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# DELTA REPORT

## 10-Q

TNET - TRINET GROUP, INC.  
10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	753
CHANGES	153
DELETIONS	217
ADDITIONS	383

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended **March 31, 2024** **June 30, 2024**

or

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

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

Commission File Number: 001-36373

 Logo.jpg

**TRINET GROUP, INC.**

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or other jurisdiction of incorporation or organization)

**One Park Place, Suite 600**

**Dublin, CA**

(Address of principal executive offices)

**95-3359658**

(I.R.S. Employer  
Identification No.)

**94568**

(Zip Code)

Registrant's telephone number, including area code: **(510) 352-5000**

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 par value \$0.000025 per share	TNET	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

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

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

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. Yes ☐ No ☒

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

The number of shares of Registrant's Common Stock outstanding as of **April 19, 2024** **July 19, 2024** was **50,563,849** **49,672,774**.

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Form 10-Q - Quarterly Report  
For the Quarterly Period Ended **March 31, 2024** June 30, 2024

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## GLOSSARY

### Glossary of Acronyms and Abbreviations

Acronyms and abbreviations are used throughout this report, particularly in Part I, Item 1. Unaudited Condensed Consolidated Financial Statements and Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

<b>2021 Credit Agreement</b>	Our credit agreement dated February 26, 2021, as amended, supplemented or modified from time to time, most recently August 16, 2023.
<b>2021 Revolver</b>	Our \$700 million revolving line of credit included in our 2021 Credit Agreement
<b>2029 Notes</b>	Our \$500 million senior unsecured notes maturing in March 2029
<b>2031 Notes</b>	Our \$400 million senior unsecured notes maturing in August 2031
<b>AFS</b>	Available-for-sale
<b>CEO</b>	Chief Executive Officer
<b>CFO</b>	Chief Financial Officer
<b>COBRA</b>	Consolidated Omnibus Budget Reconciliation Act
<b>Colleague</b>	TriNet's internal employees (as distinguished from WSEs and HRIS Users)
<b>COPS</b>	Cost of providing services
<b>D&amp;A</b>	Depreciation and amortization expenses
<b>EBITDA</b>	Earnings before interest expense, taxes, depreciation and amortization of intangible assets
<b>EPS</b>	Earnings Per Share
<b>ERISA</b>	Employee Retirement Income Security Act
<b>ERP</b>	Enterprise resource planning
<b>ESAC</b>	Employer Services Assurance Corporation
<b>ESPP</b>	Employee stock purchase plan
<b>ETR</b>	Effective tax rate
<b>FASB</b>	Financial Accounting Standards Board
<b>FFCRA</b>	Families First Coronavirus Response Act
<b>G&amp;A</b>	General and administrative
<b>GAAP</b>	Generally Accepted Accounting Principles in the United States
<b>HCM</b>	Human capital management
<b>HR</b>	Human Resources
<b>HRIS</b>	Human resources information system
<b>HRIS User</b>	A client employee who is a user of our HR Platform (for example, employees of an HRIS client)
<b>IRS</b>	Internal Revenue Service
<b>ICR</b>	Insurance cost ratio
<b>ISR</b>	Insurance service revenues
<b>LIBOR</b>	London Inter-bank Offered Rate
<b>MD&amp;A</b>	Management's Discussion and Analysis of Financial Condition and Results of Operations
<b>OE</b>	Operating expenses
<b>PEO</b>	Professional Employer Organization
<b>PEO Platform Users</b>	Individuals authorized by our clients to access and use the PEO platform
<b>PFC</b>	Payroll funds collected
<b>PSR</b>	Professional service revenues
<b>R&amp;D</b>	Research and Development
<b>Reg FD</b>	Regulation Fair Disclosure
<b>ROU</b>	Right-of-use
<b>RSU</b>	Restricted Stock Unit

SBC	Stock Based Compensation
S&M	Sales and marketing
S&P	Standard & Poor's
SD&P	Systems development and programming
SEC	U.S. Securities and Exchange Commission
SMB	Small and medium-size business
TriNet Clarus R+D	Clarus R+D Solutions, LLC
TriNet Trust	Trust which was created for the purpose of holding funds provided by HRIS clients for the remittance to HRIS Users, tax authorities and other recipients
U.S.	United States
WSE	A worksite employee who is co-employed by, or otherwise receiving services from a TriNet PEO
YTD	Year to date
Zenefits	YourPeople, Inc. and its subsidiaries

## FORWARD LOOKING STATEMENTS AND OTHER FINANCIAL INFORMATION

### Cautionary Note Regarding Forward-Looking Statements

For purposes of this Quarterly Report on Form 10-Q (Form 10-Q), the terms "TriNet," "the Company," "we," "us" and "our" refer to TriNet Group, Inc., and its subsidiaries. This Form 10-Q contains statements that are not historical in nature, are predictive in nature, or that depend upon or refer to future events or conditions or otherwise contain forward-looking statements within the meaning of Section 21 of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. Forward-looking statements are often identified by the use of words such as, but not limited to, "ability," "anticipate," "believe," "can," "continue," "could," "design," "estimate," "expect," "forecast," "hope," "impact," "intend," "may," "outlook," "plan," "potential," "predict," "project," "seek," "should," "strategy," "target," "value," "will," "would" and similar expressions or variations intended to identify forward-looking statements. Examples of forward-looking statements include, among others, TriNet's expectations regarding: our ability to successfully diversify our overall service and technology offerings to support SMBs throughout their lifecycle; our plans and ability to grow our client base; the impact of our ongoing efforts to ensure that our billing practices best match the expectations of our customers and the impact on our WSE count; our expectations regarding medical utilization rates by our WSEs and the impact of inflation on our insurance costs; the effect that our stock repurchase program will have on our business; the impact of our notes; our ability to leverage our scale and industry HR experience to deliver vertical focused offerings; the impact of planned improvements to our technology platform and HRIS software and whether they will meet the needs of our current clients and attract new ones; the implementation of our ERP system and its impact on our internal financial controls and operations; our ability to improve operating efficiencies; the impact of our client service initiatives and whether they enhance client experience and satisfaction; our continued ability to provide access to a broad range of benefit programs on a cost-effective basis; our expectations regarding the volume and severity of insurance claims and insurance claim trends; the effectiveness of our risk strategies for, and management of, workers' compensation, health benefit insurance costs and deductibles, and EPLI risk; the metrics that may be indicators of future financial performance; the relative value of our benefit offerings versus those SMBs can independently obtain; the impact that our benefit offerings have for SMBs seeking to attract and retain employees; the principal competitive drivers in our market; the impact of our plans to improve our sales performance, grow net new clients and manage client attrition; our investment strategy and its impact on our ability to generate future interest income, net income, and Adjusted EBITDA; seasonal trends and their impact on our business; fluctuations in the period-to-period timing of when we incur certain operating expenses; the estimates and assumptions we use to prepare our financial statements; our belief we can meet our present and reasonably foreseeable cash needs and future commitments through existing liquid assets and continuing cash flows from corporate operating activities; and other expectations, outlooks and forecasts on our future business, operational and financial performance.

Important factors that could cause actual results, level of activity, performance or achievements to differ materially from those expressed or implied by these forward-looking statements are discussed above and throughout our Annual Report on Form 10-K for the year ended December 31, 2023 filed with the SEC on February 15, 2024 (our 2023 Form 10-K), including those appearing under the heading "Risk Factors" in Item 1A, and under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of our 2023 Form 10-K, and those appearing in the other periodic filings we make with the SEC, and including risk factors associated with: our ability to manage unexpected changes in workers' compensation and health insurance claims and costs by WSEs; our ability to mitigate the unique business risks we face as a co-employer; the effects of volatility in the financial and economic environment on the businesses that make up our client base; loss of clients for reasons beyond our control and the short-term contracts we typically use with our clients; the impact of regional or industry-specific economic and health factors on our operations; the impact of failures or limitations in the business systems and centers we rely upon; the impact of discontinuing our discretionary credits on our business and client loyalty and retention; changes in our insurance coverage or our relationships with key insurance carriers; our ability to improve our services and technology to satisfy client and regulatory expectations; our ability to effectively integrate businesses we have acquired or may acquire in the future; our ability to effectively manage and improve our operational effectiveness and resiliency; our ability to attract and retain qualified personnel; the effects of increased competition and our ability to compete effectively; the impact on our business of cyber-attacks, breaches, disclosures and other data-related incidents; our ability to protect against and remediate cyber-attacks, breaches, disclosures and other data-related incidents, whether intentional or inadvertent and whether attributable to us or our service providers; our ability to comply with evolving data privacy and security laws; our ability to manage changes in, uncertainty regarding, or adverse application of the complex laws and regulations that govern our business; changing laws and regulations governing health insurance and employee benefits; our ability to be recognized as an employer of worksite employees and for our benefits plans to satisfy all requirements under federal and state regulations; changes in the laws and regulations that govern what it means to be an employer, employee or independent contractor; the impact of new and changing laws regarding remote work; our ability to **comply with the licensing requirements that govern our solutions; the outcome of existing and future legal and tax**

## FORWARD LOOKING STATEMENTS AND OTHER FINANCIAL INFORMATION

comply with the licensing requirements that govern our solutions; the outcome of existing and future legal and tax proceedings; fluctuation in our results of operations and stock price due to factors outside of our control; our ability to comply with the restrictions of our credit facility and meet our debt obligations; and the impact of concentrated ownership in our stock by Atairos and other large stockholders. Any of these factors could cause our actual results to differ materially from our anticipated results.

Forward-looking statements are not guarantees of future performance but are based on management's expectations as of the date of this Form 10-Q and assumptions that are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements to be materially different from our current expectations and any past results, performance or achievements. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

The information provided in this Form 10-Q is based upon the facts and circumstances known as of the date of this Form 10-Q, and any forward-looking statements made by us in this Form 10-Q speak only as of the date of this Form 10-Q. We undertake no obligation to revise or update any of the information provided in this Form 10-Q, except as required by law.

The MD&A of this Form 10-Q includes references to our performance measures presented in conformity with GAAP and other non-GAAP financial measures that we use to manage our business, to make planning decisions, to allocate resources and to use as performance measures in our executive compensation plans. Refer to the Non-GAAP Financial Measures within our MD&A for definitions and reconciliations from GAAP measures.

### Website Disclosures

We use our website (www.trinet.com) to announce material non-public information to the public and to comply with our disclosure obligations under Reg FD. We also use our website to communicate with the public about our Company, our services, and other matters. Our SEC filings, press releases and recent public conference calls and webcasts can also be found on our website. The information we post on our website could be deemed to be material information under Reg FD. We encourage investors and others interested in our Company to review the information we post on our website. Information contained in or accessible through our website is not a part of this report.

Our Company is the sole owner of the trademark "TriNet" and other trademarks appearing in this report. Our Company does not intend to use or display trade names or trademarks owned by others in a manner that would imply any form of association with any of those companies.

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### Management's Discussion and Analysis of Financial Condition and Results of Operations

#### Executive Summary

##### Overview

TriNet is a leading provider of comprehensive and flexible HCM solutions designed to address a wide range of SMB needs as they change over time. Our flexible HCM solutions free SMBs from HR complexities and empower SMBs to focus on what matters most - growing their business and enabling their people.

TriNet offers access to human capital expertise, benefits, payroll, risk mitigation and compliance, all enabled by industry leading technology capabilities. TriNet's suite of products also includes services and software-based solutions to help streamline workflows by connecting HR, benefits, payroll, time and attendance, and employee engagement. Clients can use our industry tailored PEO services and technology platform to receive the full benefit of our HCM services enabling their WSEs to participate in our TriNet-sponsored employee benefit plans. Clients can alternatively choose to use our self-directed, cloud-based HRIS software solution and add HR services such as payroll and access to benefits management as needed. By providing PEO and HRIS services, we believe that we can support a wider range of SMBs and create a pipeline of HRIS clients that may be able to benefit from and transition to TriNet's higher-touch PEO services at future points in their business lifecycle. In order to better serve TriNet's customers throughout their business lifecycle, we are investing in our technology platform so that it can accommodate both PEO and HRIS customers.

##### Operational Highlights

Our consolidated results for the first quarter half of 2024 reflect our continuing efforts to serve our clients, attract new clients and invest in our platform.

During the three months ended March 31, 2024, So far in 2024, we:

- improved sales performance and customer retention,
- continued to grow total revenues and manage expenses prudently, with disciplined expense management in light of rising insurance costs.

- launched a repurchased approximately 1.25 million shares of our common stock dividend through our existing stock repurchase program,
- paid common stock dividends of \$0.25 per share paid in April and July 2024,
- welcomed Mike Simonds as our new President and CEO, and
- celebrated our ten-year anniversary as a NYSE-listed company.

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## MANAGEMENT'S DISCUSSION AND ANALYSIS

### Performance Highlights

Our results for the second quarter and first quarter ended March 31, 2024, half of 2024, when compared to the same period periods of 2023, are noted below:

Q1 Q2 2024

\$1.3B		\$122M		86%	
\$1.2B		\$80M		88%	
Total revenues		Total revenues		Operating income	Insurance cost ratio
1	1 % increase	(28) % decrease		4 % increase	
\$91M					
\$91M					
\$91M		\$1.78		\$111M	
\$60M					
\$60M					
\$60M		\$1.20		\$78M	
Net income		Net income		Diluted EPS	Adjusted Net income *
	(31) % decrease	(18) % decrease		(26) % decrease	
	(28) % decrease	(13) % decrease		(26) % decrease	
348,164					
348,164					
348,164		351,919		195,157	
351,455					
351,455					
351,455		354,028		191,220	
Average WSEs **		Average WSEs **		Total WSEs **	Average HRIS Users
	6 % increase	7 % increase		(16) % decrease	
	7 % increase	6 % increase		(13) % decrease	

\*

<p>* Non-GAAP measure. See definitions below under the heading <a href="#">"Non-GAAP Financial Measures"</a>.</p>	
<p>** Total WSEs and Average WSEs include approximately 19,600 and 17,600, respectively, for incremental WSEs that were charged a platform user access fee. Additionally, Total WSEs and Average WSEs include approximately 5,300 and 5,400, respectively, of incremental additional service recipients for the quarter ended March 31, 2024. These were identified as a result of our ongoing effort to ensure that our billing practices best match the expectations of our customers. For details, refer to the heading "Operating Metrics – Worksite Employees (WSEs)."</p>	
<p>Non-GAAP measure. See definitions below under the heading <a href="#">"Non-GAAP Financial Measures"</a>.</p>	
<p>** Total WSEs and Average WSEs include incremental WSEs that were charged a platform user access fee and incremental additional service recipients. These were identified as a result of our ongoing effort to ensure that our billing practices best match the expectations of our customers. For details, refer to the heading "Operating Metrics – Worksite Employees (WSEs)."</p>	

Our total revenues increased 1% compared to the same period in 2023, driven by rate increases partially offset by lower health plan enrollment.

