

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): February 4, 2026 (February 3, 2026)



Dayforce, 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 Old Shakopee Road,
Minneapolis, MN
(Address of Principal Executive Offices)

55425
(Zip Code)

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

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	DAY	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. ☐

Introductory Note

On February 4, 2026, Dayforce Bidco, LLC (f/k/a Dawn Bidco, LLC), a Delaware limited liability company (“Parent”), completed its previously announced acquisition of Dayforce, Inc., a Delaware corporation (the “Company”), pursuant to the Agreement and Plan of Merger, dated as of August 20, 2025 (the “Merger Agreement”), by and among the Company, Parent and Dawn Acquisition Merger Sub, Inc., a Delaware corporation and a direct wholly owned subsidiary of Parent (“Merger Sub”). Parent and Merger Sub are affiliates of Thoma Bravo Fund XIV, L.P., Thoma Bravo Fund XIV-A, L.P., Thoma Bravo Executive Fund XIV, L.P., Thoma Bravo Executive Fund XIV-a, L.P., Thoma Bravo Fund XV, L.P., Thoma Bravo Fund XV-A, L.P., Thoma Bravo Executive Fund XV, L.P., Thoma Bravo Fund XVI, L.P., Thoma Bravo Fund XVI-A, L.P., Thoma Bravo Fund XVI-B, SCSP, Thoma Bravo Executive Fund XVI, L.P., Thoma Bravo Employee Fund, L.P. and Thoma Bravo Employee Fund II, L.P. (each, a “Thoma Bravo Fund” and together, the “Thoma Bravo Funds”), and Parent, Merger Sub, and the Thoma Bravo Funds are each affiliated with Thoma Bravo, L.P. (“Thoma Bravo”). On February 4, 2026, pursuant to the Merger Agreement, and upon the terms and subject to the conditions set forth therein, Merger Sub merged with and into the Company (the “Merger”), with the Company surviving the Merger as a wholly owned subsidiary of Parent.

Item 1.01 Entry into a Material Definitive Agreement.

The information set forth in the Introductory Note of this Current Report on Form 8-K is incorporated by reference into this Item 1.01.

Indenture

On February 4, 2026, the Company and Computershare Trust Company, N.A. (as successor to Wells Fargo Bank, National Association), as trustee (the “Trustee”), entered into the First Supplemental Indenture, dated as of February 4, 2026 (the “Convertible Notes Supplemental Indenture”) to the Indenture, dated as of March 5, 2021, by and between the Company and the Trustee (the “Convertible Notes Original Indenture” and, together with the Convertible Notes Supplemental Indenture, the “Convertible Notes Indenture”), relating to the Company’s 0.25% Convertible Senior Notes due 2026 (the “Convertible Notes”).

As a result of the Merger, and pursuant to the Convertible Notes Supplemental Indenture, the Convertible Notes are no longer convertible into shares of common stock, par value \$0.01 per share, of the Company (“Company Common Stock”). Instead, subject to the terms and conditions of the Convertible Notes Indenture, the Convertible Notes are convertible into an amount of cash based on the per share merger consideration payable pursuant to the Merger Agreement.

The foregoing description of the Convertible Notes Indenture and the transactions contemplated thereby is subject to and qualified in its entirety by reference to the full text of the Convertible Notes Indenture. A copy of the Convertible Notes Original Indenture was filed as Exhibit 4.3 to the Annual Report on Form 10-K filed by the Company with the Securities and Exchange Commission (the “SEC”) on February 28, 2025. A copy of the Convertible Notes Supplemental Indenture is filed hereto as Exhibit 4.1. The Convertible Notes Original Indenture and the Convertible Notes Supplemental Indenture are incorporated by reference into this Item 1.01.

Unwind Agreements

As previously disclosed, in connection with issuing the Convertible Notes, the Company entered into privately negotiated capped call transactions (the “Capped Call Transactions”) with certain financial institutions (the “Capped Call Counterparties”). On February 4, 2026, the Company entered into unwind agreements with each Capped Call Counterparty pursuant to which, in the aggregate, all Capped Call Transactions were terminated in exchange for a nominal payment in favor of the Company.

Item 1.02 Termination of a Material Definitive Agreement.

The information set forth in the Introductory Note of this Current Report on Form 8-K is incorporated by reference into this Item 1.02.

Concurrently with the closing of the Merger, the Company terminated all commitments outstanding under, and repaid all outstanding loans and other amounts due under, the Credit Agreement, dated as of February 29, 2024 (as amended by that certain First Amendment to Credit Agreement, dated as of February 14, 2025, the “Credit Agreement”), by and among the Company, the lenders and other parties from time to time party thereto, and JPMorgan Chase Bank, N.A., as collateral agent and administrative agent (the “Agent”).

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth in the Introductory Note, Item 3.01, Item 5.01, Item 5.02, Item 5.03 and Item 8.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

Subject to the terms and conditions of the Merger Agreement, at the effective time of the Merger (the “Effective Time”), and as a result of the Merger:

- each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (subject to certain exceptions set forth in the Merger Agreement) was automatically converted into the right to receive \$70.00 in cash, without interest (the “Merger Consideration”);
- each vested Company stock option issued and outstanding immediately prior to the Effective Time with an exercise price less than the Merger Consideration was converted into the right to receive a cash payment based on the Merger Consideration and the applicable exercise price;
- each vested Company restricted stock unit (“RSU”) and vested Company performance-based restricted stock unit (“PSU”) issued and outstanding immediately prior to the Effective Time was converted into the right to receive a cash payment based on the Merger Consideration;
- each unvested Company RSU and unvested Company PSU issued and outstanding immediately prior to the Effective Time was converted into an award representing the right to receive a cash payment based on the Merger Consideration, subject to the same terms and conditions (including vesting) that applied to such awards immediately prior to the Effective Time (except that any performance conditions were deemed achieved at 100% of target performance levels, and subject to certain other specified exceptions that applied, among other things, to holders of such unvested awards that were residents of Canada and certain other non-U.S. jurisdictions);
- each unvested Company stock option issued and outstanding immediately prior to the Effective Time, and each Company stock option issued and outstanding immediately prior to the Effective Time with an exercise price equal to or greater than the Merger Consideration, was cancelled without consideration; and
- (i) each share of Company Common Stock that was held by the Company as treasury stock or owned by Parent or Merger Sub immediately prior to the Effective Time was canceled and ceased to exist and no consideration was delivered in exchange therefor, and (ii) each share of Company Common Stock that was owned by any direct or indirect wholly owned subsidiary of the Company immediately prior to the Effective Time, was, at the election of Parent, either converted into shares of common stock of the surviving corporation in the Merger or canceled.

The foregoing description of the Merger Agreement and the transactions contemplated thereby, including the Merger, does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement, a copy of which was attached as Exhibit 2.1 to the Company’s Current Report on Form 8-K filed with the SEC on August 21, 2025, the terms of which are incorporated by reference into this Item 2.01.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

The information set forth in the Introductory Note and Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.01.

On February 4, 2026, in connection with the consummation of the Merger, the Company notified The New York Stock Exchange (“NYSE”) that the Merger had been consummated and requested that the listing of the shares of Company Common Stock on NYSE be withdrawn on that day. In addition, the Company requested that NYSE file with the SEC a Notification of Removal from Listing and/or Registration on Form 25 to report the delisting of its shares from NYSE and to deregister its shares under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Upon effectiveness of the Form 25, the Company intends to file with the SEC a Certification and Notice of Termination on Form 15 requesting the termination of registration of the Company Common Stock under Section 12(g) of the Exchange Act and the suspension of reporting obligations under Section 13 and Section 15(d) of the Exchange Act. Also on February 4, 2026, in accordance with the Toronto Stock Exchange’s (“TSX”) conditional approval of the delisting of the shares of Company Common Stock from the TSX, the Company has provided the TSX with notice of the consummation of the Merger and all documentation requested by the TSX in connection therewith. It is anticipated that the Company Common Shares will be delisted from the TSX within one to two trading days after such date. The Company intends to file an application to cease to be a reporting issuer in each applicable jurisdiction in Canada promptly following the closing of the Merger.

Item 3.02 Unregistered Sales of Equity Securities.

