended to replace any pension rights or compensation;
- (g) the grant of Restricted Stock Units and the underlying Shares are an extraordinary item of compensation outside the scope of the Participant's employment (and employment contract, if any) with the Employer and is not part of normal or expected compensation for any purpose, including, without limitation, 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) the grant of Restricted Stock Units will not be interpreted to form an employment contract with the Employer;
 - (j) the Company and the Employer are not liable for any exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Shares or any amounts due pursuant to settlement or the subsequent sale of any Shares; and
 - (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units under the Plan resulting from termination of the Participant's employment by the Employer (for any reason and whether or not in breach of local labor laws and whether or not later found to be invalid).
13. **Country Addendum; Interpretation of Terms; General.** The term "Country Addendum" means any document prepared by the Company and which refers to this Agreement and contains additional Restricted Stock Unit terms to address matters pertaining to the Participant's then current country of residence (and country of Service, if different). If the Participant relocates to one of the countries included in the Country Addendum, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms as may be necessary or advisable to accommodate the Participant's transfer). The Country Addendum constitutes part of this Agreement. The Committee shall interpret the terms of the Restricted Stock Units, this Agreement, the Plan and any Country Addendum, and all determinations by the Committee shall be final and binding. The Company may, without the Participant's consent, assign all of their respective rights and obligations under the Restricted Stock Unit to their respective successors and assigns. Following an assignment to the successor of the Company, as applicable, all references herein to the Board of Directors and Committee shall be references to the board of directors and committee, as applicable, of the successor of the Company. This Agreement, the Plan and any Country Addendum contain the complete agreement between the Company and the Participant concerning the Restricted Stock Units, are governed by the laws of the State of Delaware (or the laws stated an applicable Country Addendum), and may be amended only in writing, signed by an authorized officer of the Company. The Participant will take all actions reasonably requested by the Company to enable the administration of the Restricted Stock Units and Plan and/or comply with the local laws and regulations of the Participant's then current country of residence. No waiver of any breach or condition of this Agreement, the Plan or a Country Addendum shall be deemed to be a waiver of any other or subsequent breach or condition whether of like or different nature.
14. **Compensation Recoupment Policy.** The Restricted Stock Units and any Shares issued thereunder shall be subject to any compensation recoupment policy of the Company that is applicable by its terms to the Participant and to awards of this type. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company.
15. **Additional Covenants.** To the extent enforceable by applicable law, and in consideration of the receipt of the Restricted Stock Units granted by this Agreement, the Participant by signing below covenants and agrees to the covenants set out in Exhibit A hereto.
16. **Miscellaneous Provisions**
- (a) **Rights of a Shareholder of the Company.** Prior to settlement of the Restricted Stock Units in Shares, neither the Participant nor the Participant's representative will have any rights as a shareholder of the Company with respect to any Shares underlying the Restricted Stock Units. To the extent the Company pays any regular cash dividends to its shareholders, dividend equivalent rights with respect to the Shares will be accumulated and will be satisfied in additional Restricted Stock Units that are subject to the same terms and conditions of the applicable Restricted Stock Units.
 - (b) **Entire Agreement.** This Agreement and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter of this Agreement. This Agreement and the Plan supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter of this Agreement.

- (c) Official Language. The official language of this Agreement, the Plan and any Country Addendum is English. Documents or notices not originally written in English shall have no effect until they have been translated into English, and the English translation shall then be the prevailing form of such documents or notices. Any notices or other documents required to be delivered to Ceridian under this Agreement, shall be translated into English, at the Participant's expense, and provided promptly to the Company in English. The Company may also request an untranslated copy of such documents.
- (d) Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant, the Participant's executor, personal representative(s), distributees, administrator, permitted transferees, permitted assignees, beneficiaries, and legatee(s), as applicable, whether or not any such person will have become a party to this Agreement and have agreed in writing to be joined herein and be bound by the terms hereof.
- (e) Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then the remaining provisions will nevertheless be binding and enforceable.
- (f) Amendment. Except as otherwise provided in the Plan, this Agreement will not be amended unless the amendment is agreed to in writing by both the Participant and the Company.
- (g) Signature in Counterparts. This Agreement may be signed in counterparts, manually or electronically, each of which will be an original, with the same effect as if the signatures to each were upon the same instrument.
- (h) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to any Awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.
- (i) Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions of the Plan and this Agreement, and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable term and provision of the Plan will govern and prevail.