During the **first****second** quarter of 2024, our Average WSEs and Total WSEs increased **6%****7%** and **7%****6%**, respectively, compared to the same period in 2023, primarily due to additional PEO Platform Users and additional service recipients identified as a result of our ongoing effort to ensure that our billing practices best match the expectations of our customers.

Our ICR was 4 points higher compared to the same period in 2023, driven by increased health benefits utilization rates and inflation in health **costs**. **costs**, partially offset by **favorable workers' compensation prior period claims development**.

Higher insurance costs **operating expenses** and interest expense, partially offset by higher revenues **and lower operating expenses**, resulted in decreases of net income and Adjusted Net income of **31%****28%** and 26%, respectively, as compared to the same period in 2023.

MANAGEMENT'S DISCUSSION AND ANALYSIS

YTD 2024

<b>\$2.5B</b>	<b>\$202M</b>	<b>87%</b>
<b>Total revenues</b>	<b>Operating income</b>	<b>Insurance cost ratio</b>
1 % increase	(24)% decrease	4 % increase
<b>\$152M</b>	<b>\$2.98</b>	<b>\$189M</b>
<b>Net income</b>	<b>Diluted EPS</b>	<b>Adjusted Net income *</b>
(29)% decrease	(16)% decrease	(26)% decrease
<b>349,810</b>	<b>354,028</b>	<b>193,188</b>
<b>Average WSEs **</b>	<b>Total WSEs **</b>	<b>Average HRIS Users</b>
7 % increase	6% increase	(13)% decrease
<p>* Non-GAAP measure. See definitions below under the heading <a href="#">"Non-GAAP Financial Measures"</a>.</p>		
<p>** Total WSEs and Average WSEs include incremental WSEs that were charged a platform user access fee and incremental additional service recipients. These were identified as a result of our ongoing effort to ensure that our billing practices best match the expectations of our customers. For details, refer to the heading "Operating Metrics – Worksite Employees (WSEs)."</p>		

MANAGEMENT'S DISCUSSION AND ANALYSIS

Results of Operations

The following table summarizes our results of operations for the **second quarter and first quarter ended March 31, 2024**, **half of 2024**, when compared to the same **period** **periods** of 2023. For details of the critical accounting judgments and estimates that could affect our Results of Operations, see the [Critical Accounting Judgments and Estimates](#) section within the MD&A in Item 7 of our 2023 Form 10-K.

Three Months Ended March 31,	Three Months Ended June 30,	Six Months Ended June 30,
------------------------------	-----------------------------	---------------------------



(in millions, except operating metrics data)	(in millions, except operating metrics data)				(in millions, except operating metrics data)					(in millions, except operating metrics data)				
	2024	2023	% Change		2024	2023	% Change		2024	2023	% Change			
Income Statement														
Data:														
Professional service revenues														
Professional service revenues														
Professional service revenues	\$ 214	\$ 205	4	4 %	\$ 186	\$ 177	5	5 %	\$ 400	\$ 382	5	5 %		
Insurance service revenues														
Total revenues														
Insurance costs														
Operating expenses														
Total costs and operating expenses														
Operating income														
Other income (expense):														
Interest expense, bank fees and other														
Interest expense, bank fees and other														
Interest expense, bank fees and other														
Interest income														
Income before provision for income taxes														
Income before provision for income taxes														
Income before provision for income taxes														
Income taxes														
Net income	Net income	\$ 91	\$ 131	(31)	(31)%	Net income	\$ 60	\$ 83	(28)	(28)%	\$ 152	\$ 214	(29)	(29)%
Cash Flow Data:														
Cash Flow Data:														
Cash Flow Data:														
Net cash used in operating activities														
Net cash used in operating activities														
Net cash used in operating activities														
Net cash provided by (used in) operating activities														
Net cash provided by (used in) operating activities														
Net cash provided by (used in) operating activities														
Net cash used in investing activities														
Net cash provided by (used in) financing activities														
Net cash used in financing activities								(178)	(100)			78	%	
Non-GAAP measures (1):														
Non-GAAP measures (1):														
Non-GAAP measures (1):														
Adjusted EBITDA														
Adjusted EBITDA														



Non-GAAP Measure	Definition	How We Use The Measure
<i>Adjusted EBITDA</i>	<ul style="list-style-type: none"> <li>Net income, excluding the effects of: <ul style="list-style-type: none"> <li>- income tax provision,</li> <li>- interest expense, bank fees and other,</li> <li>- depreciation,</li> <li>- amortization of intangible assets,</li> <li>- stock based compensation expense,</li> <li>- amortization of cloud computing arrangements, and</li> <li>- transaction and integration costs.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Provides period-to-period comparisons on a consistent basis and an understanding as to how our management evaluates the effectiveness of our business strategies by excluding certain non-recurring costs, which include transaction and integration costs, as well as certain non-cash charges such as depreciation and amortization, and stock-based compensation and certain impairment charges recognized based on the estimated fair values. We believe these charges are either not directly resulting from our core operations or not indicative of our ongoing operations.</li> <li>Enhances comparisons to the prior period and, accordingly, facilitates the development of future projections and earnings growth prospects.</li> <li>Provides a measure, among others, used in the determination of incentive compensation for management.</li> <li>We also sometimes refer to Adjusted EBITDA margin, which is the ratio of Adjusted EBITDA to total revenues.</li> </ul>
<i>Adjusted Net Income</i>	<ul style="list-style-type: none"> <li>Net income, excluding the effects of: <ul style="list-style-type: none"> <li>- effective income tax rate <sup>(1)</sup>,</li> <li>- stock based compensation,</li> <li>- amortization of intangible assets, net,</li> <li>- non-cash interest expense,</li> <li>- transaction and integration costs, and</li> <li>- the income tax effect (at our effective tax rate <sup>(1)</sup> of these pre-tax adjustments.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Provides information to our stockholders and board of directors to understand how our management evaluates our business, to monitor and evaluate our operating results, and analyze profitability of our ongoing operations and trends on a consistent basis by excluding certain non-cash charges.</li> </ul>
<i>Corporate Operating Cash Flows</i>	<ul style="list-style-type: none"> <li>Net cash provided by (used in) operating activities, excluding the effects of: <ul style="list-style-type: none"> <li>- Assets associated with WSEs and TriNet Trust (accounts receivable, with our WSEs, WSEs and TriNet Trust, unbilled revenue, prepaid expenses, other payroll assets and other current assets) and</li> <li>- Liabilities associated with WSEs and TriNet Trust (client deposits and other client liabilities, accrued wages, payroll tax liabilities and other payroll withholdings, accrued health insurance costs, accrued workers' compensation costs, insurance premiums and other payables, and other current liabilities).</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Provides information that our stockholders and management can use to evaluate our cash flows from operations independent of the current assets and liabilities associated with WSEs, WSEs and TriNet Trust.</li> <li>Enhances comparisons to prior periods and, accordingly, used as a liquidity measure to manage liquidity between corporate and WSE and TriNet Trust related activities, and to help determine and plan our cash flow and capital strategies.</li> </ul>

(1) Non-GAAP effective tax rate is 25.6% for the first second quarters and full years of 2024 and 2023, which excludes the income tax impact from stock-based compensation, changes in uncertain tax positions, and nonrecurring benefits or expenses from federal legislative changes.

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### Reconciliation of GAAP to Non-GAAP Measures

The table below presents a reconciliation of Net income to Adjusted EBITDA:

		Three Months Ended March 31,		Three Months Ended March 31,	
		Three Months Ended March 31,		Three Months Ended March 31,	
		Three Months Ended March 31,		Three Months Ended March 31,	
(in millions)					
(in millions)					
		Three Months Ended June 30,		Six Months Ended June 30,	
(in millions)	(in millions)	2024	2023	2024	2023
Net income					
Net income					

Net income																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						</
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The table below presents a reconciliation of Net income to Adjusted Net Income:

		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
(in millions)					
(in millions)					
		Three Months Ended June 30,		Six Months Ended June 30,	
(in millions)	(in millions)	2024	2023	2024	2023
Net income					
Net income					
Net income					
Effective income tax rate adjustment					
Effective income tax rate adjustment					
Effective income tax rate adjustment					
Stock based compensation					
Stock based compensation					
Stock based compensation					
Amortization of other intangible assets, net					
Amortization of other intangible assets, net					
Amortization of other intangible assets, net					
Transaction and integration costs					
Transaction and integration costs					
Non-cash interest expense					
Transaction and integration costs					
Income tax impact of pre-tax adjustments					
Income tax impact of pre-tax adjustments					
Income tax impact of pre-tax adjustments					

Adjusted Net Income
Adjusted Net Income
Adjusted Net Income

The table below presents a reconciliation of net cash provided by operating activities to Corporate Operating Cash Flows:

(in millions)	Three Months Ended March 31,	
	2024	2023
Net cash used in operating activities	\$ (122)	\$ (77)
Less: Change in WSE related other current assets	(420)	(178)
Less: Change in WSE related liabilities	97	(68)
Net cash used in operating activities - WSE	\$ (323)	\$ (246)
Net cash provided by operating activities - Corporate	\$ 201	\$ 169

(in millions)	Six Months Ended June 30,	
	2024	2023
Net cash provided by (used in) operating activities	\$ (245)	\$ 67
Less: Change in WSE & TriNet Trust related other current assets	(439)	89
Less: Change in WSE & TriNet Trust related current liabilities	64	(277)
Net cash used in operating activities - WSE & TriNet Trust	\$ (375)	\$ (188)
Net cash provided by operating activities - Corporate	\$ 130	\$ 255

Beginning in the second quarter of 2024, we have included the changes in the assets and liabilities of the TriNet Trust from cash provided by (used in) operating activities for our WSEs because the underlying cash flows of the TriNet Trust are related to the same type of payroll and payroll related liabilities as our WSE cash flows.

MANAGEMENT’S DISCUSSION AND ANALYSIS

Operating Metrics

Worksite Employees (WSE)

Average WSE change is a volume measure we use to monitor the performance of our PEO business. Our PEO clients generally change their payroll service providers at the beginning of the payroll tax and benefits enrollment year; as a result, we have historically experienced our highest volumes of new PEO clients joining and existing clients terminating in the month of January. PEO client attrition, new PEO client additions and changes in employment levels within our installed PEO client base all impact our Average WSEs and Total WSEs as we move through a calendar year.

We support WSEs from the date on which their co-employment with TriNet commences through the end of their co-employment with TriNet and also after their co-employment period. We define WSEs to include co-employees and other individuals receiving PEO services, such as individuals who receive COBRA benefits post co-employment or are subject to partnership tax reporting as well as individuals who utilize our PEO platform on behalf of TriNet PEO clients. As part of an ongoing effort to ensure that our billing practices best match the expectations of our customers, in the third quarter of 2023 we determined that certain individuals such as those described above and certain co-employees were not previously or consistently counted in Total WSEs and Average WSEs. This resulting adjustment increased our reported Total WSEs by approximately 5,300 5,500 for March 31, 2024 June 30, 2024 and Average WSEs by approximately 5,500 for the second quarter of 2024 and 5,400 for the first quarter half of 2024. We intend to continue our ongoing effort to ensure that our billing practices best match the expectations of our customers and in the future we may identify additional individuals that should be included in Total WSEs and Average WSEs.

In December 2023, we implemented a platform user access fee to charge clients for those users of our PEO platform that may not be co-employed by us and to charge clients for co-employees for whom payroll may not be regularly run. In addition to co-employees for whom payroll may not be regularly run, this includes individuals authorized by our clients to access and use the PEO platform for functions such as bookkeeping and benefits management. The amount of the fee is comparable to the fee we charge for users of our HRIS platform. While the amount of revenue we recognized for this service to date has not been significant, these users of the PEO platform for whose access we charged this fee increased our reported Total WSEs by approximately 19,600 18,300 as of March 31, 2024 June 30, 2024 and Average WSEs by approximately 17,600 18,500 for the second quarter of 2024 and 18,000 for the first quarter half of 2024.

The effect of this new fee is that we are now receiving revenue from two types of users on our PEO platform, those that are co-employed in our PEO business and those that are utilizing our PEO platform, albeit in a more limited capacity. The table below illustrates how those two components comprise our Total WSE and Average WSE metrics.

	Three Months Ended March 31,		% Change		Three Months Ended June 30,		Six Months Ended June 30,		% Change	
	2024		2024	2023	2024	2023			Q2 2024 vs. Q2 2023	YTD 2024 vs. YTD 2023
Average WSEs										
Average WSEs										
Average WSEs	351,455	327,376	327,376	349,810	349,810	327,242	327,242	7	7	%
Co-Employed										
Co-Employed										
PEO Platform										
Users	18,489		N/A	18,044		N/A		N/A		N/A
Total WSEs										
Co-Employed										
PEO Platform										
Users	18,260		N/A	N/A	18,260		N/A	N/A		N/A
PEO Platform										
Users										
PEO Platform										
Users										
Total WSEs										
Total WSEs										
Total WSEs										
Co-Employed										
Co-Employed										
Co-Employed										
PEO Platform										
Users										
PEO Platform										
Users										
PEO Platform										
Users										

Average WSEs increased 6% 7% when comparing the first second quarter of 2024 to the same period in 2023, primarily due to the additional Co-Employed co-employed and PEO Platform Users WSEs platform users described above. The growth in Average WSEs was driven by our Main Street, Non-Profit and Financial Services verticals, partially offset by decreases From a vertical perspective, declines in our Technology and Professional Services verticals were largely offset by increases in our Main Street and Non-Profit verticals.