On February 3, 2026, the Company issued 1,950,866 shares of Company Common Stock to holders of the outstanding exchangeable shares of Ceridian AcquisitionCo ULC not held by the Company or its subsidiaries, in exchange for all of the outstanding exchangeable shares of Ceridian AcquisitionCo ULC not held by the Company or its subsidiaries on a 1-1 basis.

The offers and sales of these shares of Company Common Stock were exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), pursuant to Section 4(a)(2) thereof.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in the Introductory Note, Item 2.01, Item 3.01, Item 5.01, Item 5.02 and Item 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

In connection with the consummation of the Merger, at the Effective Time, Company stockholders as of immediately prior to the Effective Time ceased to have any rights with respect to the shares of Company Common Stock, except for the right to receive the Merger Consideration, subject to any required tax withholding, and subject to the terms and conditions set forth in the Merger Agreement.

Item 5.01 Changes in Control of Registrant.

The information set forth in the Introductory Note, Item 2.01, Item 3.01, Item 3.03, Item 5.02 and Item 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

As a result of the consummation of the Merger, at the Effective Time, a change of control of the Company occurred and the Company became a wholly owned subsidiary of Parent. The funds used to complete the Merger and the transactions contemplated by the Merger Agreement were provided by equity contributions from funds managed by Thoma Bravo, as well as third-party debt financing.

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

The information set forth in the Introductory Note and Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

At the Effective Time, pursuant to the Merger Agreement, each of David Ossip, Brent Bickett, Ronald Clarke, Deborah Farrington, Thomas Hagerty, Linda Mantia, Ganesh Rao, Andrea Rosen, and Gerald Throop, each a director of the Company as of immediately prior to the Effective Time, ceased to be a director of the Company and members of any committee of the Company’s Board of Directors. At the Effective Time, each of Nicholas D. Cucci, Jeffrey S. Jacobs, and William E. McDonald became a director of the Company.

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

The information set forth in the Introductory Note and Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.03.

In connection with the completion of the Merger, on February 4, 2026, the Company filed with the Secretary of State of the State of Delaware the certificate of merger relating to the Merger. At the Effective Time and pursuant to the Merger Agreement, the Company's certificate of incorporation as in effect immediately prior to the Merger was amended and restated in its entirety. A copy of the Amended and Restated Certificate of Incorporation is filed as Exhibit 3.1 hereto, which is incorporated by reference into this Item 5.03. In connection with the completion of the Merger and pursuant to the Merger Agreement, at the Effective Time, the bylaws of the Company were amended and restated in their entirety. A copy of such amended and restated bylaws is filed as Exhibit 3.2 hereto, which is incorporated by reference into this Item 5.03.

Item 7.01 Regulation FD Disclosure.

On February 4, 2026, the Company provided holders of the Convertible Notes with a notice of Supplemental Indenture, Repurchase Right, Fundamental Change, Make-Whole Fundamental Change, Common Stock Change Event, Fundamental Change Company Notice and Conversion Rights with respect to the Convertible Notes and the Convertible Notes Indenture. A copy of the notice is attached hereto as Exhibit 99.1.

The information included in this Item 7.01, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed to be filed for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 8.01 Other Events.

On February 4, 2026, the Company and Thoma Bravo issued a joint press release announcing completion of the Merger. A copy of this press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description of Exhibit
2.1	Agreement and Plan of Merger, dated as of August 20, 2025, by and among Dawn Bidco, LLC, Dawn Acquisition Merger Sub, Inc., and Dayforce, Inc. (incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by the Company on August 21, 2025).*
3.1	Amended and Restated Certificate of Incorporation of Dayforce, Inc., dated as of February 4, 2026.
3.2	Amended and Restated Bylaws of Dayforce, Inc., dated as of February 4, 2026.
4.1	First Supplemental Indenture, dated as of February 4, 2026, to the Indenture, dated as of March 5, 2021, by and between Dayforce, Inc. and Computershare Trust Company, N.A.
99.1	Notice of Supplemental Indenture, Repurchase Right, Fundamental Change, Make-Whole Fundamental Change, Common Stock Change Event, Fundamental Change Company Notice and Conversion Rights to Holders of 0.25% Convertible Senior Notes due 2026, dated February 4, 2026.
99.2	Press Release, dated February 4, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally to the Securities and Exchange Commission a copy of any omitted schedule upon request.

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.

DAYFORCE, INC.

Date: February 4, 2026

By: /s/ William E. McDonald

Name: William E. McDonald

Title: Executive Vice President, Chief Legal and Compliance Officer, and
Corporate Secretary

**FIFTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
DAYFORCE, INC.**

ARTICLE ONE

The name of the corporation is Dayforce, Inc. (the "Corporation").

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, in the City of Wilmington, County of New Castle, 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("DGCL").

ARTICLE FOUR

The total number of shares of capital stock that the Corporation has authority to issue is one thousand (1,000) shares of Common Stock, par value \$0.01 per share.

ARTICLE FIVE

The Corporation is to have perpetual existence.

ARTICLE SIX

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Corporation is expressly authorized to make, alter or repeal the by-laws of the Corporation.

ARTICLE SEVEN

Meetings of stockholders may be held within or outside of the State of Delaware, or by means of remote communication as permitted by Section 211(a) of DGCL, as the by-laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the Corporation. Election of directors need not be by written ballot unless the by-laws of the Corporation so provide.

ARTICLE EIGHT

The Corporation shall indemnify to the full extent authorized or permitted by law any person made, or threatened to be made, a party to any action or proceeding (whether civil or criminal or otherwise) by reason of the fact that such person is or was a director or officer of the Corporation or by reason of the fact that such director or officer, at the request of the Corporation, is or was serving any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in any capacity. Nothing contained herein shall affect any rights to indemnification to which employees other than directors and officers may be entitled by law. A director or officer of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any amendment, modification or repeal of this ARTICLE EIGHT shall not adversely affect any right or protection of a director or officer of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

ARTICLE NINE

The Corporation expressly elects not to be governed by §203 of the General Corporation Law of the State of Delaware.

ARTICLE TEN

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE ELEVEN

To the maximum extent permitted from time to time under the law of the State of Delaware, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to its officers, directors or stockholders, other than those officers, directors or stockholders who are employees of the Corporation. No amendment or repeal of this ARTICLE ELEVEN shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any opportunities of which such officer, director or stockholder becomes aware prior to such amendment or repeal.

* * * * *

**AMENDED AND RESTATED
BYLAWS**

OF

DAYFORCE, INC.

A Delaware corporation
(Adopted as of February 4, 2026)

**ARTICLE I
OFFICES**

Section 1 Registered Office. The registered office of the corporation in the State of Delaware shall be located at 251 Little Falls Drive, city of Wilmington, Delaware, 19808, County of New Castle. The name of the corporation's registered agent at such address shall be Corporation Service Company. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

Section 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 may from time to time determine or the business of the corporation may require.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1 Annual Meetings. An annual meeting of the stockholders shall be held each year within one hundred twenty (120) days after the close of the immediately preceding fiscal year of the corporation for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place, if any, and/or the means of remote communication, of the annual meeting shall be determined by the board of directors or a committee thereof; provided, however, that if the board of directors does not act, the chief executive officer shall determine the date, time and place, if any, and/or the means of remote communication, of such meeting. No annual meeting of stockholders need be held if not required by the corporation's certificate of incorporation or by the General Corporation Law of the State of Delaware.

Section 2 Special Meetings. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of board vacancies and newly created directorships) and may be held at such time and place, within or without the State of Delaware, and/or by means of remote communication, as shall be stated in a written notice of meeting. Such meetings may be called by the board of directors or the chief executive officer, upon not less than ten (10) business days' prior written notice to the stockholders and shall be called by the chief executive officer upon the written request of holders of shares entitled to cast not less than fifty percent of the votes at the meeting, which written request shall state the purpose or purposes of the meeting and shall be delivered to the chief executive officer. The date, time and place, if any, and/or remote communication, of any special meeting of stockholders shall be determined by the chief executive officer of the corporation; provided, however, that if the chief executive officer does not act, the board of directors shall determine the date, time and place, if any, and/or the means of remote communication, of such meeting.

Section 3 Place of Meetings. The board of directors may designate any place, either within or without the State of Delaware, and/or by means of remote communication, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the corporation.