Please read the Plan, the Agreement and the Country Addendum carefully as those documents contain important terms and conditions relating to the Restricted Stock Units. In order to receive the Restricted Stock Units, the Participant must acknowledge and accept the terms and conditions of the Plan and the Agreement electronically using the E*TRADE system. By electronically accepting the Restricted Stock Units in the E*TRADE system, the Participant is acknowledging that he / she has reviewed, understood and agrees to the terms of the Plan and the Agreement and the Participant's intent to electronically sign the Agreement. *If the Participant does not accept the Restricted Stock Units electronically in the E*TRADE system within a 120 days, the Company will cancel the Restricted Stock Units in its entirety, without any requirement to provide notice to the Participant, and it will cease to appear in the Participant's E*TRADE account or otherwise be outstanding. It is solely the Participant's responsibility to accept the Restricted Stock Units.*

By clicking on the "Accept" button, the Participant confirms having read and understood the documents relating to this grant, including Section 11 of this Agreement entitled Data Privacy, which were provided to you in the English language. The Participant accepts the terms of those documents accordingly.

CERIDIAN HCM HOLDING INC.



By

Authorized Officer

The Participant has signed this Agreement upon electronically acknowledging acceptance with the intent to sign, in accordance with Section 16(h).

CERIDIAN HCM HOLDING INC.

2018 Equity Incentive Plan
Restricted Stock Unit Award Agreement
COUNTRY ADDENDUM

This Country Addendum to the Agreement includes additional terms and conditions that govern the Restricted Stock Units ("RSUs") and the Participant's participation in the Plan if the Participant resides and/or works outside of the United States. **The information contained in this Country Addendum is based on the securities, exchange control and other laws in effect in the respective countries as of February 2023.** If the Participant transfers to another country reflected in this Country Addendum, the additional terms and conditions for such country (if any) will apply to the Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms as may be necessary or advisable to accommodate the Participant's transfer). Capitalized terms not defined in this Country Addendum but defined in the Agreement or the Plan shall have the same meaning as in the Agreement or the Plan.

AUSTRALIA

1. **Australia Resident Employees.** This grant is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

If the Participant offers Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Participant should obtain legal advice on the Participant's disclosure obligations prior to making any such offer.

2. **Award Conditioned on Satisfaction of Regulatory Obligations.** If the Participant is (a) a director of a Subsidiary incorporated in Australia, or (b) a person who is a management-level executive of a Subsidiary incorporated in Australia and who also is a director of a Subsidiary incorporated outside of Australia, the grant of the RSUs is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.

3. **Tax Information.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

CANADA

1. **Securities Law Information.** The Participant is permitted to sell Shares acquired through the Plan through the Plan Broker, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed.

2. **Termination Date.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, the effective date of the Participant's termination of Service for purposes of the Restricted Stock Units shall be the last day of any statutory notice of termination period required under applicable law but does not include any other period of notice or severance that was, or ought to have been given, in respect of the termination of the Employee's employment.

3. **Settlement in Shares.** Notwithstanding any provisions in the Agreement or the Plan to the contrary, no cash or other property (other than newly issued Shares) shall be issuable or deliverable by the Company upon the settlement of such Participant's RSUs hereunder. If the aggregate number of Shares issuable to such Participant upon the vesting of the Participant's RSUs hereunder would otherwise include a fraction of a Share, such number of Shares shall be rounded down to the nearest whole number of Shares.

If the Participant is a resident of Quebec, the following provision applies:

4. **French Language Documents.** A French translation of the Agreement, the Country Addendum, the Plan and certain other documents related to the RSUs will be made available to the Participant as soon as reasonably practicable following the Participant's written request. The Participant understands that, from time to time, additional information related to the RSUs may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such information into French as soon as reasonably practicable. Notwithstanding anything to the contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of this document and certain other documents related to the RSUs will govern the Participant's RSUs and the Participant's participation in the Plan.