Total WSEs can be used to estimate our beginning WSEs for the next period and, as a result, can be used as an indicator of our potential future success in generating revenue, growing our business and retaining clients. Total WSEs increased 7% 6% when compared to the same period in 2023, primarily due to the additional Co-Employed co-employed and PEO Platform platform Users WSEs described above.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Anticipated revenues for future periods can diverge from the revenue expectation derived from Average WSEs or Total WSEs due to pricing differences across our HCM solutions and services and the degree to which clients and WSEs elect to participate in our solutions during future periods. In addition to focusing on growing our Average WSE

MANAGEMENT'S DISCUSSION AND ANALYSIS

and Total WSE counts, we also focus on pricing strategies, benefit participation and service differentiation to expand the value we provide to our clients and our resulting revenue opportunities. We report the impact of client and WSE participation differences as a change in mix.

We continue to invest in efforts intended to enhance client experience, improve our new sales performance, and manage client attrition, through product development as well as operational and process improvements. As we continue our work in combining our PEO platform and our HRIS SaaS capabilities into a single platform, these various types of TriNet users will all be served from the same platform. In addition to focusing on retaining and growing our WSE base, we continue to review acquisition opportunities that would expand our product offering and provide further scale.

Screenshot 2024-07-16 142721.jpg

HRIS Users

Average HRIS Users is a volume measure we use to monitor the performance of our cloud-based HRIS services. Average HRIS Users for the first second quarter of 2024 and 2023, was 195,157, 191,220, and 231,347, 219,026, respectively. Average HRIS Users for the first half of 2024 and 2023, was 193,188, and 223,155, respectively. This decline is being primarily driven by both higher client attrition as compared in addition to new client additions and lower hiring decreased staffing by HRIS clients similar to SMB hiring trends that we have observed in our PEO business.

Insurance Cost Ratio (ICR)

ICR is a performance measure calculated as the ratio of insurance costs to insurance service revenues. We believe that ICR promotes an understanding of our insurance cost trends and our ability to align our relative pricing to risk performance.

We purchase workers' compensation and health benefits coverage for our WSEs. Under the insurance policies for this coverage, we bear claims costs up to a defined deductible amount. Our insurance costs, which comprise a significant portion of our overall costs, are significantly affected by our WSEs' health and workers' compensation insurance claims experience. We set our insurance service fees for workers' compensation and health benefits in advance for fixed benefit periods. As a result, any increases in insurance costs above our projections, will be reflected as a higher ICR, and result in lower net income. Decreases Any decreases in insurance costs below our projections, will be reflected as a lower ICR and result in higher net income, but and can also be an indicator that insurance costs are developing more slowly than our projections, which are reflected in our fees, and this can have a negative impact over time on client retention and new sales.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Under our fully-insured workers' compensation insurance policies, we assume the risk for losses up to \$1 million per claim occurrence (deductible layer). The ultimate cost of the workers' compensation services provided cannot be known until all the claims are settled. Our ability to predict these costs is limited by unexpected increases in frequency or severity of claims, which can vary due to changes in the cost of treatments or claim settlements.

Under our risk-based health insurance policies, we assume the risk of variability in future health claims costs for our enrollees. This variability typically results from changing trends in the volume, severity and ultimate cost of medical and pharmaceutical claims, due to changes to the components of medical cost trend, which we define as changes in participant use of services, including the introduction of new treatment options, changes in treatment guidelines and mandates, and changes in the mix, cost of providing treatment and timing of services provided to plan participants. These trends change, and other seasonal trends and variability may develop. As a result, it is difficult for us to predict our insurance costs with accuracy and a significant increase in these costs could have a material adverse effect on our business.

(in millions)	(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
		2024	2023	2024	2023
(in millions)					
(in millions)					
(in millions)					
Insurance costs					
Insurance costs					
Insurance costs					
Insurance service revenues					
Insurance service revenues					
Insurance service revenues					

Insurance Cost Ratio									
Insurance Cost Ratio									
Insurance Cost Ratio	Insurance Cost Ratio	88	%	84	%	87	%	83	%

ICR increased for the second quarter and first quarter half of 2024 as compared to the same period periods in 2023, primarily driven by higher insurance costs. Insurance costs increased due to higher costs associated with medical services utilization, in particular pharmacy costs both inpatient and outpatient services, services as well as pharmacy costs. This was partially offset by favorable prior period development in workers' compensation.

Total Revenues

Our revenues consist of PSR and ISR. PSR represents fees charged to clients for processing payroll-related transactions on behalf of our PEO and HRIS clients, access to our HR expertise and technology, employment and benefit law compliance services, other HR-related and tax credit filing services and fees charged to access our cloud-based HRIS services. ISR consists of insurance-related billings and administrative fees collected from PEO clients and withheld from WSEs for workers' compensation insurance and health benefit insurance plans provided by third-party insurance carriers.

Monthly total revenues per Average WSE is a measure we use to monitor our PEO pricing strategies. This measure was flat during the second quarter and first quarter half of 2024 compared to the same period periods in 2023.

We also use the following measures to further analyze changes in total revenue:

- Volume - the percentage change in period over period co-employed Average WSEs,
- Rate - the combined weighted average percentage changes in service fees for each vertical service and changes in service fees associated with each insurance service offering,
- Mix - the change in composition of Average WSEs within our verticals combined with the composition of our enrolled WSEs within our insurance service offerings and the composition of products and services our clients receive, including TriNet Clarus R+D, and
- HRIS - incremental HRIS cloud services revenue.

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MANAGEMENT'S DISCUSSION AND ANALYSIS

1417 142 549755816558

PSR  
ISR - % represents proportion of insurance service revenues to total revenues  
\*Total revenues generated from PEO services only

54975581546 549755815467

The increase in total revenue for the second quarter and first quarter half of 2024 was primarily driven by higher Average WSEs and rate increases, partially offset by lower health plan enrollment.

Operating Income

Our operating income consists of total revenues less insurance costs and OE. Our insurance costs include insurance premiums for coverage provided by insurance carriers, expenses for claims costs and risk management and administrative services, and changes in accrued costs related to contractual obligations with our workers' compensation and health benefit carriers. Our OE consists primarily of our colleagues' compensation related expenses, which includes payroll, payroll taxes, SBC, bonuses, commissions and other payroll-and benefits-related costs.

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MANAGEMENT'S DISCUSSION AND ANALYSIS

The table below provides a view of the changes in components of operating income for the second quarter and first quarter half of 2024, as compared to the same period periods in 2023.



(in millions)

\$169.97 First Second Quarter 2023 Operating Income	
+18.17	Higher total revenues primarily driven by higher Average WSEs and rate increases from our PEO services, partially offset by lower health plan enrollment.
-55.48	Higher insurance costs primarily driven by higher health insurance utilization and rate cost inflation.
-10.14	OE increased/decreased due to higher compensation expenses partially offset by lower transaction and integration costs and discretionary spending. spending, partially offset by higher compensation expenses.
\$122.80 First Second Quarter 2024 Operating Income	

(in millions)

\$267 YTD 2023 Operating Income	
+35	Higher total revenues primarily driven by higher Average WSEs and rate increases from our PEO services, partially offset by lower health plan enrollment.
-103	Higher insurance costs primarily driven by higher health insurance utilization and cost inflation.
+3	OE decreased due to lower transaction and integration costs and discretionary spending, partially offset by higher compensation expenses.
\$202 YTD 2024 Operating Income	

MANAGEMENT'S DISCUSSION AND ANALYSIS

Professional Service Revenues

Our PEO and HRIS clients are primarily billed on a fee per WSE or HRIS User per month per transaction. Our vertical approach provides us the flexibility to offer our PEO clients in different industries with varied services at different prices, which we believe potentially reduces the value of solely using Average WSE and Total WSE counts as indicators of future potential revenue performance.

PSR from PEO Services customers and HRIS cloud services clients was as follows:

		Three Months Ended March 31,	
		Three Months Ended March 31,	
		Three Months Ended March 31,	
(in millions)			
(in millions)			
		Three Months Ended June 30,	
		Six Months Ended June 30,	
(in millions)	(in millions)	2024	2023
		2024	2023
PEO Services			
PEO Services			
PEO Services			
HRIS Cloud Services			
HRIS Cloud Services			
HRIS Cloud Services			
Total			
Total			
Total			

We also analyze changes in PSR with the following measures:

- Volume - the percentage change in period over period co-employed Average WSEs,
- Rate - the weighted average percentage change in fees for each vertical,
- Mix - the change in composition of Average WSEs across our verticals and the composition of products and services our clients receive, including TriNet Clarus R+D, and
- HRIS - incremental HRIS cloud services revenue.

943944

549755815111549755815113

The increase in PSR for the second quarter and first quarter half of 2024 was primarily driven by higher Average WSEs and rates, partially offset by changes in composition of Average WSEs across our verticals and rate increases.

TRINET182024 Q2 FORM 10-Q

the composition of products and services our clients receive, including TriNet Clarus R+D.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Insurance Service Revenues

ISR consists of insurance services-related billings and administrative fees collected from PEO clients and withheld from WSE payroll for health benefits and workers' compensation insurance provided by third-party insurance carriers.

We use the following measures to analyze changes in ISR:

- Volume - the percentage change in period over period co-employed Average WSEs,
- Rate - the weighted average percentage change in fees associated with each of our insurance service offerings, and
- Mix - all other changes including the composition of our enrolled WSEs within our insurance service offerings (health plan enrollment).

TRINET162024 Q1 FORM 10-Q

65656

MANAGEMENT'S DISCUSSION AND ANALYSIS

734549755814678549755814680

The increase in ISR for the second quarter and first quarter half of 2024 was primarily driven by higher Average WSEs and rate increases, partially offset by lower health plan enrollment.

Insurance Costs

Insurance costs include insurance premiums for coverage provided by insurance carriers, payments for claims costs and expenses for other risk management and administrative services, reimbursement of claims payments made by insurance carriers or third-party administrators below a predefined deductible limit, and changes in accrued costs related to contractual obligations with our workers' compensation and health benefit carriers.

We use the following measures to analyze changes in insurance costs:

- Volume - the percentage change in period over period co-employed Average WSEs,

TRINET192024 Q2 FORM 10-Q

MANAGEMENT'S DISCUSSION AND ANALYSIS

- Rate - the weighted average percentage change in cost trend associated with each of our insurance service offerings, and
- Mix - all other changes including the composition of our enrolled WSEs within our insurance service offerings (health plan enrollment).

859860

549755815012549755815014

Insurance costs increased for the second quarter and first quarter half of 2024, primarily due to higher utilization primarily due to prescription of inpatient and outpatient services, as well as inflationary increases in increased rates paid for services, those services and an increase in pharmacy utilization with a shift to higher cost prescription medications. This was partially offset by favorable workers' compensation prior period claims development and lower health plan enrollment.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Operating Expenses

OE includes COPS, S&M, G&A, SD&P, and D&A.

We had approximately 3,600 3,700 colleagues as of March 31, 2024 June 30, 2024 primarily across the U.S. but also in , India and Canada. Compensation costs for our colleagues include payroll, payroll taxes, SBC, bonuses, commissions and other payroll- and benefits-related costs. Compensation-related expense represented 68% and 65% 63% of our OE in the second quarters of 2024 and 2023 and 68% and 64% in the first quarters half of 2024 and 2023, respectively.

Transaction and integration costs associated with our acquisitions of Zenefits and Clarus R+D are included in G&A. These costs include advisory, legal, and employee retention costs tied to ongoing employment.

During the second quarter and first quarter half of 2024, , OE increased 4% decreased 6% and 1% respectively, when compared to the same period periods in 2023. The ratio of OE to total revenues was 19% for the second quarter and first quarters half of 2024 and 2023. 2024.

790 791 792

% represents portion of compensation related expense  
included in operating expenses

We analyze and present our OE based upon the business functions COPS, S&M, G&A and SD&P and D&A. The charts below provide a view of the expenses of the business functions. Dollars are presented in millions and percentages represent year-over-year period-over-period change.

1052 1053 1054 1055 1056

MANAGEMENT'S DISCUSSION AND ANALYSIS

(in millions)

\$225 244 Q1 Q2 2023 Operating Expenses

- 4 COPS decreased due to lower compensation expense.
- +2 S&M increased slightly, driven primarily by higher compensation to support our sales force, partially offset by lower advertising costs.
- 13 G&A decreased due to lower consulting and transaction and integration costs.
- SD&P was consistent with the prior period.
- +1 D&A was consistent with the prior period.

\$230 Q2 2024 Operating Expense

(in millions)

\$468 YTD 2023 Operating Expenses

- 2 COPS increased slightly decreased due to higher lower compensation expense.
- +3 5 S&M increased, driven primarily by higher compensation to support our sales force, together with higher corporate events expenses, partially offset by lower advertising costs.
- +5 -8 G&A increased decreased due to higher compensation expense lower consulting and transaction and integration costs partially offset by lower transaction and integration higher compensation expense.
- +1 SD&P was consistent with the prior period as higher compensation expense was offset by lower consulting technology expense.
- +1 D&A was consistent with the prior period.

\$235 465 Q1 YTD 2024 Operating Expense

MANAGEMENT'S DISCUSSION AND ANALYSIS

The primary spend type drivers to the changes in our OE are presented below:

1137

549755815035

Other Income (Expense)

Other income (expense) consists primarily of interest income from cash and investments and interest expense on our outstanding debt.

160171

Interest

MANAGEMENT'S DISCUSSION AND ANALYSIS

The lower interest income for the second quarter and first quarter half of 2024 was consistent with primarily due to holding less cash and investments as we initiated our quarterly dividends and executed on a significant amount of stock buybacks over the prior period. past year, including a public tender offer in the third quarter of 2023. The higher interest expense, bank fees and other for the first second quarter of 2024 was primarily due to the additional interest on our 2031 Notes issued in the third quarter of 2023.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Income Taxes

Our ETR was 25% for the second quarter of 2024 and 2023 and 26% and 27% for the first quarter half of 2024 and 2023. 2023, respectively. The increase decrease in tax benefits related to stock-based compensation from rates for the first quarter half of 2024 compared to the same period in 2023 was offset by primarily due to an increase in non-deductible compensation in the first quarter of 2024. excludable income for state tax purposes.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Liquidity and Capital Resources

Liquidity

Liquidity is a measure of our ability to access sufficient cash flows to meet the short-term and long-term cash requirements of our business operations. Our principal source of liquidity for operations is derived from cash provided by operating activities. We rely on cash provided by operating activities to meet our short-term liquidity requirements, which primarily relate to the payment of corporate payroll and other operating costs, and capital expenditures. Our cash flow related to WSE payroll and benefits is generally matched by advance collection from our PEO clients. To minimize the credit risk associated with remitting the payroll and associated taxes and benefits costs, we require PEO clients to prefund the payroll and related payroll taxes and benefits costs.