Section 4 Notice. Whenever stockholders are required or permitted to take any action at a meeting, written or printed notice stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting and to each director not less than ten (10) nor more than sixty (60) days before the date of the meeting. All such notices shall be delivered, either personally, by mail, or by a form of electronic transmission consented to by the stockholder to whom the notice is given, by or at the direction of the board of directors, the chief executive officer or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the corporation. If given by electronic transmission, such notice shall be deemed to be delivered (a) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (b) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (c) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (1) such posting and (2) the giving of such separate notice; and (3) if by any other form of electronic transmission, when directed to the stockholder. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any such consent shall be deemed revoked if (1) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent and (2) such inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5 Stockholders List. The officer who has charge of the stock ledger of the corporation shall make, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, 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, for a period of at least ten (10) days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, and/or (ii) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 6 Quorum. The holders of a majority of the votes represented by the issued and outstanding shares of capital stock, entitled to vote thereon, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by statute or by the certificate of incorporation. If a quorum is not present, the holders of a majority of the shares present in person or represented by proxy at the meeting, and entitled to vote at the meeting, may adjourn the meeting to another time and/or place. When a quorum is once present to commence a meeting of stockholders, it is not broken by the subsequent withdrawal of any stockholders or their proxies.

Section 7 Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) 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 of record entitled to vote at the meeting.

Section 8 Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provisions of an applicable law or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 9 Voting Rights. Except as otherwise provided by the General Corporation Law of the State of Delaware or by the certificate of incorporation of the corporation or any amendments thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. At each meeting of the stockholders, and before any voting commences, all proxies filed at or before the meeting shall be submitted to and examined by the secretary or a person designated by the secretary, and no shares may be represented or voted under a proxy that has been found to be invalid or irregular.

Section 11 Action by Written Consent. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the state of Delaware, or the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days after the earliest dated consent delivered to the corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

Any action permitted or required to be taken by written consent may be effected by electronic transmission to the fullest extent permitted by the General Corporation Law of the State of Delaware. An electronic transmission shall be deemed written, signed and dated for purposes of this Section if the corporation can reasonably determine that the transmission was authorized by the stockholder and the date on which such authorization was given.

Written consents, including consents delivered by electronic transmission, shall be delivered to the corporation in such manner as may be permitted under the General Corporation Law of the State of Delaware and as the board of directors may from time to time prescribe. The board of directors may adopt reasonable procedures governing the execution, delivery, verification and acceptance of written consents, including procedures permitting the use of electronic signature platforms and other electronic workflows.

ARTICLE III DIRECTORS

Section 1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors.

Section 2 Number, Election and Term of Office. The number of directors which shall constitute the first board shall be three (3). Thereafter, the number of directors shall be established from time to time by resolution of the board. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors. The directors shall be elected in this manner at the annual meeting of the stockholders, except as provided in Section 4 of this Article III. Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3 Removal and Resignation. Any director or the entire board of directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors. Whenever the holders of any class or series are entitled to elect one or more directors by the provisions of the corporation's certificate of incorporation, the provisions of this section shall apply, in respect to the removal without cause of a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any director may resign at any time upon notice given in writing or by electronic transmission to the corporation.

Section 4 Vacancies. Except as otherwise provided in the certificate of incorporation of the corporation, board vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Notwithstanding the foregoing, any such vacancy shall automatically reduce the authorized number of directors *pro tanto*, until such time as the holders of outstanding shares of capital stock who are entitled to elect the director whose office is vacant shall have exercised their right to elect a director to fill such vacancy, whereupon the authorized number of directors shall be automatically increased *pro tanto*. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5 Annual Meetings. The annual meeting of each newly elected board of directors shall be held without notice (other than notice under these bylaws) immediately after, and at the same place, if any, as the annual meeting of stockholders.

Section 6 Other Meetings and Notice. Regular meetings, other than the annual meeting, of the board of directors may be held without notice at such time and at such place, if any, as shall from time to time be determined by resolution of the board of directors and promptly communicated to all directors then in office. Special meetings of the board of directors may be called by or at the request of the chief executive officer or at least one of the directors on at least twenty-four (24) hours notice to each director, either personally, by telephone, by mail, and/or by electronic transmission. In like manner and on like notice, the chief executive officer must call a special meeting on the written request of at least two (2) of the directors promptly after receipt of such request.

Section 7 Quorum, Required Vote and Adjournment. A majority of the directors then in office shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present 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. Except as otherwise required by the corporation's certificate of incorporation, each director shall be entitled to one vote.

Section 8 Committees. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these bylaws shall have and may exercise the powers of the board of directors in the management and affairs of the corporation, except as otherwise limited by law. 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 the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 9 Committee Rules. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee. Unless otherwise provided by such a resolution, the presence of a majority of the members of the committee then in office shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the board of directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member.

Section 10 Executive Committee. The board of directors of the corporation may, by resolution adopted by a majority of the whole board, designate two directors to constitute an executive committee. The executive committee, to the extent provided in the resolution, shall have and may exercise all of the authority of the board of directors in the management of the corporation, except that the committee shall have no authority in reference to amending the certificate of incorporation; adopting an agreement of merger or consolidation; recommending to the stockholders the sale, lease, or exchange of all or substantially all of the corporation's property and assets; recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution; amending the bylaws of the corporation; electing or removing directors or officers of the corporation or members of the executive committee; declaring dividends; or amending, altering, or repealing any resolution of the board of directors which, by its terms, provides that it shall not be amended, altered or repealed by the executive committee. The board of directors shall have power at any time to fill vacancies in, to change the size or membership of and to discharge the executive committee.

Section 11 Audit Committee. The audit committee shall consist of not fewer than two (2) members of the board of directors as shall from time to time be appointed by resolution of the board of directors. Committee composition and independence requirements shall be determined by the board of directors and shall comply with applicable law; provided that any independence requirement shall apply only to the extent required by law. The audit committee shall review and, as it shall deem appropriate, recommend to the board internal accounting and financial controls for the corporation and accounting principles and auditing practices and procedures to be employed in the preparation and review of financial statements of the corporation. The audit committee shall make recommendations to the board of directors concerning the engagement of independent public accountants to audit the annual financial statements of the corporation and the scope of the audit to be undertaken by such accountants.

Section 12 Compensation Committee. The compensation committee shall consist of not fewer than two (2) members of the board of directors as from time to time shall be appointed by resolution of the board of directors. Committee composition and independence requirements shall be determined by the board of directors and shall comply with applicable law; provided that any independence requirement shall apply only to the extent required by law. The compensation committee shall review and, as it deems appropriate, recommend to the chief executive officer and the board of directors policies, practices and procedures relating to the compensation of managerial and executive level employees and the establishment and administration of employee benefit plans. The compensation committee shall have and exercise all authority under any employee stock option plans of the corporation as the committee described therein (unless the board of directors by resolution appoints any other committee to exercise such authority), and shall otherwise advise and consult with the officers of the corporation as may be requested regarding managerial personnel policies.

Section 13 Communications Equipment. Members of the board of directors or any committee thereof may participate in and act at any meeting of such board or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 14 Waiver of Notice and Presumption of Assent. Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting, except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 15 Action by Written Consent. Unless otherwise restricted by the certificate of incorporation, 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 members of the board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the board, or committee.

ARTICLE IV OFFICERS

Section 1 Number. The officers of the corporation shall be elected by the board of directors and may consist of a chair of the board, a vice chair of the board, a chief executive officer, a president, one or more vice-presidents, a chief operating officer, a chief financial officer, an executive vice president, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the board of directors. Any number of offices may be held by the same person. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable.

Section 2 Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3 Removal. Any officer or agent elected by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4 Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term by the board of directors then in office.

Section 5 Compensation. Compensation of all officers shall be fixed by the board of directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the corporation.

Section 6 Chair of the Board. Subject to the powers of the board of directors, the chair of the board shall be in the general and active charge of the entire business and affairs of the corporation, and shall be its chief policy making officer. The chair of the board shall preside at all meetings of the board of directors and at all meetings of the stockholders and shall have such other powers and perform such other duties as may be prescribed by the board of directors or provided in these bylaws. Whenever the chief executive officer is unable to serve, by reason of sickness, absence or otherwise, the chair of the board shall perform all the duties and responsibilities and exercise all the powers of the chief executive officer.