[INSERT TRANSLATION]

5. **Data Privacy Consent.** The following provision supplements Section 11 of the Agreement:

The Participant hereby authorizes the Company and the Company's representatives to discuss and obtain all relevant information regarding the Participant's RSU and the Participant's participation in the Plan from all personnel, professional or non-professional, involved with the administration of the Plan. The Participant further authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators that are assisting the Company with the operation and administration of the Plan to disclose and discuss the Plan and the Participant's participation in the Plan with their advisors. The Participant further authorizes the Company and the Company's subsidiaries and affiliates to record information regarding the Participant's RSUs and the Participant's participation in the Plan and to keep such information in the Participant's file. The Participant acknowledges and agree that the Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the U.S. If applicable, the Participant also acknowledges and authorizes the Company, the Company's subsidiaries and affiliates, the administrator of the Plan and any third party brokers/administrators, such as E*TRADE, that are assisting the Company with the operation and administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

[INSERT TRANSLATION]

CHINA

The following terms and conditions will apply to the extent that the Company, in its discretion, determines that the Participant's participation in the Plan will be subject to exchange control requirements in the People's Republic of China ("PRC"), as implemented by the PRC State Administration of Foreign Exchange ("SAFE"):

1. **RSUs Conditioned on Satisfaction of Regulatory Obligations.** Notwithstanding anything to the contrary in the Agreement or the Plan, no Shares will be issued to the Participant in settlement of the RSUs unless and until all necessary exchange control or other approvals with respect to the RSUs granted under the Plan have been obtained from the SAFE or its local counterpart ("SAFE Approval"). In the event that SAFE Approval has not been obtained prior to any date(s) on which the RSUs is scheduled to vest in accordance with the vesting schedule set forth in the Agreement, any Shares which are contemplated to be issued in settlement of such vested RSUs shall be held by the Company in escrow on behalf of the Participant until SAFE Approval is obtained.
2. **Shares Must Be Held with Plan Broker.** All Shares issued upon settlement of the RSUs will be deposited into a personal brokerage account established with the Company's Plan Broker on the Participant's behalf. The Participant understands that he or she may sell the Shares at any time after they are deposited in such account, however, the Participant may not transfer the Shares out of the brokerage account with the Plan Broker.
3. **Mandatory Sale of Shares Following Termination of Service.** The Participant shall be required to sell all Shares acquired upon vesting of the RSUs no later than six (6) months following the Participant's termination of Service with the Company and its Subsidiaries (or such other period as may be required by the SAFE). If any Shares remain unsold following the designated period following the Participant's termination of Service, the Participant hereby directs, instructs and authorizes the Company to issue sale instructions on the Participant's behalf to the Plan Broker to sell such Shares. The Participant agrees to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Plan Broker) to effectuate the sale of the Shares (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. The Participant acknowledges that neither the Company nor the Plan Broker is under any obligation to arrange for such sale of Shares at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the Shares are sold, the sale proceeds, less any tax withholding, any broker's fees or commissions, and any similar expenses of the sale will be remitted to the Participant in accordance with applicable exchange control laws and regulations.
4. **Exchange Control Restrictions.** The Participant understands and agrees that, pursuant to local exchange control requirements, the Participant will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. The Participant further understands that such repatriation of proceeds may be effected through a special bank account established by the Company or its Subsidiaries and Affiliates, and the Participant hereby consents and agrees that proceeds from the sale of Shares acquired under the Plan may be transferred to such account by the Company on the Participant's behalf prior to being delivered to the Participant and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to the Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to the Participant in U.S. dollars, the Participant understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to the Participant in local currency, the Participant acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Participant agrees to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Participant. The Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.
5. **Administration.** The Company shall not be liable for any costs, fees, lost interest or dividends or other losses the Participant may incur or suffer resulting from the enforcement of the terms of this Country Addendum or otherwise from the Company's operation and enforcement of the Plan, the Agreement and the RSUs in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

GERMANY

No country-specific provisions.

IRELAND

No country-specific provisions.

INDIA

No country-specific provisions.

JAPAN

No country-specific provisions.

MALAYSIA

No country-specific provisions.

MAURITIUS

No country-specific provisions.

NEW ZEALAND

1. Securities Law Notice.

WARNING: This is an offer of RSUs which, upon vesting and settlement in accordance with the terms of the Plan and the Agreement, will be converted into Shares. Shares provide the Participant with a stake in the ownership of the Company. The Participant may receive a return on any Shares acquired under the Plan if dividends are paid.

If the Company runs into financial difficulties and is wound up, the Participant will be paid only after all creditors and holders of preference shares have been paid. The Participant may lose some or all of his / her 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 make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Participant may not be given all the information usually required. The Participant also will have fewer other legal protections for this investment. On this basis, the Participant should seek independent professional advice before acquiring any Shares under the Plan.

The Shares are quoted on the New York Stock Exchange under the symbol "CDAY". This means that if the Participant acquires Shares under the Plan, the Participant may be able to sell them on the New York Stock Exchange if there are interested buyers. The price will depend on the demand for the Shares.