Included in our balance sheets are assets and liabilities resulting from transactions directly or indirectly associated with WSEs, including payroll and related taxes and withholdings, our sponsored workers' compensation and health insurance programs, and other benefit programs. Although we are not subject to regulatory restrictions that require us to do so, we

distinguish and manage our corporate assets and liabilities separately from those current assets and liabilities held by us to satisfy our employer obligations associated with our WSEs WSEs.

In December of 2023, TriNet created a trust for the purpose of holding funds provided by HRIS clients for the remittance to HRIS Users, tax authorities and other recipients. This trust is consolidated into our financial statements. During the first quarter of 2024, TriNet Trust assumed ownership and responsibility of certain bank accounts that hold HRIS client funds. The associated cash is reflected on our balance sheet as follows: restricted cash and the associated liabilities are classified as accrued wages, payroll tax liabilities and other payroll withholdings, and client deposits and other client liabilities and assumed related liabilities. As of June 30, 2024, the balance of restricted cash in TriNet Trust was \$91 million. Beginning in the second quarter of 2024, we include the assets and liabilities related to the TriNet Trust in the "WSE & TriNet Trust" category because the underlying cash flows of TriNet Trust are related to the same type of payroll and payroll related liabilities as our WSE cash flows.

March 31, 2024				December 31, 2023										
June 30, 2024				December 31, 2023										
(in millions)	(in millions)	Corporate	WSE	Total	Corporate	WSE	Total	(in millions)	Corporate	WSE & TriNet Trust	Total	Corporate	WSE & TriNet Trust	Total
Current assets:														
Cash and cash equivalents														
Cash and cash equivalents														
Cash and cash equivalents														
Investments														
Restricted cash, cash equivalents and investments														
Other current assets														
Total current assets														
Total current liabilities														
Total current liabilities														
Total current liabilities														
Working capital														
Working capital														
Working capital														

As of March 31, 2024 June 30, 2024, we did not have any material off-balance sheet arrangements that are reasonably likely to have a current or future effect on our financial condition, results of operations, liquidity, capital expenditures or capital resources.

Working capital for WSEs and TriNet Trust related activities

We designate funds to ensure that we have adequate current assets to satisfy our current obligations associated with WSEs. We manage our WSE payroll and benefits obligations through collections of payments from our clients which generally occur two to three days in advance of client payroll dates. We regularly review our short-term obligations associated with our WSEs (such as payroll and related taxes, insurance premium and claim payments) and designate funds required to fulfill these short-term obligations, which we refer to as PFC. PFC is included in current assets as restricted cash, cash equivalents and investments.

We manage our sponsored benefit and workers' compensation insurance obligations by maintaining collateral funds in restricted cash, cash equivalents and investments. These collateral amounts are generally determined at the beginning of each plan year and we may be required by our insurance carriers to adjust our collateral balances when facts and circumstances change. We regularly review our collateral balances with our insurance carriers and anticipate funding further collateral in the future based upon our capital requirements. We classify our restricted cash, cash equivalents and investments as current and noncurrent assets to match against the anticipated timing of payments to carriers.

MANAGEMENT'S DISCUSSION AND ANALYSIS

cash, cash equivalents and investments as current and noncurrent assets to match against the anticipated timing of payments to carriers.

Working capital for corporate purposes

Corporate working capital as of March 31, 2024 increased \$56 million June 30, 2024 decreased \$12 million from December 31, 2023, primarily due to the increases decreases in our corporate unrestricted cash and cash equivalents investments and other current assets, which was driven by our cash used in financing activities partially offset by our cash flows from operations. The increase in restricted cash, cash equivalents and investments was largely offset by the increase in total current liabilities. These increases were primarily driven by the contribution of HRIS assets into our trust. Refer to Note 1 in Item 1 of this Form 10-Q for more details.

In December of 2023, TriNet created a trust for the purpose of holding funds provided by HRIS clients for the remittance to HRIS Users, tax authorities and other recipients. This trust is consolidated into our financial statements. During the first quarter of 2024, the trust assumed ownership and responsibility of certain bank accounts that hold HRIS client funds. The associated cash is reflected on our balance sheet as restricted cash and the associated liabilities are classified as accrued wages, payroll tax liabilities and other payroll withholdings, and client deposits and other client liabilities and assumed the related liabilities. As of March 31, 2024, the balance of restricted cash in the trust was \$113 million.

We use our available cash and cash equivalents to satisfy our operational and regulatory requirements and to fund capital expenditures. We believe that we can meet our present and reasonably foreseeable operating cash needs and future commitments through existing liquid assets, continuing cash flows from corporate operating activities and the potential issuance of debt or equity securities. We hold both corporate cash and cash associated with WSEs across multiple financial institutions to reduce concentrations of counterparty risk. We believe our existing corporate cash and cash equivalents and positive working capital will be sufficient to meet our working capital expenditure needs for at least the next twelve months.

## Cash Flows

The following table presents our cash flow activities for the stated periods:

	Three Months Ended March 31,						Six Months Ended June 30,					
(in millions)	(in millions)			2024			2023			(in millions)		
	Corporate			Corporate	WSE	Total	Corporate	WSE	Total	Corporate	WSE & TriNet Trust	Total
Net cash provided by (used in):	Net cash provided by (used in):						Net cash provided by (used in):					
Operating activities												
Investing activities												
Financing activities												
<b>Net increase (decrease) in cash and cash equivalents, unrestricted and restricted</b>												
<b>Net increase (decrease) in cash and cash equivalents, unrestricted and restricted</b>												
<b>Net increase (decrease) in cash and cash equivalents, unrestricted and restricted</b>												
Cash and cash equivalents, unrestricted and restricted:												
<b>Beginning of period</b>												
<b>Beginning of period</b>												
<b>Beginning of period</b>												
<b>End of period</b>												
Net increase (decrease) in cash and cash equivalents:												
Net increase (decrease) in cash and cash equivalents:												
Net increase (decrease) in cash and cash equivalents:												
Unrestricted												
Unrestricted												
Unrestricted												
Restricted												

### Operating Activities

Components of net cash **used in** provided by (used in) operating activities are as follows:

	Three Months Ended March 31,			Six Months Ended June 30,		
(in millions)	(in millions)			(in millions)		
	2024	2023		2024	2023	
<b>Net cash used in operating activities:</b>						
<b>Net cash used in operating activities - WSE</b>						
<b>Net cash provided by (used in) operating activities:</b>						
<b>Net cash used in operating activities - WSE &amp; TriNet Trust</b>						
<b>Net cash provided by operating activities - Corporate</b>						

The year-over-year change in net cash used in operating activities for WSE & TriNet Trust purposes was primarily driven by timing of client payments, payments of payroll and payroll taxes and insurance claim activities. We expect the changes in restricted cash and cash equivalents to correspond to WSE & TriNet Trust cash provided by (or used in) operations as we manage our obligations associated with WSEs and HRIS Users through restricted cash.

Our corporate operating cash flows in the first half of June 30, 2024 decreased, when compared to the same periods in 2023, primarily due to the timing of our payments of corporate obligations.

## MANAGEMENT'S DISCUSSION AND ANALYSIS

restricted cash and cash equivalents to correspond to WSE cash provided by (or used in) operations as we manage our obligations associated with WSEs through restricted cash.

Our corporate operating cash flows in the three months ended March 31, 2024 increased, when compared to the same period in 2023, primarily due to the timing of our payments of corporate obligations.

### Investing Activities

Cash used in investing activities for the periods presented below primarily consisted of purchases of investments, capital expenditures and acquisition of business, partially offset by proceeds from the sale and maturity of investments.

	Three Months Ended March 31,		Six Months Ended June 30,			
(in millions)	(in millions)	2024	2023	(in millions)	2024	2023
<b>Investments:</b>						
Purchases of investments						
Purchases of investments						
Purchases of investments						
Proceeds from sale and maturity of investments						
<b>Cash used in investments</b>						
<b>Cash used in investments</b>						
<b>Cash used in investments</b>						
<b>Cash used in capital expenditures</b>						
Acquisitions of property and equipment and software						
<b>Cash used in capital expenditures</b>						
Acquisitions of property and equipment and software						
Acquisitions of property and equipment and software						
<b>Cash used in capital expenditures</b>						
<b>Cash used in investing activities</b>						

### Investments

We invest a portion of available cash in investment-grade securities with effective maturities less than five years that are classified on our balance sheets as investments. We consider industry and issuer concentrations in our investment policy.

We also invest funds held as collateral to satisfy our long-term obligation towards workers' compensation liabilities. These investments are classified on our balance sheets as restricted cash, cash equivalents and investments. We review the amount and the anticipated holding period of these investments regularly in conjunction with our estimated long-term workers' compensation liabilities and anticipated claims payment trend. At March 31, 2024 June 30, 2024, our investments had a weighted average duration of less than two years and an average S&P credit rating of AA+. AA.

As of March 31, 2024 June 30, 2024, we held approximately \$1.8 billion \$1.5 billion in restricted and unrestricted cash, cash equivalents and investments, of which \$298 million \$177 million was unrestricted cash and cash equivalents and \$246 million \$228 million was unrestricted investments. Refer to Note 2 in the condensed consolidated financial statements and related notes included in this Form 10-Q.

### Capital Expenditures

During the three months ended March 31, 2024 first half of 2024 and 2023, we continued to make investments in software and hardware and we enhanced our existing service offerings and technology platform. We expect capital investments in our software and hardware to continue in the future.

### Financing Activities

Net cash provided by (used in) used in financing activities in the three months ended March 31, 2024 first half of 2024 and 2023 consisted of our debt and equity-related activities.

(in millions)	Three Months Ended March 31,		Six Months Ended June 30,			
	(in millions)	2024	2023	(in millions)	2024	2023
Financing activities						
Repurchase of common stock, net of issuance costs						
Repurchase of common stock, net of issuance						
Repurchase of common stock, net of issuance costs						

Repurchase of common stock, net of issuance
Repurchase of common stock, net of issuance costs
Repurchase of common stock, net of issuance
Draw down from revolving credit agreement borrowings
Draw down from revolving credit agreement borrowings
Draw down from revolving credit agreement borrowings
Repayment of revolving credit agreement borrowings
Cash provided by (used in) financing activities
Dividends paid
Cash used in financing activities

In February 2023, our board of directors authorized a \$300 million incremental increase to our ongoing stock repurchase program initiated in May 2014. In July 2023, our board of directors authorized a further \$1 billion incremental increase to this stock repurchase program. We use this program to return value to our stockholders and to offset dilution from the issuance of stock under our equity-based incentive plan and employee purchase plan.

MANAGEMENT'S DISCUSSION AND ANALYSIS		
<p>On August 28, 2023, we completed a public tender offer through which we repurchased 5,981,308 shares of common stock at a price of \$107.00 per share, for total consideration of approximately \$640 million. On September 13, 2023, we repurchased 3,364,486 shares of common stock at a price of \$107.00 per share, for total</p>		
TRINET	27	2024 Q2 FORM 10-Q

MANAGEMENT'S DISCUSSION AND ANALYSIS		
<p>consideration of approximately \$360 million, through a private repurchase from our largest stockholder, Atairos Group, Inc.</p> <p>During the <b>three months ended March 31, 2024</b>, <b>first half of 2024</b>, we repurchased <b>197,872</b> <b>1,254,318</b> shares of our common stock for approximately <b>\$23 million</b> <b>\$134 million</b> through our existing stock repurchase program in addition to <b>59,249</b> <b>52,149</b> shares acquired to satisfy tax withholding obligations related to SBC vesting. As of <b>March 31, 2024</b> <b>June 30, 2024</b>, approximately <b>\$409 million</b> <b>\$299 million</b> remained available for repurchase under all authorizations by our board of directors. We plan to use current cash and cash generated from ongoing operating activities to fund this stock repurchase program.</p> <p>In <b>March 2023</b>, to ensure that we maintained liquidity during the regional banking liquidity challenges, we drew down the available \$495 million of capacity under our 2021 Revolver. As concerns about market liquidity subsided, we repaid \$200 million in March and \$295 million in April. In September of 2023, we drew down \$200 million under our 2021 Revolver to partially fund our share repurchases in the third quarter of 2023 noted above.</p> <p>In February of 2024, our board of directors declared a cash dividend of \$0.25 per share, for a total payment of approximately \$13 million paid in April 2024. In June 2024, our board of directors authorized a dividend of \$0.25 per share for an aggregate amount of approximately \$12 million, which was paid in July 2024.</p> <p><b>Capital Resources</b></p> <p>As of <b>March 31, 2024</b> <b>June 30, 2024</b>, \$500 million and \$400 million aggregate principal of our 2029 Notes and 2031 Notes was outstanding, respectively. The indenture governing our 2029 Notes and 2031 Notes each includes restrictive covenants limiting our ability to: (i) create liens on certain assets to secure debt; (ii) grant a subsidiary guarantee of certain debt without also providing a guarantee of the 2029 Notes or 2031 Notes, as applicable; and (iii) consolidate or merge with or into, or sell or otherwise dispose of all or substantially all of our assets to, another person, subject, in each case, to certain customary exceptions.</p> <p>Our 2021 Credit Agreement includes a \$700 million revolver. In September of 2023, we drew down \$200 million of this revolver to partially fund our third quarter of 2023 share repurchases. The 2021 Credit Agreement includes negative covenants that limit our ability to incur indebtedness and liens, sell assets and make restricted payments, including dividends and investments, subject to certain exceptions. In addition, the 2021 Credit Agreement also contains other customary affirmative and negative covenants and customary events of default. The 2021 Credit Agreement also contains a financial covenant that requires the Company to maintain certain maximum total net leverage ratios.</p> <p>We were in compliance with all financial covenants under our 2021 Credit Agreement, 2029 Notes and 2031 Notes at <b>March 31, 2024</b> <b>June 30, 2024</b>.</p> <p><b>Critical Accounting Policies, Estimates and Judgments</b></p> <p>There have been no material changes to our critical accounting policies, estimates and judgments as discussed in our 2023 Form 10-K.</p> <p><b>Recent Accounting Pronouncements</b></p> <p>Refer to <a href="#">Note 1</a> in Item 1 of this Form 10-Q.</p>		



QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK  
AND CONTROLS AND PROCEDURES

Quantitative and Qualitative Disclosures About Market Risk

Our exposure to changes in interest rates relates primarily to our investment portfolio. Changes in U.S. interest rates affect the interest earned on the Company's cash, cash equivalents and the fair value of our investments.