Section 7 Vice-Chair. Whenever the chair of the board is unable to serve, by reason of sickness, absence, or otherwise, the vice-chair shall have the powers and perform the duties of the chair of the board. The vice-chair shall have such other powers and perform such other duties as may be prescribed by the chair of the board, the board of directors or these bylaws.

Section 8 The Chief Executive Officer. The chief executive officer shall be the chief executive officer of the corporation; in the absence of the chair of the board, shall preside at all meetings of the stockholders and board of directors at which he or she is present; subject to the powers of the board of directors, and the chair of the board, shall have general charge of the business, affairs and property of the corporation, and control over its officers, agents and employees; and shall see that all orders and resolutions of the board of directors are carried into effect. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the chair of the board or the board of directors or as may be provided in these bylaws.

Section 9 The President. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. The president shall have such other powers and perform such other duties as may be prescribed by the chair of the board or the board of directors or as may be provided in these bylaws.

Section 10 Chief Operating Officer. The chief operating officer of the corporation, subject to the powers of the board of directors, shall engage in the general and active management of the business of the corporation; and shall see that all orders and resolutions of the board of directors are carried into effect. The chief operating officer shall have such other powers and perform such other duties as may be prescribed by the chair of the board, the chief executive officer or the board of directors or as may be provided in these bylaws.

Section 11 Chief Financial Officer. The chief financial officer of the corporation shall, under the direction of the chief executive officer, be responsible for all financial and accounting matters and for the direction of the offices of treasurer and controller. The chief financial officer shall have such other powers and perform such other duties as may be prescribed by the chair of the board, the chief executive officer or the board of directors or as may be provided in these bylaws.

Section 12 Vice-presidents. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, act with all of the powers and be subject to all the restrictions of the president. The vice-presidents shall also perform such other duties and have such other powers as the board of directors, the chief executive officer, the president or these bylaws may, from time to time, prescribe.

Section 13 Secretary and Assistant Secretaries. The secretary shall attend all meetings of the board of directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose. Under the chief executive officer's supervision, the secretary shall give, or cause to be given, all notices required to be given by these bylaws or by law, shall have such powers and perform such duties as the board of directors, the chief executive officer or these bylaws may, from time to time, prescribe, and shall have custody of the corporate seal of the corporation. The secretary, or an assistant secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of 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 or her signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors, the chief executive officer, or secretary may, from time to time, prescribe.

Section 14 Treasurer and Assistant Treasurer. The treasurer shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation; shall deposit all monies and other valuable effects in the name and to the credit of the corporation as may be ordered by the board of directors; shall cause the funds of the corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; and shall render to the chief executive officer and the board of directors, at its regular meeting or when the board of directors so requires, an account of the corporation; shall have such powers and perform such duties as the board of directors, the chief executive officer or these bylaws may, from time to time, prescribe. If required by the board of directors, the treasurer shall give the corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of the office of treasurer and for the restoration to the corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the treasurer belonging to the corporation. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. The assistant treasurers shall perform such other duties and have such other powers as the board of directors, the chief executive officer or treasurer may, from time to time, prescribe.

Section 15 Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

Section 16 Absence or Disability of Officers. In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V
INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1 Nature of Indemnity. Each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether brought by or in the right of the corporation or any of its subsidiaries and whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), or any appeal of such proceeding, by reason of or arising out of the fact that such person, or any other person for whom such person is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, manager, general partner, employee, fiduciary, or agent of another corporation or of a partnership, limited liability company, joint venture, employee benefit plan, trust or other enterprise, shall be indemnified and held harmless by the corporation to the fullest extent which it is empowered to do so unless prohibited from doing so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding), and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; but only if such person acted in good faith and in a manner which such person reasonably believed to be in the best interests of the corporation or (in all other cases) not opposed to the best interests of the corporation, and in addition, in the case of a criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful; provided that, except as provided in Section 2 of this Article V, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the board of directors of the corporation. The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 2 and 5 hereof, shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The corporation may, by action of its board of directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2 Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the corporation provided for under Section 1 of this Article V or advance of expenses provided for under Section 5 of this Article V shall be made promptly, and in any event within thirty (30) days, upon the written request of the director or officer. If a determination by the corporation that the director or officer is entitled to indemnification pursuant to this Article V is required, and the corporation fails to respond within sixty (60) days to a written request for indemnity, the corporation shall be deemed to have approved the request. If the corporation wrongfully denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not properly made within thirty (30) days, the right to indemnification or advances as granted by this Article V shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct. No officer or director will make any claim for indemnification against the corporation by reason of the fact that he, she, or it was a director, officer, employee, or agent of the corporation or was serving at the request of the corporation as a partner, trustee, director, officer, employee, or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, including any advancement thereof, or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement, or otherwise) with respect to any action, suit, proceeding, complaint, claim, or demand brought by the corporation against such officer or director (whether such action, suit, proceeding, complaint, claim, or demand is pursuant to applicable law or otherwise). To the extent 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 or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

Section 3 Article Not Exclusive. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, bylaws, 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. The provisions of this Article V shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 but whom the corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware or otherwise.

Section 4 Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power or obligation to indemnify such person against such liability under this Article V.

Section 5 Expenses. Expenses incurred by any person described in Section 1 of this Article V in defending or investigating a threatened or pending action, suit or proceeding shall be paid by the corporation in advance of such action, suit or proceeding's final disposition unless otherwise determined in the specific case upon receipt of an undertaking by or on behalf of the director or officer or other person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Article V. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 6 Employees and Agents. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the corporation, or who are or were serving at the request of the corporation as employees or agents of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, may be indemnified, and may be advanced expenses, to the extent authorized at any time or from time to time by the board of directors.

Section 7 Contract Rights. The provisions of this Article V shall be deemed to be a vested contract right between the corporation and each director and officer who serves in any such capacity at any time while this Article V and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect. Such contract right shall vest for each director and officer at the time such person is elected or appointed to such position, and no repeal or modification of this Article V or any such law shall affect any such vested rights or obligations of any current or former director or officer with respect to any state of facts or proceeding regardless of when occurring.

Section 8 Certain Definitions. For purposes of this Article V, 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, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article V, 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 or officer 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 V. For purposes of any determination under Section 1 of this Article V, a person shall be deemed to have acted in good faith and in a manner he or she 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 “other enterprise” as used in this Section 8 of Article V 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 of Article V 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 Section 1 of this Article V.

Section 9 Survival. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V 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 10 Indemnification by a Court. Notwithstanding any contrary determination made in any specific case under Section 2 of this Article V, 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 Section 1 of this Article V. 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 Section 1 of this Article V. Neither a contrary determination in the specific case under Section 2 of this Article V 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.

Section 11 Obligation of the Corporation. The corporation hereby acknowledges that certain directors have certain rights to indemnification, advancement and/or reimbursement of expenses and/or insurance coverage pursuant to this Article V, in any case provided by Thoma Bravo, L.P. and/or certain of its affiliates (each, a “Fund Indemnitor” and collectively, the “Fund Indemnitors”). In all cases (i) the indemnitor and/or payor of first resort shall be the corporation (i.e., the corporation’s obligations to a director are primary, and any obligation of any Fund Indemnitor to advance or reimburse expenses or to provide indemnification or insurance for the same expenses or liabilities incurred by such director are secondary), (ii) the corporation shall be required to indemnify and/or provide insurance and/or advance and/or reimburse the full amount of expenses incurred by a director, and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement, in each case, to the extent required by this Article V, without regard to any rights such director may have against any Fund Indemnitor, and (iii) the corporation irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or other recovery with respect to amounts for which the corporation is or may be or become liable pursuant to this Article V. No payment by a Fund Indemnitor on behalf, or for the benefit, of a director with respect to any claim for which such director has sought indemnification or other recovery from the corporation shall affect the foregoing, and such Fund Indemnitor shall be subrogated to the extent thereof to all of the rights of recovery of such director against the corporation (it being understood that any indemnification, provision of insurance and/or advancement or payment made by a Fund Indemnitor is and shall be deemed voluntary by the Fund Indemnitor and shall be repaid to the Fund Indemnitor by the director from any amounts such director receives in respect thereof from the corporation, its insurer or otherwise). The Fund Indemnitors are express and intended third party beneficiaries of the terms hereof.