A copy of the Company'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 the Company's business that may affect the value of the Shares, are included in the Company'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, as well as on the Company's Investor Relations website at <https://investors.ceridian.com/overview/default.aspx>.

PHILIPPINES

1. **Participation Subject to PSEC Exemption.** The Participant acknowledges and agrees that the Participant's participation in the Plan is subject to and contingent upon the Company's receipt of the required exemption from the requirements of securities registration from the Philippines Securities and Exchange Commission (the "PSEC"). Notwithstanding any provision of the Plan or the Agreement to the contrary, if the Company has not obtained, or does not maintain, the necessary securities approval/confirmation, the Participant will not vest in the RSUs and no Shares will be issued under the Plan.

2. **Securities Law Information.** The Participant will not be able to acquire Shares upon vesting and settlement of the Participant's RSU unless the vesting/issuance of Shares complies with all applicable laws and regulations as determined by the Company. The Company assumes no liability if the Participant's RSUs cannot be vested and will not provide the Participant with any benefits/compensation in lieu of the RSUs. If the Participant acquires Shares upon vesting and settlement of the RSUs, the Participant is permitted to dispose of or sell such Shares, provided the offer and resale of the Shares takes place outside of the Philippines through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the New York Stock Exchange in the United States of America.

SINGAPORE

1. **Sale Restriction on Shares.** Shares received upon vesting of the RSUs are accepted as a personal investment. In the event that the RSUs vest and Shares are issued to the Participant (or the Participant's heirs) within six (6) months of the Grant Date, the Participant (or the Participant's heirs) expressly agrees that the Shares will not be offered to the public or otherwise disposed of prior to the six (6)-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("SFA") or pursuant to, and in accordance with the conditions of, any other applicable provision(s) of the SFA.

2. **Private Placement.** The grant of the RSUs is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore and is not regulated by any financial supervisory authority pursuant to any legislation in Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Participant should note that the RSUs are subject to section 257 of the SFA and the Participant will not be able to make any subsequent sale of the Shares in Singapore, or any offer of such subsequent sale of the Shares subject to the grant in Singapore, unless such sale or offer is made (i) after six (6) months from the Grant Date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

TAIWAN

No country-specific provisions.

THAILAND

No country-specific provisions.

UNITED KINGDOM

1. **Responsibility for Taxes.** The following provision supplements Section 4 of the Agreement:

The Participant agrees to be liable for any Tax-Related Items and hereby covenants to pay any such Tax-Related Items, as and when requested by Ceridian or the Employer or by Her Majesty’s Revenue & Customs (“HMRC”) (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified the Company 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 the Participant’s behalf.

Notwithstanding the foregoing, if the Participant is a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision may not apply. In such case, the Participant understands that the Participant may not be able to indemnify the Company for the amount of any income tax not collected from or paid by the Participant and, therefore, any such income tax not so collected from or paid by the Participant within 90 days after the end of the U.K. tax year in which the event giving rise to the Tax-Related Items occurs may constitute a benefit to the Participant on which additional income tax and national insurance contributions may be payable. The Participant acknowledges that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in the Agreement. However, the Participant is primarily responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime.

EXHIBIT A

Restrictive Covenants

The Participant covenants and agrees that while employed by the Company or any Subsidiary and for one (1) year following termination of Participant's employment (whether initiated by Participant or the Company) (the "*Non-Compete Period*"), Participant shall not:

- a. directly or indirectly hire or solicit the employment or services of any then current employee of the Company or any Subsidiary (this restriction does not prevent (i) general solicitations to the public or (ii) providing employment references for people who are not seeking employment with Participant's then current third-party employer);
- b. directly or indirectly solicit any then current customer of the Company or any Subsidiary for the purpose of selling or providing that customer any products or services that directly compete with the products or services of the Company or any Subsidiary; and/or
- c. work as an employee or consultant for, or beneficially own more than 5% of the equity or voting securities of, any company or entity that directly competes with the Company's human capital management business.

During the Non-Compete Period, if Participant intends to seek any employment, consulting or ownership relationship that might violate these covenants, Participant shall provide the Company at least 30 days advance written notice of that intended change. The Company may in its reasonable and sole discretion determine whether or not that intended change would violate these covenants, and shall promptly notify Participant of that determination. In addition to the Company's other remedies available under applicable law, the Restricted Stock Units will expire and be forfeited if the Participant breaches the restrictions in these covenants.