Our cash equivalents consist primarily of money market mutual funds, which are not significantly exposed to interest rate risk. Our investments are subject to interest rate risk because these securities generally include a fixed interest rate. As a result, the market values of these securities are affected by changes in prevailing interest rates. We attempt to limit our exposure to interest rate risk and credit risk by investing in instruments that meet the minimum credit quality, liquidity, diversification and other requirements of our investment policy. Our investments consist of liquid, investment-grade securities. The risk of rate changes on investment balances was not material at March 31, 2024 June 30, 2024 and December 31, 2023.

As of March 31, 2024 June 30, 2024, we had drawn down \$200 million \$175 million under our floating rate 2021 Revolver. The impact of a 100 basis point increase or decrease in market interest rates to interest expense on our 2021 Revolver as of March 31, 2024 June 30, 2024 over the next twelve months was approximately \$2 million \$1.8 million.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK  
AND CONTROLS AND PROCEDURES

Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We have, with the participation of our CEO and our CFO, evaluated the effectiveness of our disclosure controls and procedures as of March 31, 2024 June 30, 2024, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act.

Based on the evaluation of our disclosure controls and procedures as of March 31, 2024 June 30, 2024, our CEO and CFO have concluded that the Company's disclosure controls and procedures were effective as of such date in ensuring that (i) information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including the CEO and CFO, to allow timely decisions regarding required disclosure and (ii) such information is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms.

We have concluded that the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q fairly present, in all material respects, our financial position, results of operations and cash flows for the periods presented in conformity with GAAP.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the quarter ended March 31, 2024 June 30, 2024, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on Effectiveness of Controls and Procedures

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

## TRINET GROUP, INC.

## CONDENSED CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME (Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
(in millions except per share data)				
(in millions except per share data)				
(in millions except per share data)				
Professional service revenues				
Professional service revenues				
Professional service revenues				
Insurance service revenues				
Insurance service revenues				
Insurance service revenues				
<b>Total revenues</b>				
<b>Total revenues</b>				
<b>Total revenues</b>				
Insurance costs				
Insurance costs				
Insurance costs				
Cost of providing services				
Cost of providing services				
Cost of providing services				
Sales and marketing				
Sales and marketing				
Sales and marketing				
General and administrative				
General and administrative				
General and administrative				
Systems development and programming				
Systems development and programming				
Systems development and programming				
Depreciation and amortization of intangible assets				
Depreciation and amortization of intangible assets				
Depreciation and amortization of intangible assets				
<b>Total costs and operating expenses</b>				
<b>Total costs and operating expenses</b>				
<b>Total costs and operating expenses</b>				
<b>Operating income</b>				
<b>Operating income</b>				
<b>Operating income</b>				
Other income (expense):				
Other income (expense):				
Other income (expense):				
Interest expense, bank fees and other				
Interest expense, bank fees and other				
Interest expense, bank fees and other				
Interest income				
Interest income				
Interest income				
<b>Income before provision for income taxes</b>				
<b>Income before provision for income taxes</b>				
<b>Income before provision for income taxes</b>				
Income taxes				
Income taxes				
Income taxes				
<b>Net income</b>				

Net income
Net income
Other comprehensive income (loss), net of income taxes
Other comprehensive income (loss), net of income taxes
Other comprehensive income (loss), net of income taxes
Comprehensive income
Comprehensive income
Comprehensive income
Net income per share:
Net income per share:
Net income per share:
Basic
Basic
Basic
Diluted
Diluted
Diluted
Weighted average shares:
Weighted average shares:
Weighted average shares:
Basic
Basic
Basic
Diluted
Diluted
Diluted

See accompanying notes.

FINANCIAL STATEMENTS

TRINET GROUP, INC.  
CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)

	March 31,	December 31,
	June 30,	December 31,
(in millions, except share and per share data)	(in millions, except share and per share data)	(in millions, except share and per share data)
	2024	2023
		2024 2023

Assets
Current assets:
Current assets:
Current assets:
Cash and cash equivalents
Cash and cash equivalents
Cash and cash equivalents
Investments
Restricted cash, cash equivalents and investments
Accounts receivable, net
Unbilled revenue, net
Prepaid expenses, net
Other payroll assets
Other current assets
Total current assets

Restricted cash, cash equivalents and investments, noncurrent
Investments, noncurrent
Property and equipment, net
Operating lease right-of-use asset
Goodwill
Software and other intangible assets, net
Other assets
<b>Total assets</b>
<b>Liabilities and stockholders' equity</b>
Current liabilities:
Current liabilities:
Current liabilities:
Accounts payable and other current liabilities
Accounts payable and other current liabilities
Accounts payable and other current liabilities
Revolving credit agreement borrowings
Client deposits and other client liabilities
Client deposits and other client liabilities
Client deposits and other client liabilities
Accrued wages
Accrued health insurance costs, net
Accrued workers' compensation costs, net
Payroll tax liabilities and other payroll withholdings
Operating lease liabilities
Insurance premiums and other payables
<b>Total current liabilities</b>
Long-term debt, noncurrent
Accrued workers' compensation costs, noncurrent, net
Deferred taxes
Operating lease liabilities, noncurrent
Other non-current liabilities
<b>Total liabilities</b>
Commitments and contingencies (see <a href="#">Note 5</a> )
Stockholders' equity:
Preferred stock
Preferred stock
Preferred stock
(\$0.000025 par value per share; 20,000,000 shares authorized; no shares issued or outstanding at March 31, 2024 and December 31, 2023)
(\$0.000025 par value per share; 20,000,000 shares authorized; no shares issued or outstanding at June 30, 2024 and December 31, 2023)
Common stock and additional paid-in capital
Common stock and additional paid-in capital
Common stock and additional paid-in capital
(\$0.000025 par value per share; 750,000,000 shares authorized; 50,573,176 and 50,664,471 shares issued and outstanding at March 31, 2024 and December 31, 2023, respectively)
(\$0.000025 par value per share; 750,000,000 shares authorized; 49,710,395 and 50,664,471 shares issued and outstanding at June 30, 2024 and December 31, 2023, respectively)
Accumulated deficit
Accumulated deficit
Accumulated deficit
Accumulated other comprehensive loss
<b>Total stockholders' equity</b>
<b>Total liabilities &amp; stockholders' equity</b>

See accompanying notes.

FINANCIAL STATEMENTS

TRINET GROUP, INC.  
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (Unaudited)

	Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,	
(in millions)						
(in millions)						
	Three Months Ended June 30,		Six Months Ended June 30,			
(in millions)	(in millions)	2024	2023	2024	2023	
Total Stockholders' Equity, beginning balance						
Total Stockholders' Equity, beginning balance						
Total Stockholders' Equity, beginning balance						
Common Stock and Additional Paid-In Capital						
Common Stock and Additional Paid-In Capital						
Common Stock and Additional Paid-In Capital						
Beginning balance						
Beginning balance						
Beginning balance						
Issuance of common stock from exercise of stock options						
Issuance of common stock for employee stock purchase plan						
Stock based compensation expense						
Stock based compensation expense						
Stock based compensation expense						
Ending balance						
Ending balance						
Ending balance						
Retained Earnings (Accumulated Deficit)						
Retained Earnings (Accumulated Deficit)						
Retained Earnings (Accumulated Deficit)						
Beginning balance						
Beginning balance						
Beginning balance						
Net income						
Net income						
Net income						
Dividends Declared						
Dividends Declared						
Dividends Declared						
Common stock dividends						
Repurchase of common stock						
Repurchase of common stock						
Repurchase of common stock						
Awards effectively repurchased for required employee withholding taxes						
Awards effectively repurchased for required employee withholding taxes						
Awards effectively repurchased for required employee withholding taxes						
Ending balance						
Ending balance						
Ending balance						
Accumulated Other Comprehensive Income						
Accumulated Other Comprehensive Income						
Accumulated Other Comprehensive Income						
Beginning balance						
Beginning balance						

Beginning balance
Other comprehensive income (loss)
Other comprehensive income (loss)
Other comprehensive income (loss)
Ending balance
Ending balance
Ending balance
<b>Total Stockholders' Equity, ending balance</b>
<b>Total Stockholders' Equity, ending balance</b>
<b>Total Stockholders' Equity, ending balance</b>

See accompanying notes.

FINANCIAL STATEMENTS

TRINET GROUP, INC.  
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

(in millions)	Three Months Ended March 31,		Six Months Ended June 30,			
	(in millions)	2024	2023	(in millions)	2024	2023
Operating activities						
Net income						
Net income						
Net income						
Adjustments to reconcile net income to net cash provided by operating activities:						
Adjustments to reconcile net income to net cash provided by (used in) operating activities:						
Depreciation and amortization of intangible assets						
Depreciation and amortization of intangible assets						
Depreciation and amortization of intangible assets						
Amortization of deferred costs						
Amortization of ROU asset, lease modification, impairment, and abandonment						
Stock based compensation						
Provision for doubtful accounts						
Provision for doubtful accounts						
Provision for doubtful accounts						
Changes in operating assets and liabilities:						
Other						
Changes in operating assets and liabilities:						
Other						
Other						
Changes in operating assets and liabilities:						
Accounts receivable, net						
Accounts receivable, net						
Accounts receivable, net						
Unbilled revenue, net						
Prepaid expenses, net						
Other assets						
Other payroll assets						
Accounts payable and other liabilities						
Client deposits and other client liabilities						
Accrued wages						
Accrued health insurance costs, net						
Accrued workers' compensation costs, net						

Payroll taxes payable and other payroll withholdings
Operating lease liabilities
<b>Net cash used in operating activities</b>
<b>Net cash provided by (used in) operating activities</b>
<b>Net cash used in operating activities</b>
<b>Net cash provided by (used in) operating activities</b>
<b>Net cash used in operating activities</b>
<b>Net cash provided by (used in) operating activities</b>
<b>Investing activities</b>
Purchases of marketable securities
Purchases of marketable securities
Purchases of marketable securities
Proceeds from sale and maturity of marketable securities
Acquisitions of property and equipment and projects in process
Acquisitions of property and equipment and software
<b>Net cash used in investing activities</b>
<b>Net cash used in investing activities</b>
<b>Net cash used in investing activities</b>
<b>Financing activities</b>
Repurchase of common stock
Repurchase of common stock
Repurchase of common stock
Proceeds from issuance of common stock
Proceeds from revolving credit agreement borrowings
Revolver repayment
Awards effectively repurchased for required employee withholding taxes
Awards effectively repurchased for required employee withholding taxes
Awards effectively repurchased for required employee withholding taxes
Awards effectively repurchased for required employee withholding taxes
Proceeds from revolving credit agreement borrowings
Repayment of revolving credit agreement borrowings
Repayment of revolving credit agreement borrowings
Repayment of revolving credit agreement borrowings
<b>Net cash provided by (used in) financing activities</b>
<b>Net cash provided by (used in) financing activities</b>
Dividends paid
<b>Net cash provided by (used in) financing activities</b>
<b>Net change in cash and cash equivalents, unrestricted and restricted</b>
<b>Net change in cash and cash equivalents, unrestricted and restricted</b>
<b>Net change in cash and cash equivalents, unrestricted and restricted</b>
<b>Cash and cash equivalents, unrestricted and restricted:</b>
<b>Beginning of period</b>
<b>Beginning of period</b>
<b>Beginning of period</b>
<b>End of period</b>
<b>Supplemental disclosures of cash flow information</b>
<b>Supplemental disclosures of cash flow information</b>
<b>Supplemental disclosures of cash flow information</b>
Interest paid
Interest paid
Interest paid
Income taxes paid, net
<b>Supplemental schedule of noncash investing and financing activities</b>
Cash dividend declared, but not yet paid
Cash dividend declared, but not yet paid
Cash dividend declared, but not yet paid
Payable for purchase of property and equipment

## FINANCIAL STATEMENTS

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

## NOTE 1. DESCRIPTION OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

## Description of Business

TriNet Group, Inc. (TriNet, or the Company, we, our and us) provides comprehensive HCM solutions for small and medium-size businesses under both a PEO model and an HRIS services model. These HCM solutions include multi-state payroll processing and tax administration, employee benefits programs, including health insurance and retirement plans, workers' compensation insurance and claims management, employment and benefit law compliance, and other HR-related services. Through our PEO service model, we are the employer of record for certain employment-related administrative and regulatory purposes for WSEs, including:

- compensation through wages and salaries,
- certain employer payroll-related tax payments,
- employee payroll-related tax withholdings and payments,
- employee benefit programs, including health and life insurance, and
- workers' compensation coverage.

Our PEO clients are responsible for the day-to-day job responsibilities of the WSEs.

Through our HRIS services model, we provide cloud-based HCM services to SMBs that allows them to manage hiring, onboarding, employee information, payroll processing, payroll tax administration, health insurance, and other benefits, from a single cloud-based software platform. We are not the co-employer or employer of record for such employees.

We operate in one reportable segment. All of our service revenues are generated from external clients. Less than 1% of our revenue is generated outside of the U.S.

## Basis of Presentation and Basis of Consolidation

These unaudited condensed consolidated financial statements and accompanying notes have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial reporting and the instructions to Form 10-Q and Rule 10-01 of Regulation S-X of the Rules and Regulations of the Securities and Exchange Commission. The unaudited condensed consolidated financial statements include the accounts of the Company and an entity consolidated under the variable interest model. Intercompany balances and transactions have been eliminated. Certain information and note disclosures included in our annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. In the opinion of management, the condensed consolidated financial statements reflect all adjustments, that are normal and recurring in nature, necessary for fair financial statement presentation. The results of operations for the three and six months ended March 31, 2024 June 30, 2024 are not necessarily indicative of the operating results anticipated for the full year. These financial statements should be read in conjunction with the audited Consolidated Financial Statements included in Part II, Item 8. Financial Statements and Supplementary Data of our Annual Report on Form 10-K for the year ended December 31, 2023. Certain prior year amounts have been reclassified to conform to current period presentation.