Section 12 Other Indemnification Matters. Reference is made to that certain Agreement and Plan of Merger, dated as of August 20, 2025, by and among Dawn Bidco, LLC, Dawn Acquisition Merger Sub, Inc., and the corporation, as amended (the “Agreement”), pursuant to which Dawn Acquisition Merger Sub, Inc. merged with and into the corporation (the effective time of such merger, the “Effective Time”). Notwithstanding anything in these bylaws to the contrary and solely to the extent required by Section 5.06 of the Agreement, the provisions set forth in Article VIII of the bylaws of the corporation, as in effect immediately prior to the Effective Time, solely with respect to acts or omissions that occurred prior to the Effective Time, shall not be modified in a manner that would adversely affect the rights thereunder of the Indemnitees (as defined in the Agreement) for the period beginning as of the Effective Time and ending six years after the Effective Time and shall for such duration control with respect to any acts or omissions that occurred prior to the Effective Time. For the avoidance of doubt and notwithstanding the foregoing, nothing in this Section 12 imposes any additional obligation on the corporation that is not already imposed by Section 5.06 of the Agreement.

ARTICLE VI
CERTIFICATES OF STOCK

Section 1 Form. The shares of the corporation shall be represented by certificates, provided that the board of directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Notwithstanding the adoption of such a resolution by the board of directors, every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the corporation by the chief executive officer, the president or vice president, and by the treasurer, an assistant treasurer, the secretary, an assistant secretary or any two (2) authorized officers of the corporation representing the number of shares registered in certificate form; provided, however, that, where any such certificate is signed (a) by a transfer agent or an assistant transfer agent, or (b) by a transfer clerk acting on behalf of the corporation and a registrar, if the board of directors shall by resolution so authorize, the signature of such chief executive officer, president, vice president, treasurer, secretary, assistant treasurer, assistant secretary or any two (2) authorized officers may be facsimiles thereof. In case any officer or officers of the corporation who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate shall cease to be such officer or officers, whether by reason of death, resignation or otherwise, before such certificate shall have been delivered by the corporation, such certificate may nevertheless be adopted by the corporation and be issued and delivered as though the person or persons who signed such certificate, or whose facsimile signature or signatures shall have been affixed thereto, had not ceased to be such officer or officers.

Section 2 Stock Ledger. A record shall be kept by the secretary, transfer agent or by any other officer, employee or agent designated by the board of directors of the name of the person, firm or corporation holding the stock represented by such certificate, the number of shares represented by such certificate, and the date of issuance thereof, and in case of cancellation, the date of cancellation.

Section 3 Transfer of Stock. Transfers of shares of the capital stock of the corporation shall be made only on the books of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation or with a transfer clerk or a transfer agent appointed as provided in Section 5 of this Article VI, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes thereon. The person in whose name shares of stock stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation; provided, however, that whenever any transfer of shares shall be made for collateral security, and not absolutely, such fact, if known to the secretary of the corporation, shall be so expressed in the entry of transfer.

Section 4 Regulations. The board of directors may make such rules and regulations as it may deem expedient, not inconsistent with the certificate of incorporation or these bylaws, concerning the issue, transfer and registration of certificates for shares of the stock of the corporation. It may appoint, or authorize any officer or officers to appoint, one or more transfer clerks or one or more transfer agents and one or more registrars, and may require all certificates of stock to bear the signature or signatures of any of them.

Section 5 Lost, Stolen, Mutilated or Destroyed Certificates. As a condition to the issue of a new certificate of stock in the place of any certificate theretofore issued and alleged to have been lost, stolen, mutilated or destroyed, the board of directors, in its discretion, may require the owner of any such certificate, or his legal representatives, to give the corporation a bond in such sum and in such form as it may direct or to otherwise indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of any such certificate or the issuance of such new certificate. Proper evidence of such loss, theft, mutilation or destruction shall be procured for the board of directors, if required. The board of directors, in its discretion, may authorize the issuance of such new certificate without any bond when in its judgment it is proper to do so.

Section 6 Fixing a Record Date for Stockholder Meetings. 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, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. 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 that the board of directors may fix a new record date for the adjourned meeting.

Section 7 Fixing a Record Date for Action by Written Consent. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 8 Fixing a Record Date for Other Purposes. In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 9 Registered Stockholders. Prior to the surrender to the corporation of the certificate or certificates for a share or shares of stock with a request to record the transfer of such share or shares, the corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. The corporation 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.

Section 10 Subscriptions for Stock. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

ARTICLE VII
GENERAL PROVISIONS

Section 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, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. 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 directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2 Checks, Drafts or Orders. All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

Section 3 Contracts. The board of directors may authorize any officer or officers, or any agent or agents, of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 4 Loans. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

Section 5 Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 6 Voting Securities Owned By Corporation. Voting securities in any other corporation held by the corporation shall be voted by the president, chief executive officer, vice president or any principal executive officer of the corporation unless the board of directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 7 Inspection of Books and Records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

Section 8 Section Headings. Section headings in these bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 9 Inconsistent Provisions. In the event that any provision of these bylaws is or becomes inconsistent with any provision of the certificate of incorporation, the General Corporation Law of the State of Delaware or any other applicable law, the provision of these bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VIII
AMENDMENTS

These bylaws may be amended, altered, or repealed and new bylaws adopted at any meeting of the board of directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the bylaws has been conferred upon the board of directors shall not divest the stockholders of the same powers.

* * * * *

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this “First Supplemental Indenture”) dated as of February 4, 2026 between DAYFORCE, INC. (formerly known as CERIDIAN HCM HOLDING INC.) (the “Company”) and COMPUTERSHARE TRUST COMPANY, N.A. (as successor to WELLS FARGO BANK, NATIONAL ASSOCIATION), (the “Trustee”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Indenture (as defined below).

WITNESSETH:

WHEREAS, the Company and the Trustee have heretofore executed and delivered an indenture, dated as of March 5, 2021 (the “Indenture”), relating to the Company’s 0.25% Convertible Senior Notes due 2026 (the “Notes”);

WHEREAS, the Company is a party to that certain Agreement and Plan of Merger, dated as of August 20, 2025 (the “Merger Agreement”), by and among the Company, Dawn Bidco LLC, a Delaware limited liability company (“Parent”), and Dawn Acquisition Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent (“Merger Sub”), pursuant to which Merger Sub will merge with and into the Company, with the Company continuing as the surviving corporation and wholly-owned subsidiary of the Parent (the “Merger”);

WHEREAS, subject to the terms and conditions contained in the Merger Agreement, each issued and outstanding share of common stock, par value \$0.01 per share, of the Company (each a “Share” and, collectively, the “Shares”) will be converted into the right to receive \$70.00 in cash, without interest (the “Merger Consideration”).

WHEREAS, the Merger will constitute a Common Stock Change Event under the Indenture;

WHEREAS, in connection with the foregoing, Sections 5.09(A) and 8.01(F) of the Indenture provide that the Company shall execute a supplemental indenture providing that each Note shall, without the consent of any Holders, become convertible into Reference Property (as defined below);

WHEREAS, pursuant to Section 8.01 of the Indenture, the parties hereto are authorized to execute and deliver this First Supplemental Indenture;

WHEREAS, the Company desires that the Trustee join with it in execution and delivery of this First Supplemental Indenture, and in accordance with Sections 8.06, 11.02 and 11.03 of the Indenture, has delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel responsive to and in compliance with the matters stated therein; and

WHEREAS, each party hereto has duly authorized the execution and delivery of this First Supplemental Indenture and has done all things necessary to make this First Supplemental Indenture a valid agreement in accordance with its terms.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I
Defined Terms

Section 1.01. Defined Terms. As used in this First Supplemental Indenture, terms defined in the Indenture or in the preamble or recital thereto are used herein as therein defined. The words “herein,” “hereof” and “hereby” and other words of similar import used in this First Supplemental Indenture refer to this First Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE II
Effect of Merger

Section 2.01. Conversion of Notes. In accordance with Section 5.09 of the Indenture, from and after the effective time of the Merger, the right to convert each \$1,000 principal amount of the Notes into common stock of the Company shall be changed to a right to convert such principal amount of Notes into cash (the "Reference Property") in an amount equal to the Conversion Rate in effect immediately prior to the Merger, multiplied by the Merger Consideration. The provisions of the Indenture, as modified herein, shall continue to apply, mutatis mutandis, to the Holders' right to convert the Notes into the Reference Property. For the avoidance of doubt, from and after the effective time of the Merger, the Holders will not have the right to convert the Notes into shares of common stock or other securities of the Company. In accordance with Section 5.09(2) of the Indenture, the Company will be deemed to elect Physical Settlement in respect of all Note conversions whose Conversion Date occurs on or after the effective time of the Merger.