When entering into contractual arrangements with other entities, we assess whether we have a variable interest. If we determine that we have a variable interest, we then determine whether the arrangement is with a variable interest entity ("VIE"). If the arrangement is with a VIE, we assess whether we are the primary beneficiary of the VIE by identifying the most significant activities and determining who has the power over those activities and who has the obligation to absorb the majority of the losses or benefits of the VIE. We consolidate a VIE when we have the power to direct activities that most significantly affect the economic performance of the VIE and have the obligation to absorb the majority of their losses or benefits, making us the primary beneficiary.

Periodically, we assess whether any changes in our interest or relationship with the entity affect our determination of whether the entity is a VIE and, if so, whether we are the primary beneficiary.

In December 2023, we created a trust ("the TriNet Trust") for the purpose of holding HRIS clients' payroll funds for the remittance to HRIS Users, tax authorities and other recipients. The TriNet Trust's assets are restricted and can only be used for payments on behalf of HRIS clients, payments on behalf of the HRIS Users, repayments of any advances from TriNet, or payments to TriNet of interest income earned on the balances of the TriNet Trust. In the event of any

## FINANCIAL STATEMENTS

losses, creditors to the Trust have recourse to the TriNet Trust's property and not that of TriNet overall. The risks associated with the Trust are similar to those that currently exist for the Company such as banking losses in excess of FDIC insurance levels, interest rate and market conditions.



We determined that this TriNet Trust meets the definition of a variable interest entity and as the primary beneficiary we have both the power to direct the TriNet Trust's activities that most significantly affect its performance and we have the right to receive benefits from the TriNet Trust, in the form of interest income. As a result, this TriNet Trust is consolidated into our financial statements. During the first quarter of 2024, the TriNet Trust assumed ownership and responsibility of certain bank accounts that hold HRIS client funds and assumed the related liabilities.

The following table presents the assets and liabilities of the TriNet Trust which are included in our consolidated balance sheet. These amounts on any particular date can vary due to timing of cash receipts and remittance to HRIS users and payroll tax agencies.

	March 31,	June 30,
(in millions)		2024
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$	1
Restricted cash, cash equivalents and investments		113 91
<b>Total current assets</b>		<b>114 92</b>
<b>Total assets</b>	<b>\$</b>	<b>114 92</b>
<b>LIABILITIES</b>		
Current liabilities:		
Accounts payable and other current liabilities	\$	1
Accrued wages		15 14
Payroll tax liabilities and other payroll withholdings		98 78
<b>Total current liabilities</b>		<b>114 92</b>
<b>Total liabilities</b>	<b>\$</b>	<b>114 92</b>

Use of Estimates

The preparation of financial statements in conformity with GAAP requires us to make estimates and assumptions that affect certain reported amounts and related disclosures. These estimates are based on historical experience and on various other assumptions that we believe to be reasonable from the facts available to us. Some of the assumptions are highly uncertain at the time of estimation. To the extent actual experience differs from the assumptions used, our condensed consolidated financial statements could be materially affected.

Revenue Recognition

Variable Consideration and Pricing Allocation

From time to time, we may offer credits to our clients considered to be variable consideration. Incentive credits related to contract renewals are recorded as a reduction to revenue as part of the transaction price at contract inception and are allocated among the performance obligations based on their relative standalone selling prices.

We allocate the total transaction price to each performance obligation based on the estimated relative standalone selling prices of the promised services underlying each performance obligation. The transaction price for the payroll and payroll tax processing performance obligations is determined upon establishment of the contract that contains the final terms of the arrangement, including the description and price of each service purchased. The estimated service fee is determined based on observable inputs and includes the following key assumptions: target profit margin, pricing strategies including the mix of services purchased and competitive factors, and client and industry specifics.

The fees for access to health benefits and workers' compensation insurance performance obligations are determined during client on-boarding and annually through the enrollment processes based on the types of benefits coverage the WSEs have elected and the applicable risk profile of the client. We estimate our service fees based on actuarial forecasts of our expected insurance premiums and loss sensitive premium costs and amounts to cover our costs to administer these programs.

FINANCIAL STATEMENTS

We require our clients to prefund payroll and related taxes and other withholding liabilities before payroll is processed or due for payment. Under the provision of our contracts with clients, we generally will process the payment of a client's payroll only when the client successfully funds the amount required. As a result, there is no financing arrangement for the contracts. However, certain contracts to provide payroll and payroll tax processing services permit the client to pay certain payroll tax components ratably over periods of up to 12 months rather than as payroll tax is otherwise determined and due, which may be considered a significant financing arrangement under FASB ASC Topic 606 Revenue from Contracts with Customers. However, as the period between our performing the service under the contract and when the client pays for the service is less than one year, we have elected, as a practical expedient, not to adjust the transaction price.

In previous years, we created our Recovery Credits to assist in the economic recovery of our existing PEO clients and enhance our ability to retain these clients. These credits were based on the performance of our insurance costs and were recorded as a reduction to insurance services revenues and included in client deposits and other client liabilities on the

consolidated balance sheets. As of June 30, 2024, all Recovery Credits have been distributed to clients. The change in balance for the liability for credits previously accrued is the following:

		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
(in millions)					
(in millions)					
		Three Months Ended June 30,		Six Months Ended June 30,	
(in millions)	(in millions)	2024	2023	2024	2023
Balance at beginning of period					
Balance at beginning of period					
Balance at beginning of period					
(+ ) Accruals					
(+ ) Accruals					
(+ ) Accruals					
(-) Distributions to clients					
(-) Distributions to clients					
(-) Distributions to clients					
Balance at end of period					
Balance at end of period					
Balance at end of period					

Accrued Health Insurance Costs

We sponsor and administer a number of employee benefit plans for our PEO WSEs, including group health, dental, and vision as an employer plan sponsor under section 3(5) of the ERISA. In the three six months ended March 31, 2024 June 30, 2024, the majority of our group health insurance costs were related to risk-based plans. Our remaining group health insurance costs were for guaranteed-cost policies.

Accrued health insurance costs are established to provide for the estimated unpaid costs of reimbursing the carriers for paying claims within the deductible layer in accordance with risk-based health insurance policies. These accrued costs include estimates for claims incurred but not paid. We assess accrued health insurance costs regularly based upon actuarial studies that include other relevant factors such as current and historical claims payment patterns, plan enrollment and medical trend rates.

In certain carrier contracts we are required to prepay our obligations for the expected claims activity for subsequent periods. These prepaid balances by agreement permit net settlement of obligations and offset the accrued health insurance costs. As of March 31, 2024 June 30, 2024 and December 31, 2023, prepayments and miscellaneous receivables offsetting accrued health insurance costs were \$65 million \$59 million and \$58 million, respectively. When the prepaid amount is in excess of our recorded liability the net asset position is included in prepaid expenses. As of March 31, 2024 June 30, 2024 and December 31, 2023, accrued health insurance costs offsetting prepaid expenses were \$71 million \$73 million and \$68 million, respectively.

Restricted Cash, Cash Equivalents and Investments

Restricted cash, cash equivalents and investments presented on our consolidated balance sheets include:

- cash and cash equivalents in Trust trust accounts functioning as security deposits for our insurance carriers,
- payroll funds collected representing cash collected in advance from clients which we designate as restricted for the purpose of funding WSE and HRIS User payroll and payroll taxes and other payroll related liabilities, and
- amounts held in Trust trust for current and future premium and claim obligations with our insurance carriers, which amounts are held in Trust trust according to the terms of the relevant insurance policies and by the local insurance regulations of the jurisdictions in which the policies are in force.

Recent Accounting Pronouncements

Recently issued accounting guidance

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Income Taxes

In December 2023, the Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update (“ASU”) No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures (“ASU 2023-09”), which will require the Company to disclose specified additional information in its income tax rate reconciliation and provide additional information for reconciling items that meet a quantitative threshold. ASU 2023-09 will also require the Company to disaggregate its income taxes paid disclosure by federal, state and foreign taxes, with further disaggregation required for significant individual jurisdictions. The ASU is effective for TriNet on a prospective basis for annual periods beginning after December 15, 2024. We are currently evaluating the provisions of this ASU.

Segment Reporting

In November 2023, the FASB issued ASU No. 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures (“ASU 2023-07”), which will require the Company to disclose segment expenses that are significant and regularly provided to the Company’s chief operating decision maker (“CODM”). In addition, ASU 2023-07 will require the Company to disclose the title and position of its CODM and how the CODM uses segment profit or loss information in assessing segment performance and deciding how to allocate resources. The ASU is effective for TriNet for annual periods beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. We are currently evaluating the provisions of this ASU.

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NOTE 2. CASH, CASH EQUIVALENTS AND INVESTMENTS - UNRESTRICTED AND RESTRICTED

Under the terms of the agreements with certain of our workers' compensation and health benefit insurance carriers, we are required to maintain collateral in Trust trust accounts for the benefit of specified insurance carriers and to reimburse the carriers' claim payments within our deductible layer. We invest a portion of the collateral amounts in marketable securities. We report the current and noncurrent portions of these Trust trust accounts as restricted cash, cash equivalents and investments on the consolidated balance sheets.

We require our clients to prefund their payroll and related taxes and other withholding liabilities before payroll is processed or due for payment. This prefund, for PEO customers, as well as amounts held by our statutory Trust trust for our HRIS Users, is included in restricted cash, cash equivalents and investments as payroll funds collected, which is designated to pay pending payrolls, payroll tax liabilities and other payroll withholdings.

We also invest available corporate funds, primarily in fixed income securities which meet the requirements of our corporate investment policy and are classified as AFS.

Our total cash, cash equivalents and investments are summarized below:

		March 31, 2024											
		March 31, 2024											
March 31, 2024		December 31, 2023											
June 30, 2024													
June 30, 2024													
June 30, 2024		December 31, 2023											
		Cash and cash equivalents	Available-for-sale marketable securities	Total	Cash and cash equivalents	Available-for-sale marketable securities	Total	Cash and cash equivalents	Available-for-sale marketable securities	Total	Cash and cash equivalents	Available-for-sale marketable securities	Total
(in millions)	(in millions)							(in millions)					
Cash and cash equivalents													
Investments													
Restricted cash, cash equivalents and investments:													
Payroll funds collected													
Payroll funds collected													
Payroll funds collected													
Collateral for health benefits claims													
Collateral for workers' compensation claims													
Trust for our HRIS Users													
Other security deposits													
Total restricted cash, cash equivalents and investments													
Investments, noncurrent													

Restricted cash, cash
equivalents and investments,
noncurrent
Collateral for workers'
compensation claims
Collateral for workers'
compensation claims
Collateral for workers'
compensation claims
Total
Total
Total

FINANCIAL STATEMENTS

NOTE 3. INVESTMENTS

The following tables summarize our financial instruments by significant categories and fair value measurement on a recurring basis as of March 31, 2024 June 30, 2024 and December 31, 2023 and the amortized cost, gross unrealized gains, gross unrealized losses, fair value of our AFS investments:

	Restricted Cash, Cash and Equivalents								Re: Cas Equ							
	Fair Value	Amortized	Gross Unrealized	Gross Unrealized	Fair Value	Cash and Equivalents	Investments	Restricted Cash, Cash and Equivalents	Fair Value	Amortized	Gross Unrealized	Gross Unrealized	Fair Value	Cash and Equivalents	Investments	Re: Cas Equ
(in millions)	Level	Cost	Gains	Losses	Value	Equivalents	Investments	and (in millions)	Level	Cost	Gains	Losses	Value	Equivalents	Investments	Equ
March 31, 2024																
June 30, 2024																
Cash equivalents:																
Cash equivalents:																
Cash equivalents:																
Money market mutual funds																
Money market mutual funds																
Money market mutual funds																
U.S. treasuries																
Total cash equivalents																
AFS Investments:																
Asset-backed securities																
Asset-backed securities																
Asset-backed securities																

Corporate  
bonds  
Agency  
securities  
U.S.  
treasuries  
Certificate  
of deposit  
Other debt  
securities  
**Total AFS  
Investments**

(in millions)	Fair Value Level	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Cash and Cash Equivalents	Investments	Restricted Cash, Cash Equivalents and Investments
<b>December 31, 2023</b>								
Cash equivalents:								
Money market mutual funds	Level 1	\$ 183	\$ —	\$ —	\$ 183	\$ 96	\$ —	87
U.S. treasuries	Level 2	7	—	—	7	5	—	2
<b>Total cash equivalents</b>		190	—	—	190	101	—	89
AFS Investments:								
Asset-backed securities	Level 2	41	—	(1)	40	—	40	—
Corporate bonds	Level 2	135	1	—	136	—	103	33
Agency securities	Level 2	40	—	(1)	39	—	10	29
U.S. treasuries	Level 2	231	1	(1)	231	—	47	184
Certificate of deposit	Level 2	2	—	—	2	—	—	2
Other debt securities	Level 2	8	—	—	8	—	8	—
<b>Total AFS Investments</b>		\$ 457	\$ 2	\$ (3)	\$ 456	\$ —	\$ 208	248

#### Fair Value of Financial Instruments

We use an independent pricing source to determine the fair value of our securities. The independent pricing source utilizes various pricing models for each asset class, including the market approach. The inputs and assumptions for the pricing models are market observable inputs including trades of comparable securities, dealer quotes, credit spreads, yield curves and other market-related data.

We have not adjusted the prices obtained from the independent pricing service and we believe the prices received from the independent pricing service are representative of the prices that would be received to sell the assets at the measurement date (exit price).

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#### FINANCIAL STATEMENTS

The carrying value of the Company's cash equivalents and restricted cash equivalents approximate their fair values due to their short-term maturities.

We did not have any Level 3 financial instruments recognized in our condensed consolidated balance sheets as of **March 31, 2024** **June 30, 2024** and December 31, 2023. There were no transfers between levels as of **March 31, 2024** **June 30, 2024** and December 31, 2023.

#### Sales and Maturities

The fair value of debt investments by contractual maturity are shown below:

(in millions)	March 31, June 30, 2024
One year or less	\$ 113 91
Over one year through five years	347 351
Over five years through ten years	10 8
Over ten years	18 17
Total fair value	\$ 488 467

The gross proceeds from sales and maturities of AFS securities for the three and six months ended March 31, 2024 June 30, 2024 and March 31, 2023 June 30, 2023 are presented below. We had immaterial gross realized gains and losses from sales of investments for the first quarter half of 2024 and immaterial gross realized gains for the first quarter of 2023.

		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
(in millions)					
(in millions)					
		Three Months Ended June 30,		Six Months Ended June 30,	
(in millions)	(in millions)	2024	2023	2024	2023
Gross proceeds from sales					
Gross proceeds from sales					
Gross proceeds from sales					
Gross proceeds from maturities					
Gross proceeds from maturities					
Gross proceeds from maturities					
Total					
Total					
Total					

### Fair Value of Long-Term Debt

The fair value of our 2029 Notes and 2031 Notes was obtained from a third-party pricing service and is based on observable market inputs. As such, the fair value of the senior notes is considered Level 2 in the hierarchy for fair value measurement. As of March 31, 2024 June 30, 2024, our 2029 Notes and 2031 Notes were carried at their cost, net of issuance costs, and had a fair value of \$449 million \$445 million and \$411 million \$406 million, respectively. As of December 31, 2023, our 2029 Notes and 2031 Notes were carried at their cost, net of issuance costs, and had a fair value of \$443 million and \$414 million, respectively.

Our 2021 Revolver is a floating rate debt. At March 31, 2024 June 30, 2024 and December 31, 2023, the fair value of our 2021 Revolver approximated its carrying value (exclusive of issuance costs). The fair value of our floating rate debt is estimated based on a discounted cash flow, which incorporates credit spreads, market interest rates and contractual maturities to estimate the fair value and is considered Level 3 in the hierarchy for fair value measurement.

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## FINANCIAL STATEMENTS

### NOTE 4. ACCRUED WORKERS' COMPENSATION COSTS

The following table summarizes the accrued workers' compensation cost activity for the three and six months ended March 31, 2024 June 30, 2024 and 2023:

	Three Months Ended	
	March 31,	
	Three Months Ended	
	March 31,	
	Three Months Ended	
	March 31,	
(in millions)		
(in millions)		

		Three Months Ended June 30,		Six Months Ended June 30,	
(in millions)	(in millions)	2024	2023	2024	2023
Total accrued costs, beginning of period					
Total accrued costs, beginning of period					
Total accrued costs, beginning of period					
Incurred					
Incurred					
Incurred					
Current year					
Current year					
Current year					
Prior years					
Prior years					
Prior years					
Total incurred					
Total incurred					
Total incurred					
Paid					
Paid					
Paid					
Current year					
Current year					
Current year					
Prior years					
Prior years					
Prior years					
Total paid					
Total paid					
Total paid					
<b>Total accrued costs, end of period</b>					
<b>Total accrued costs, end of period</b>					
<b>Total accrued costs, end of period</b>					

The following summarizes workers' compensation liabilities on the condensed consolidated balance sheets:

(in millions)	(in millions) March 31, 2024 December 31, 2023	(in millions) June 30, 2024 December 31, 2023
<b>Total accrued costs, end of period</b>		
Collateral paid to carriers and offset against accrued costs		
<b>Total accrued costs, net of carrier collateral offset</b>		
Payable in less than 1 year		
(net of collateral paid to carriers of \$1 and \$1 at March 31, 2024 and December 31, 2023, respectively)		
Payable in less than 1 year		
(net of collateral paid to carriers of \$1 and \$1 at March 31, 2024 and December 31, 2023, respectively)		
Payable in less than 1 year		
(net of collateral paid to carriers of \$1 and \$1 at March 31, 2024 and December 31, 2023, respectively)		
Payable in more than 1 year		
(net of collateral paid to carriers of \$3 and \$4 at March 31, 2024 and December 31, 2023, respectively)		
Payable in less than 1 year		
(net of collateral paid to carriers of \$1 and \$1 at June 30, 2024 and December 31, 2023, respectively)		
Payable in less than 1 year		
(net of collateral paid to carriers of \$1 and \$1 at June 30, 2024 and December 31, 2023, respectively)		

Payable in less than 1 year  
(net of collateral paid to carriers of \$1 and \$1 at June 30, 2024 and December 31, 2023, respectively)

Payable in more than 1 year  
(net of collateral paid to carriers of \$3 and \$4 at June 30, 2024 and December 31, 2023, respectively)

Total accrued costs, net of carrier collateral offset

Incurred claims related to prior years represent changes in estimates for ultimate losses on workers' compensation claims. For the three and six months ended March 31, 2024 June 30, 2024, the favorable development is due to lower than expected reported claim frequency and severity for the more recent years.

As of March 31, 2024 June 30, 2024 and December 31, 2023, we had \$31 million and \$32 million of collateral held by insurance carriers of which \$4 million and \$5 million, respectively, was offset against accrued workers' compensation costs as the agreements permit and are net settled of insurance obligations against collateral held.

NOTE 5. COMMITMENTS AND CONTINGENCIES

Contingencies

We are and, from time to time, have been and may in the future become involved in various litigation matters, legal proceedings, and claims arising in the ordinary course of our business, including disputes with our clients or various class action, collective action, representative action, and other proceedings arising from the nature of our co-employment relationship with our clients and WSEs in which we are named as a defendant. In addition, due to the nature of our co-employment relationship with our clients and WSEs, we could be subject to liability for federal and state law violations, even if we do not participate in such violations. While our agreements with our clients contain indemnification provisions related to the conduct of our clients, we may not be able to avail ourselves of such provisions in every instance. We have accrued our current best estimates of probable losses with respect to these matters, which are individually and in aggregate immaterial to our consolidated financial statements.

While the outcome of the matters described above cannot be predicted with certainty, management currently does not believe that any such claims or proceedings will have a materially adverse effect on our consolidated financial position, results of operations, or cash flows. However, the unfavorable resolution of any particular matter or our reassessment of our exposure for any of the above matters based on additional information obtained in the future could have a material impact on our consolidated financial position, results of operations, or cash flows.

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NOTE 6. STOCK BASED COMPENSATION

Restricted Stock Units (RSUs)

Time-based RSUs generally vest over a four-year term. Performance-based RSUs are subject to vesting requirements and are earned, in part, based on certain financial performance metrics as defined in the grant notice. Actual number of shares earned may range from 0% to 200% of the target award. Performance-based awards granted in 2024 and 2023 are earned based on a single-year performance period subject to subsequent multi-year time-based vesting with 50% of the shares earned vesting in one year after the performance period and the remaining shares in the year after. RSUs are generally forfeited if the participant terminates service prior to vesting.

The following tables summarize RSU activity for the three six months ended March 31, 2024 June 30, 2024:

Time-based RSUs

	Total Number of Shares		
	Total Number of Shares		
	Total Number of Shares	Weighted-Average Grant Date Fair Value	Weighted-Average Grant Date Fair Value
Nonvested at December 31, 2023			
Granted			
Vested			
Forfeited			
Nonvested at March 31, 2024			
Nonvested at June 30, 2024			

Performance-based RSUs

Total Number of Shares
Total Number of Shares



	Total Number of Shares	Weighted-Average Grant Date Fair Value	Weighted-Average Grant Date Fair Value
<b>Nonvested at December 31, 2023</b>			
Granted			
Vested			
Forfeited			
Forfeited			
Forfeited			
<b>Nonvested at March 31, 2024</b>			
<b>Nonvested at June 30, 2024</b>			

Stock Based Compensation

Stock based compensation expense for stock-based awards made to our employees pursuant to our equity plans were as follows:

	Three Months Ended June 30,		Six Months Ended June 30,		
(in millions)	(in millions)	2024	2023	2024	2023
(in millions)					
(in millions)					
(in millions)					
Cost of providing services					
Cost of providing services					
Cost of providing services					
Sales and marketing					
Sales and marketing					
Sales and marketing					
General and administrative					
General and administrative					
General and administrative					
Systems development and programming costs					
Systems development and programming costs					
Systems development and programming costs					
Total stock based compensation expense					
Total stock based compensation expense					
Total stock based compensation expense					
Total stock based compensation capitalized					
Total stock based compensation capitalized					
Total stock based compensation capitalized					

NOTE 7. STOCKHOLDERS' EQUITY

Common Stock

The following table shows the beginning and ending balances of our issued and outstanding common stock for the three and six months ended March 31, 2024 June 30, 2024 and 2023:

TRINET	39 43	2024 Q1 Q2 FORM 10-Q
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FINANCIAL STATEMENTS	
	Three Months Ended March 31,
	Three Months Ended March 31,

	Three Months Ended March 31,						
	2024						
	2024						
	Three Months Ended June 30,			Six Months Ended June 30,			
	2024		2024	2023	2024	2023	
Shares issued and outstanding, beginning balance							
Shares issued and outstanding, beginning balance							
Shares issued and outstanding, beginning balance							
Issuance of common stock from vested restricted stock units							
Issuance of common stock from vested restricted stock units							
Issuance of common stock from vested restricted stock units							
Issuance of common stock from exercise of stock options							
Issuance of common stock from exercise of stock options							
Issuance of common stock from exercise of stock options							
Issuance of common stock for employee stock purchase plan							
Repurchase of common stock							
Repurchase of common stock							
Repurchase of common stock							
Awards effectively repurchased for required employee withholding taxes							
Awards effectively repurchased for required employee withholding taxes							
Awards effectively repurchased for required employee withholding taxes							
Shares issued and outstanding, ending balance							
Shares issued and outstanding, ending balance							
Shares issued and outstanding, ending balance							

## Stock Repurchases

As of **March 31, 2024** **June 30, 2024**, there is **\$409 million** **was \$299 million** remaining in the total authorization of \$2,715 million of our ongoing stock repurchase program.

## Dividends

In February 2024, our board of directors authorized a dividend of \$0.25 per share for an aggregate amount of approximately \$13 million, **which was** paid in April **2024**. **In June 2024**, our board of directors authorized a dividend of \$0.25 per share for an aggregate amount of approximately **\$12 million**, which was paid in July 2024.

## NOTE 8. INCOME TAXES

Our ETR was **25% for the second quarter of 2024 and 2023** and **26% and 27%** for the first **quarter half** of 2024 and **2023**. **2023**, respectively. The **increase** **decrease** in **tax benefits** **related to stock-based compensation from rates for the first quarter half of 2024 compared to the same period in 2023** was **offset by** primarily due to an increase in **non-deductible** compensation in the first quarter of 2024. excludable income for state tax purposes.

We are subject to tax in U.S. federal and various state and local jurisdictions, as well as Canada and India. We are open to federal and significant state income tax examinations for tax years 2018 and subsequent years.

## NOTE 9. EARNINGS PER SHARE

Basic EPS is computed based on the weighted average shares of common stock outstanding during the period. Diluted EPS is computed based on those shares used in the basic EPS computation, plus potentially dilutive shares issuable under our equity-based compensation plans using the treasury stock method. Shares that are potentially anti-dilutive are excluded.

The following table presents the computation of our basic and diluted EPS attributable to our common stock:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
(in millions, except per share data)	(in millions, except per share data)			
(in millions, except per share data)				
(in millions, except per share data)				
Net income				
Net income				
Net income				
Weighted average shares of common stock outstanding				
Weighted average shares of common stock outstanding				
Weighted average shares of common stock outstanding				

Basic EPS
Basic EPS
Basic EPS
Net income
Net income
Net income
Weighted average shares of common stock outstanding
Weighted average shares of common stock outstanding
Weighted average shares of common stock outstanding
Dilutive effect of stock options and restricted stock units
Dilutive effect of stock options and restricted stock units
Dilutive effect of stock options and restricted stock units
Weighted average shares of common stock outstanding
Weighted average shares of common stock outstanding
Weighted average shares of common stock outstanding
Diluted EPS
Diluted EPS
Diluted EPS
Common stock equivalents excluded from income per diluted share because of their anti-dilutive effect
Common stock equivalents excluded from income per diluted share because of their anti-dilutive effect
Common stock equivalents excluded from income per diluted share because of their anti-dilutive effect

OTHER INFORMATION

Legal Proceedings

For the information required in this section, refer to [Note 5](#) in the condensed consolidated financial statements and related notes included in this Form 10-Q.

Risk Factors

There have been no material changes in our risk factors disclosed in Part 1, Item 1A, of our 2023 Form 10-K.

Unregistered Sales of Equity Securities and Use of Proceeds

(a) Sales of Unregistered Securities

Not applicable.

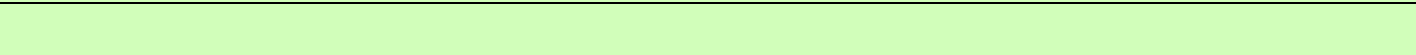
(b) Use of Proceeds from Sales of Unregistered Securities

Not applicable.

(c) Issuer Purchases of Equity Securities

The following table provides information about our purchases of TriNet common stock during the quarter ended **March 31, 2024** **June 30, 2024**:

Period	Total Number of Shares		Weighted Average Price		Total Number of Shares	Approximate Dollar Value (\$ millions)	
	Purchased <sup>(2)</sup>		Paid Per Share		Purchased as Part of Publicly Announced Plans <sup>(1)</sup>	of Shares that May Yet be Purchased Under the Plans <sup>(3)</sup>	
January 1 - January 31, 2024	74,713	\$	115.61		70,464	\$	425
February 1 - February 29, 2024	143,018	\$	114.75		88,530	\$	414
March 1 - March 31, 2024	39,390	\$	128.04		38,878	\$	409
Total	257,121				197,872		



Period	Total Number of Shares Purchased <sup>(2)</sup>	Weighted Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans <sup>(1)</sup>	Approximate Dollar Value (\$ millions) of Shares that May Yet be Purchased Under the Plans <sup>(3)</sup>	
April 1 - April 30, 2024	163,243	\$ 106.65	163,191	\$	392
May 1 - May 31, 2024	723,736	\$ 103.47	671,639	\$	322
June 1 - June 30, 2024	221,616	\$ 104.85	221,616	\$	299
Total	1,108,595		1,056,446		

(1) In May 2014, our board of directors approved a stock repurchase program pursuant to which we are authorized to repurchase our common stock in privately negotiated and/or open market transactions, including under plans complying with Rule 10b5-1 under the Securities Exchange Act of 1934. From time to time, our board of directors authorizes increases to our stock repurchase program and approved an aggregate total of \$2,715 million as of **March 31, 2024** **June 30, 2024**. The total remaining authorization for future stock repurchases under our stock repurchase program was **\$409 million** **\$299 million** as of **March 31, 2024** **June 30, 2024**. The program does not have an expiration date.