ARTICLE III
Miscellaneous

Section 3.01. Effectiveness. This First Supplemental Indenture shall become effective upon its execution and delivery by the Company and the Trustee and as of the date hereof. The Trustee accepts the Indenture, as supplemented hereby, and agrees to perform the same upon the terms and conditions set forth herein, as supplemented hereby.

Section 3.02. Governing Law. This First Supplemental Indenture, and any claim, controversy or dispute arising under or related to the Indenture or the Notes, shall be governed by, and construed in accordance with, the laws of the State of New York, (without regard to the conflicts of laws provisions thereof).

Section 3.03. Waiver of Jury Trial. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.04. Jurisdiction. The Company hereby irrevocably consents to the jurisdiction of the courts of the State of New York and the courts of the United States of America located in the City of New York and the County of New York, over any suit, action or proceeding with respect to the Indenture or the Notes or the transactions contemplated hereby. The Company waives any objection that it may have to the venue of any suit, action or proceeding with respect to the Indenture or the Notes or the transactions contemplated hereby in the courts of the State of New York or the courts of the United States of America, in each case, located in the City of New York and County of New York, or that such suit, action or proceeding brought in the courts of the State of New York or the United States of America, in each case, located in the City of New York and County of New York was brought in an inconvenient court and agrees not to plead or claim the same.

Section 3.05. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as supplemented hereby, the Indenture, as amended and supplemented by this First Supplemental Indenture, is in all respects ratified and confirmed, and this First Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Section 3.06. Benefits of First Supplemental Indenture. Nothing in this First Supplemental Indenture, express or implied, is intended or shall be construed to give any person, other than the parties hereto, any agent, any registrar, any successors to the foregoing hereunder and the Holders, any benefit or any legal or equitable right, remedy or claim in respect of this First Supplemental Indenture or the Indenture or any provision herein or therein contained.

Section 3.07. Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument.

Section 3.08. Effect on Successors and Assigns. All agreements of the Company and the Trustee in this First Supplemental Indenture and the Notes shall bind their respective successors.

Section 3.09. Headings. The titles and headings of the articles and sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 3.10. Trustee's Disclaimer. The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture or of the Notes.

Section 3.11. Execution. This First Supplemental Indenture shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of: (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature; or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

IN WITNESS WHEREOF, the parties have caused this First Supplemental Indenture to be duly executed as of the date first written above.

DAYFORCE, INC., as the Company

By: /s/ Nicholas D. Cucci
Name: Nicholas D. Cucci
Title: Senior Vice President, Treasurer

(Signature Page to First Supplemental Indenture)

COMPUTERSHARE TRUST COMPANY, N.A., as Trustee

By: /s/ Scott Little

Name: Scott Little

Title: Vice President

(Signature Page to First Supplemental Indenture)

NOTICE TO HOLDERS OF
DAYFORCE, INC.
0.25% CONVERTIBLE SENIOR NOTES DUE 2026
OF SUPPLEMENTAL INDENTURE, REPURCHASE RIGHT,
FUNDAMENTAL CHANGE, MAKE-WHOLE FUNDAMENTAL CHANGE,
COMMON STOCK CHANGE EVENT,
FUNDAMENTAL CHANGE COMPANY NOTICE,
AND CONVERSION RIGHTS

CUSIP Number: 15677JAD0

This repurchase right expires at 5:00 p.m., New York City time on March 18, 2026.

To the holders (the “**Holders**”) of the 0.25% Convertible Senior Notes due 2026 (the “**Notes**”) of Dayforce, Inc. (the “**Company**”):

As will be stated within, this Notice constitutes a Fundamental Change Company Notice and is delivered pursuant to and in accordance with Section 4.02(E) of the Indenture (see “*Repurchase of the Notes*”).

HOWEVER, THE NOTES WILL MATURE ON SUNDAY, MARCH 15, 2026, AND WILL BE PAID IN FULL ON THE IMMEDIATELY FOLLOWING BUSINESS DAY, MARCH 16, 2026, WHICH IS PRIOR TO THE FUNDAMENTAL CHANGE REPURCHASE DATE. FOLLOWING SUCH PAYMENT THE NOTES WILL BE CANCELLED AND WILL CEASE TO BE OUTSTANDING, AND HOLDERS WILL HAVE NO RIGHT TO, AND WILL NOT RECEIVE, THE FUNDAMENTAL CHANGE REPURCHASE PRICE. THIS NOTICE IS BEING SENT OUT STRICTLY TO COMPLY WITH THE NOTICE REQUIREMENTS OF SECTION 4.02 OF THE INDENTURE.

The Company and Computershare Trust Company, N.A. (as successor to Wells Fargo Bank, National Association), a national banking association organized under the laws of the United States, as trustee (the “**Trustee**”), paying agent (the “**Paying Agent**”) and conversion agent (the “**Conversion Agent**”), are parties to that certain Indenture, dated as of March 5, 2021 (as supplemented or otherwise modified, the “**Indenture**”), concerning the Notes. This notice (this “**Notice**”) is being delivered to the Holders, the Trustee and the Conversion Agent for the Notes pursuant to Sections 4.02(E), 5.01(C)(i)(3)(b), 5.09(B) and 8.03 of the Indenture. Capitalized terms used but not otherwise defined in this Notice have the meanings given to them in the Indenture.

The Company entered into an Agreement and Plan of Merger, dated as of August 20, 2025 (the “**Merger Agreement**”), by and among the Company, Dawn Bidco, LLC, a Delaware limited liability company (“**Parent**”) and Dawn Acquisition Merger Sub, Inc., a Delaware corporation and a direct wholly owned subsidiary of Parent (“**Merger Sub**”), pursuant to which Merger Sub merged with and into the Company and the separate corporate existence of Merger Sub ceased, with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent (the “**Transaction**”). As a result of the Transaction, Parent has become the direct or indirect “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of Common Stock of the Company, par value \$0.01 per share (“**Common Stock**”), representing more than 50% of the voting power of the Common Stock. The Transaction was consummated on February 4, 2026 (the “**Transaction Date**”) and constitutes a Fundamental Change, a Make-Whole Fundamental Change and a Common Stock Change Event under the Indenture. The Transaction Date is the Effective Date of such Fundamental Change.

Supplemental Indenture

In connection with the Transaction, the Trustee and the Company have entered into a supplemental indenture to the Indenture (the “***Supplemental Indenture***”) pursuant to Sections 5.09(A) and 8.01(F) of the Indenture which provide that from and after the execution of the Supplemental Indenture, the right to convert each \$1,000 principal amount of Notes into Common Stock shall be changed to a right to convert such principal amount of Notes into cash in an amount equal to the Conversion Rate in effect immediately prior to the Merger multiplied by \$70.00, the consideration paid per share of Common Stock in the Transaction. A copy of the Supplemental Indenture is attached hereto as Exhibit A. At the current Conversion Rate of 7.5641 shares of Common Stock per \$1,000 principal amount of Notes, upon conversion, each Holder will be entitled to receive \$529.487 per \$1,000 principal amount of the Notes. From and after the Transaction Date, the Holders do not have the right to convert Notes into shares of Common Stock or other securities of the Company.

Repurchase of the Notes

This Notice also constitutes a Fundamental Change Company Notice and is delivered pursuant to and in accordance with Section 4.02(E) of the Indenture.

The Transaction constitutes a Fundamental Change, giving the Holders the right to require the Company to repurchase their Notes, subject to the terms and conditions of the Indenture, on March 19, 2026 (the “***Fundamental Change Repurchase Date***”). The Holders’ option to require the Company to repurchase their Notes expires at 5:00 p.m., New York City time on March 18, 2026 (the “***Expiration Time***”). Pursuant to the Indenture, the repurchase price for the Notes shall be an amount in cash equal to the principal amount of such Note, plus accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date, to be so repurchased (the “***Fundamental Change Repurchase Price***”).

HOWEVER, THE NOTES WILL MATURE ON SUNDAY, MARCH 15, 2026, AND WILL BE PAID IN FULL ON THE IMMEDIATELY FOLLOWING BUSINESS DAY, MARCH 16, 2026, WHICH IS PRIOR TO THE FUNDAMENTAL CHANGE REPURCHASE DATE. FOLLOWING SUCH PAYMENT THE NOTES WILL BE CANCELLED AND WILL CEASE TO BE OUTSTANDING, AND HOLDERS WILL HAVE NO RIGHT TO, AND WILL NOT RECEIVE, THE FUNDAMENTAL CHANGE REPURCHASE PRICE. THIS NOTICE IS BEING SENT OUT STRICTLY TO COMPLY WITH THE NOTICE REQUIREMENTS OF SECTION 4.02 OF THE INDENTURE.

To exercise the Fundamental Change repurchase right with respect to any Note, the beneficial owner must cause a book-entry transfer of its beneficial interests in such Note to be delivered through the facilities of the Depository in accordance with its applicable procedures. A beneficial owner of Global Notes that are held of record by a broker, dealer, commercial bank, trust company or other nominee must instruct such broker, dealer, commercial bank, trust company or other nominee to effect the transaction on behalf of such beneficial owner, and to transmit an agent’s message in connection with tenders made through the DTC Automated Tender Offer Program.

Subject to receipt of funds and/or Notes by the Paying Agent appointed by the Company, payment for Notes surrendered for repurchase (and not validly withdrawn prior to the Expiration Time) will be made on the later of (i) the Fundamental Change Repurchase Date (*provided* the Holder has satisfied the conditions in Section 4.02(F)(i) of the Indenture) and (ii) the time of book-entry transfer or the delivery of such Note to the Paying Agent appointed by the Company by the Holder thereof in the manner required by Section 4.02(F)(i).

The Notes must be surrendered (or transferred by book-entry transfer) and the Fundamental Change Repurchase Notice must be delivered to the Paying Agent at the address specified below to collect payment of the Fundamental Change Repurchase Price:

Computershare Trust Company, N.A.
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services-Dayforce, Inc. Administrator

A Holder may withdraw its Fundamental Change Repurchase Notice by delivering a written notice of withdrawal to the Paying Agent at any time prior to the Expiration Time in accordance with Section 4.02(F)(iii) of the Indenture. Notes with respect to which a Fundamental Change Repurchase Notice is given by a Holder may be converted pursuant to Article 5 of the Indenture only if such Fundamental Change Repurchase Notice has been withdrawn in accordance with the preceding sentence or if there shall be a Default in the payment of the Fundamental Change Repurchase Price or interest payable as provided in Section 7.01(A)(i) of the Indenture.

Holders that do not elect to require the Company to repurchase their Notes will maintain the right to convert their Notes in accordance with and subject to the terms of the Indenture.

Fundamental Change, Make-Whole Fundamental Change, Common Stock Change Event and Conversion Rights

This Notice is also delivered pursuant to and in accordance with Sections 5.01(C)(i)(3)(b) of the Indenture in connection with the occurrence of the effective date of a Fundamental Change, Make-Whole Fundamental Change and Common Stock Change Event.

Pursuant to Section 5.01(C)(i)(3)(b) of the Indenture, Notes may be surrendered for conversion pursuant to the terms of the Indenture at any time during the period that begins on the Transaction Date and ends on the related Fundamental Change Repurchase Date. Holders who elect to convert their Notes during such period will receive \$529.487 per \$1,000 principal amount of Notes validly surrendered for conversion.

In addition, the Transaction also constitutes a Make-Whole Fundamental Change resulting in the issuance of Additional Shares upon conversion in connection with such Make-Whole Fundamental Change if certain conditions are met with respect to the Company's stock price. However, because the price of Common Stock was less than \$89.63 per share on the Effective Date of the Make-Whole Fundamental Change, no Additional Shares shall be added to the Conversion Rate of 7.5641 shares of Common Stock pursuant to Section 5.07 of the Indenture.

Before any Holder of a Note shall be entitled to convert a Note, such Holder shall comply with the procedures of the Depositary in effect at that time and, if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 5.02(D) of the Indenture. A Note shall be deemed to have been converted immediately prior to 5:00 p.m., New York City time on the date that the Holder has complied with the requirements above.

The right of the Holders to convert their Notes is separate from the right to require the Company to repurchase such Holder's Notes as a result of the Fundamental Change. You should review this Notice carefully and consult with your own financial and tax advisors. You must make your own decision as to whether or not to tender your Notes for repurchase or to exercise your conversion rights (if at all) and, if so, the principal amount of Notes to tender for repurchase or conversion. None of the Company, its Board of Directors, employees, advisors or representatives, the Paying Agent, the Trustee or the Conversion Agent or any other parties are making any representation or recommendation to any Holder as to whether or not to tender for repurchase or convert that Holder's Notes.

Holders of the Notes should refer to the Indenture for a complete description of conversion and repurchase provisions and direct any questions concerning this notice to the Company.

***The CUSIP number is included solely for the convenience of the Holders. Neither the Company nor the Trustee shall be responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness with respect to the Notes or as indicated in this Notice.**

Dated: February 4, 2026

DAYFORCE, INC.

Exhibit A

SUPPLEMENTAL INDENTURE

EXECUTION VERSION

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this “First Supplemental Indenture”) dated as of February 4, 2026 between DAYFORCE, INC. (formerly known as CERIDIAN HCM HOLDING INC.) (the “Company”) and COMPUTERSHARE TRUST COMPANY, N.A. (as successor to WELLS FARGO BANK, NATIONAL ASSOCIATION), (the “Trustee”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Indenture (as defined below).

WITNESSETH:

WHEREAS, the Company and the Trustee have heretofore executed and delivered an indenture, dated as of March 5, 2021 (the “Indenture”), relating to the Company’s 0.25% Convertible Senior Notes due 2026 (the “Notes”);

WHEREAS, the Company is a party to that certain Agreement and Plan of Merger, dated as of August 20, 2025 (the “Merger Agreement”), by and among the Company, Dawn Bidco LLC, a Delaware limited liability company (“Parent”), and Dawn Acquisition Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent (“Merger Sub”), pursuant to which Merger Sub will merge with and into the Company, with the Company continuing as the surviving corporation and wholly-owned subsidiary of the Parent (the “Merger”);

WHEREAS, subject to the terms and conditions contained in the Merger Agreement, each issued and outstanding share of common stock, par value \$0.01 per share, of the Company (each a “Share” and, collectively, the “Shares”) will be converted into the right to receive \$70.00 in cash, without interest (the “Merger Consideration”).

WHEREAS, the Merger will constitute a Common Stock Change Event under the Indenture;

WHEREAS, in connection with the foregoing, Sections 5.09(A) and 8.01(F) of the Indenture provide that the Company shall execute a supplemental indenture providing that each Note shall, without the consent of any Holders, become convertible into Reference Property (as defined below);

WHEREAS, pursuant to Section 8.01 of the Indenture, the parties hereto are authorized to execute and deliver this First Supplemental Indenture;

WHEREAS, the Company desires that the Trustee join with it in execution and delivery of this First Supplemental Indenture, and in accordance with Sections 8.06, 11.02 and 11.03 of the Indenture, has delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel responsive to and in compliance with the matters stated therein; and

WHEREAS, each party hereto has duly authorized the execution and delivery of this First Supplemental Indenture and has done all things necessary to make this First Supplemental Indenture a valid agreement in accordance with its terms.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I
Defined Terms

Section 1.01. **Defined Terms**. As used in this First Supplemental Indenture, terms defined in the Indenture or in the preamble or recital thereto are used herein as therein defined. The words “herein,” “hereof” and “hereby” and other words of similar import used in this First Supplemental Indenture refer to this First Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE II
Effect of Merger

Section 2.01. Conversion of Notes. In accordance with Section 5.09 of the Indenture, from and after the effective time of the Merger, the right to convert each \$1,000 principal amount of the Notes into common stock of the Company shall be changed to a right to convert such principal amount of Notes into cash (the "Reference Property") in an amount equal to the Conversion Rate in effect immediately prior to the Merger, multiplied by the Merger Consideration. The provisions of the Indenture, as modified herein, shall continue to apply, mutatis mutandis, to the Holders' right to convert the Notes into the Reference Property. For the avoidance of doubt, from and after the effective time of the Merger, the Holders will not have the right to convert the Notes into shares of common stock or other securities of the Company. In accordance with Section 5.09(2) of the Indenture, the Company will be deemed to elect Physical Settlement in respect of all Note conversions whose Conversion Date occurs on or after the effective time of the Merger.

ARTICLE III
Miscellaneous

Section 3.01. Effectiveness. This First Supplemental Indenture shall become effective upon its execution and delivery by the Company and the Trustee and as of the date hereof. The Trustee accepts the Indenture, as supplemented hereby, and agrees to perform the same upon the terms and conditions set forth herein, as supplemented hereby.

Section 3.02. Governing Law. This First Supplemental Indenture, and any claim, controversy or dispute arising under or related to the Indenture or the Notes, shall be governed by, and construed in accordance with, the laws of the State of New York, (without regard to the conflicts of laws provisions thereof).

Section 3.03. Waiver of Jury Trial. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.04. Jurisdiction. The Company hereby irrevocably consents to the jurisdiction of the courts of the State of New York and the courts of the United States of America located in the City of New York and the County of New York, over any suit, action or proceeding with respect to the Indenture or the Notes or the transactions contemplated hereby. The Company waives any objection that it may have to the venue of any suit, action or proceeding with respect to the Indenture or the Notes or the transactions contemplated hereby in the courts of the State of New York or the courts of the United States of America, in each case, located in the City of New York and County of New York, or that such suit, action or proceeding brought in the courts of the State of New York or the United States of America, in each case, located in the City of New York and County of New York was brought in an inconvenient court and agrees not to plead or claim the same.

Section 3.05. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as supplemented hereby, the Indenture, as amended and supplemented by this First Supplemental Indenture, is in all respects ratified and confirmed, and this First Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Section 3.06. Benefits of First Supplemental Indenture. Nothing in this First Supplemental Indenture, express or implied, is intended or shall be construed to give any person, other than the parties hereto, any agent, any registrar, any successors to the foregoing hereunder and the Holders, any benefit or any legal or equitable right, remedy or claim in respect of this First Supplemental Indenture or the Indenture or any provision herein or therein contained.

Section 3.07. Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument.

Section 3.08. Effect on Successors and Assigns. All agreements of the Company and the Trustee in this First Supplemental Indenture and the Notes shall bind their respective successors.

Section 3.09. Headings. The titles and headings of the articles and sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 3.10. Trustee's Disclaimer. The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture or of the Notes.

Section 3.11. Execution. This First Supplemental Indenture shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of: (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature; or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

IN WITNESS WHEREOF, the parties have caused this First Supplemental Indenture to be duly executed as of the date first written above.

DAYFORCE, INC., as the Company

By: /s/ Nicholas D. Cucci
Name: Nicholas D. Cucci
Title: Senior Vice President, Treasurer

(Signature Page to First Supplemental Indenture)

COMPUTERSHARE TRUST COMPANY, N.A., as Trustee

By: /s/ Scott Little

Name: Scott Little

Title: Vice President

(Signature Page to First Supplemental Indenture)

Thoma Bravo Completes Acquisition of Dayforce

As a Private Company, Dayforce to Accelerate Growth, Customer Value, and AI Leadership in HCM

MINNEAPOLIS, TORONTO and SAN FRANCISCO – February 4, 2026 – Thoma Bravo, the world’s largest software-focused investment firm, today announced the completion of its acquisition of Dayforce, Inc. (“Dayforce” or the “Company”), a global human capital management (HCM) leader that makes work life better, for approximately US\$12.3 billion. The agreement to acquire Dayforce was previously announced on August 21, 2025, and was approved by Dayforce stockholders at the special meeting of stockholders held on November 12, 2025.

With the completion of the transaction, Dayforce stockholders are entitled to receive US\$70.00 per share in cash for each share of Dayforce common stock they owned. The Company’s common stock has ceased trading and will be delisted from the New York Stock Exchange and the Toronto Stock Exchange.

“Today marks a pivotal moment for Dayforce in advancing our promise to make work life better as the AI-powered people platform,” said David Ossip, Chair and CEO of Dayforce. “With Thoma Bravo’s support, we are even better positioned to scale our business, further customer value, and drive innovation that empowers our community to do the work they are meant to do.”

“Dayforce is actively creating the future of HCM, backed by a platform and team that deliver real, measurable results for its customers,” said Holden Spaht, a Managing Partner at Thoma Bravo. “With demand for intelligent, AI-driven HR technologies accelerating, we are excited to welcome Dayforce to Thoma Bravo’s portfolio and together unlock their next phase of growth and customer impact.”

“We are pleased to begin working with Dayforce to build on their leadership in modern HCM,” said Tara Gadgil, a Partner at Thoma Bravo. “Dayforce has a clear vision for the AI-powered workforce, driven by its commitment to strong customer relationships and continuous innovation. We see significant opportunity to help Dayforce expand its reach and achieve its full potential in the years ahead.”

Advisors

Evercore served as the exclusive financial advisor to Dayforce and Wachtell, Lipton, Rosen & Katz served as the Company’s legal advisor. Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC served as financial advisors to Thoma Bravo, and Kirkland & Ellis LLP served as its legal counsel.

About Dayforce

Dayforce makes work life better. Everything we do as a global leader in HCM technology is focused on enabling thousands of customers and millions of employees around the world to do the work they're meant to do. With our single AI-powered people platform for HR, Pay, Time, Talent, and Analytics, organizations of all sizes and industries are benefiting from simplicity at scale with Dayforce to help unlock their full workforce potential, operate with confidence, and realize quantifiable value. To learn more, visit dayforce.com.

About Thoma Bravo

Thoma Bravo is the world’s largest software-focused investment firm, with more than \$181 billion in assets under management as of September 30, 2025. Partnering with some of the world’s most sophisticated investors, Thoma Bravo’s private equity and private credit platforms reflect a focused investment strategy, supported by disciplined execution, deep sector expertise and leadership continuity. Over the past 20-plus years, Thoma Bravo has acquired or invested in over 565 software and technology companies, representing approximately \$285 billion of aggregate value (including control and non-control investments, as well as add-on acquisitions). Learn more at thomabravo.com and on [LinkedIn](https://www.linkedin.com/company/thomabravo).

Cautionary Statement Regarding Forward-Looking Statements

This press release includes “forward-looking statements” within the meaning of the “safe harbor” provisions of the United States Private Securities Litigation Reform Act of 1995 and “forward-looking information” within the meaning of applicable Canadian Securities laws (collectively, “forward-looking statements”). Forward-looking statements may be identified by the use of words such as “continue,” “guidance,” “expect,” “outlook,” “project,” “believe” or other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding the benefits of the acquisition of Dayforce by affiliates of Thoma Bravo. These statements are based on various assumptions, whether or not identified in this press release, and on current expectations and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and may differ from assumptions. Many actual events and circumstances are beyond the control of Dayforce. These forward-looking statements are subject to a number of risks and uncertainties, including risks related to disruption of management time from ongoing business operations due to the transaction; the risk of any unexpected costs or expenses resulting from the transaction; the risk of any litigation relating to the transaction; and the risk that the transaction could have an adverse effect on the ability of Dayforce to retain and hire key personnel and to maintain relationships with customers, vendors, partners, employees, stockholders and other business relationships and on its operating results and business generally. Further information on factors that could cause actual results to differ materially from the results anticipated by the forward-looking statements is included in the Dayforce Annual Report on Form 10-K for the fiscal year ended December 31, 2024 filed with the U.S. Securities and Exchange Commission (the “SEC”) and Canadian securities regulators on February 28, 2025, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other filings made by Dayforce from time to time with the SEC and Canadian securities regulators. These filings, when available, are currently available on the investor relations section of the Dayforce website at <https://investors.dayforce.com> or on the SEC’s website at <https://www.sec.gov>. If any of these risks materialize or any of these assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that Dayforce presently does not know of or that Dayforce currently believes are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. The forward-looking statements included in this press release are made only as of the date hereof. Dayforce assumes no obligation and does not intend to update these forward-looking statements, except as required by law.

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