(2) Includes shares surrendered by employees to us to satisfy tax withholding obligations that arose upon vesting of restricted stock units granted pursuant to approved plans.

(3) We repurchased a total of approximately **\$23** **\$110** million of our outstanding stock during the three months ended **March 31, 2024** **June 30, 2024**.

We use our stock repurchase program to return value to our stockholders and to offset dilution from the issuance of stock under our equity-based incentive plans and employee purchase plan. We plan to use current cash and cash generated from ongoing operating activities to fund our stock repurchase program.

### Defaults Upon Senior Securities

Not applicable.

### Mine Safety Disclosures

Not applicable.

### Other Information

On February 23, 2024, Burton M. Goldfield, a member of the Board of Directors, adopted a new written trading plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act (the “Goldfield Plan”). The first possible trade date under the Goldfield Plan is May 28, 2024, and the end date of the Goldfield Plan is February 28, 2025 (subject to customary exceptions), for a duration of approximately one year. The Goldfield Plan calls for the sale of an amount of shares that Mr. Goldfield could receive upon the future vesting of certain outstanding equity awards, net of any shares withheld by us to satisfy applicable taxes. The exact number of shares to be sold pursuant to the Goldfield Plan depends on the number of shares to be withheld by us on equity awards that will vest during the duration of the Goldfield Plan, among other factors. For purposes of this disclosure, without **Not applicable**.

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### OTHER INFORMATION

subtracting any shares to be withheld upon future vesting events, the aggregate number of shares currently expected to be sold pursuant to the Goldfield Plan is 74,379.

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### EXHIBITS

### Exhibits

Incorporated herein by reference is a list of the exhibits contained in the Exhibit Index below.

EXHIBIT INDEX													
Incorporated by Reference				Incorporated by Reference				Incorporated by Reference					
Exhibit No.	Exhibit No.	Exhibit	Form	File No.	Filing Date	Filed Herewith	Exhibit No.	Exhibit	Form	File No.	Exhibit	Filing Date	Filed Herewith
3.1													
3.2													
3.2													



101.SCH	101.SCH	XBRL Taxonomy Extension Schema Linkbase Document		101.SCH	101.SCH	XBRL Taxonomy Extension Schema Linkbase Document	
101.CAL	101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document		101.CAL	101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	
101.DEF	101.DEF	XBRL Taxonomy Extension Definition Linkbase Document		101.DEF	101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	
101.LAB	101.LAB	XBRL Taxonomy Extension Label Linkbase Document		101.LAB	101.LAB	XBRL Taxonomy Extension Label Linkbase Document	
101.PRE	101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document		101.PRE	101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	
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\* Document has been furnished, is deemed not filed and is not to be incorporated by reference into any of TriNet Group, Inc.'s filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, irrespective of any general incorporation language contained in any such filing.

SIGNATURES

SIGNATURES

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

TRINET GROUP, INC.

Date: April 26, 2024 July 26, 2024

By: /s/ Michael Q. Simonds  
Michael Q. Simonds  
Chief Executive Officer

Date: April 26, 2024 July 26, 2024

By: /s/ Kelly Tuminelli  
Kelly Tuminelli  
Chief Financial Officer



TRANSITION AGREEMENT THIS TRANSITION AGREEMENT (the "Agreement") is entered into as of June 3, 2024 (the "Effective Date"), by and between TriNet Group, Inc., a Delaware corporation (together with its successors and assigns, the "Company"), and Alexander Warren (the "Executive"). RECITALS WHEREAS, the Executive is currently serving as the Senior Vice President, Chief Revenue Officer of the Company pursuant to the employment agreement entered into by the Company and the Executive on May 1, 2020 and as amended on November 16, 2022 (the "Employment Agreement"); WHEREAS, the Executive signed a Restrictive Covenants and Invention Disclosure Agreement with the Company dated November 15, 2022 (the "Restrictive Covenant Agreement") (a copy which is attached hereto as Appendix A); WHEREAS, the Executive previously was granted awards of restricted stock units and performance stock units in each case, that are outstanding as of the date hereof (each, an "Equity Award") subject to the terms and conditions of the applicable Company equity plan under which the Equity Award was granted and an award agreement memorializing the Equity Award (the plan and award agreement together, the "Stock Agreements"); WHEREAS, the Executive has indicated to the Company his desire to transition from his employment with the Company on or about September 1, 2024; WHEREAS, the Executive and the Company have agreed to provide for an orderly transition of the Executive's duties and responsibilities and the Executive desires to assist the Company in realizing such an orderly transition; WHEREAS, the Executive and the Company mutually desire that the Executive's employment with the Company will end no later than September 1, 2024 (the "Separation Date"); WHEREAS, in furtherance of the foregoing, the Executive and the Company have negotiated and reached an agreement with respect to all rights, duties and obligations arising between them, including, but in no way limited to, any rights, duties and obligations that have arisen or might arise out of, or are in any way related to the Executive's continued employment with the Company and the conclusion of that employment. NOW THEREFORE, in consideration of the covenants and mutual promises recited below, the parties agree as follows. 1. Transition of Duties. During the period beginning on June 3, 2024 and ending on the Separation Date (such period, the "Transition Period"), the Executive shall continue to serve as the Senior Vice President, Chief Revenue Officer of the Company or, at the election of the Company, as special advisor to the Company, in either case reporting to the Company's Chief Executive Officer, and the Executive shall provide transitional assistance to the Company, including by assisting the Company in developing a transition plan, executing such plan, being available to answer the Company's questions and assisting with any and all other matters reasonably requested by the Company, (the "Transition Duties"). During the Transition Period, the Executive shall devote his best efforts and business time and attention to the performance of the Transition Duties; provided, however, that the Executive shall not be required to report to the Company's offices to perform the Transition Duties or otherwise attend business meetings, unless requested by the Company with reasonable advance notice. Notwithstanding anything herein to the contrary, the Company

may at any time prior to the Separation Date, terminate the employment or services of the Executive for Cause and in the event the Executive is so terminated, the Company's obligations to provide any additional compensation or benefits under Sections 2 and 3 of this Agreement or otherwise shall immediately cease, except as required by applicable law.



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2 - 2. Compensation. As compensation for the Executive's continuing employment and service during the Transition Period, as consideration for the Releases, the Executive's agreement to the Transition Period, if applicable, and the respective terms and conditions thereof, and the other promises of the Executive contained in this Agreement, which shall be deemed to include the Executive's agreement to (i) remain employed with the Company through the Transition Date and (ii) perform the Transition Duties, the Executive will continue to receive the Executive's base salary as in effect immediately prior to the Effective Date hereof at the annualized rate of \$550,000 per year, less all applicable withholdings, paid in accordance with the Company's standard payroll practices and procedures, continue to participate in the Company's retirement and health and welfare benefit plans, perquisite programs, expense reimbursement and vacation policies available to senior executives of the Company generally, as such plans, programs and policies may be in effect, and vest in his Equity Awards in accordance with the Stock Agreements. 3. Separation Benefits. Provided that the Executive remains in employment with the Company through the end of the Transition Period (and is not otherwise terminated by the Company for Cause prior to the end of the Transition Period), and remains in compliance through the end of the Transition Period with (i) the Company's Business Ethics and Code of Conduct Policy and other policies relating to conduct, as in effect from time to time and applicable to its senior management colleagues, (ii) subject to Section 10(a) below, all covenants to which the Executive has agreed as part of his employment with the Company and which survive the cessation of such employment, including, but not limited to, the restrictive covenants in the Stock Agreements, and the Restrictive Covenant Agreement and (iii) the provisions set forth in Sections 8, 11, 12, and 13 below (the covenants described in the immediately preceding clauses (i) through (iii) of this Section 3 are collectively referred to herein as the "Covenants"); provided in each case that the Executive will not be considered non-compliant unless Executive has received written notice of such non-compliance and, in the case of non-compliance capable of cure, at least ten (10) days to cure; and provided, that the Executive timely signs and returns this Agreement, and delivers to the Company a general release of claims in the form attached as Appendix B (the "Release") and does not revoke the Release within the seven (7)-day period following execution of such Release, the Company will provide the Executive with the following benefits (the "Severance Benefits"): (a) Cash Severance. The Company will make a lump sum severance payment to the Executive on the 60th day after the Separation Date in an amount equal to \$550,000, which represents twelve (12) months of the Executive's base salary as in effect on the Effective Date, subject to any applicable withholdings and deductions. (b) COBRA Benefits. Upon the Separation Date, if the Executive timely elects continued health insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act Section 4980B of the Internal Revenue Code and any state law of similar effect ("COBRA"), the Company will pay the COBRA premiums for the Executive and his eligible dependents for up to the first twelve (12) months of such coverage, or until such earlier date as (A) he or his dependents are no longer eligible for such coverage or (B) he or his dependents become eligible for health insurance coverage from another source; provided that, if payment of such premiums would result in excise tax or other penalties imposed on the Company, a dollar amount equal to such premiums that the Company would have paid under this Section 3(b) during the applicable payment period shall be paid to the Executive, instead of such premium, as additional cash severance pay. Any payments under this Section 3(b) are payable in equal installments in accordance with the Company's payroll practices no less frequently than semi-monthly. The Executive must promptly inform the Company, in writing, if he or his dependents become eligible for health insurance coverage from another source during this period of coverage. (c) Equity Awards. On the Separation Date, the vesting of each then-outstanding, unvested time-based Equity Award held by the Executive will accelerate as to 100% of any then unvested shares that would have otherwise vested during the twelve (12)-month period following such date. For clarity, Equity Awards that contain vesting criteria based wholly or in part on the achievement of business or individual performance criteria or milestones will not be eligible for accelerated vesting and will be forfeited on the Separation Date. (d) For purposes of this Agreement, "Cause" means the occurrence of any of the following events that has a material negative impact on the business or reputation of the Company: (i) the Executive's commission of any felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof; (ii) the Executive's attempted commission of, or participation in, a fraud or act of dishonesty.



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3. against the Company; (ii) the Executive's intentional, material violation of any contract or agreement between the Executive and the Company or of any statutory duty owed to the Company; (iv) the Executive's unauthorized use or disclosure of the Company's confidential information or trade secrets; or (v) the Executive's gross misconduct. Whether or not Cause exists with regard to the Executive shall be determined by the Company's board of directors (the "Board") in good faith. 4. Final Paycheck. As soon as administratively practicable on or after the Separation Date, the Company will pay the Executive all salary accrued through the Separation Date, all accrued and unused vacation earned through the Separation Date (if any) and any unreimbursed business expenses incurred by the Executive in accordance with the Company policy prior to the Separation Date (the "Accrued Obligations"). 5. Consideration. With receipt of the Accrued Obligations above, the Executive acknowledges he will have received all payments and benefits earned by, or owed to him in connection with his employment with the Company, and the Executive will not be entitled to any additional compensation or benefits, except as provided below, subject to the terms and conditions of this Agreement. The Executive acknowledges that the compensation and benefits provided below are good and valid consideration for the Release (as defined below) and the covenants set forth below. 6. No Additional Entitlements. The Executive understands and acknowledges that he will have no further entitlements, other than those recited in this Agreement. The Executive hereby acknowledges that the Executive has no interest in or claim of right to reinstatement, reemployment or employment with the Company, and the Executive forever waives any interest in or claim of right to any future employment by the Company. 7. Executive's Release of the Company. In consideration of the compensation payable to the Executive under Section 3 of this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged: (a) Subject to Section 10(a), the Executive, for himself and for his heirs, executors, administrators, trustees and legal representatives, and their respective successors and assigns (collectively, the "Releasors") hereby releases, remises, and acquits the Company and its subsidiaries and affiliates and all of their respective past, present and future parent entities, subsidiaries, divisions, affiliates and related business entities, any of their respective assets, employee benefit plans or funds, or past, present or future directors, officers, fiduciaries, agents, trustees, administrators, managers, supervisors, shareholders, investors, employees, legal representatives, agents or counsel, and their respective successors and assigns, whether acting on behalf of the Company or its subsidiaries or affiliates or, in their individual capacities (the "Released Party" or "Released Parties"), from any and all claims, known or unknown, which the Releasors have or may have against any Released Parties arising on or prior to the date that the Executive executes this Agreement, and any and all liability which any such Released Party may have to the Releasors, whether denominated in claims, demands, causes of action, obligations, damages or liabilities arising from any and all bases, including but not limited to (i) the Family and Medical Leave Act of 1993, the Civil Rights Act of 1964, the Civil Rights Act of 1991, Section 1981 of the Civil Rights Act of 1866, the Equal Pay Act, the Lilly Ledbetter Fair Pay Act, the Immigration Reform and Control Act of 1986, the Employee Retirement Income Security Act of 1974, (excluding claims for accrued, vested benefits under any employee benefit or pension plan of the Company, subject to the terms and conditions of such plan and applicable law), the Uniform Trade Secrets Act, the Sarbanes-Oxley Act of 2002, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, the California Family Rights Act, and the California Labor, Government, and Business and Professions Codes, all as amended; (ii) any and all claims arising from or relating to, as applicable, the Executive's service as an officer of the Company or any of its subsidiaries or affiliates and the termination or resignation of such officer positions, or the Executive's employment with the Company or the termination of such employment; (iii) all claims related to the Executive's compensation or benefits from the Company or the Released Parties, including salary, bonuses, commissions, vacation pay, leave pay, expense reimbursements, severance pay, fringe benefits, stock, equity awards, or any other ownership interests in the Company or the Released Parties; (iv) all claims for breach of contract, wrongful termination and breach of the implied covenant of good faith and fair dealing; (v) all tort claims, including claims for fraud, defamation, privacy rights, emotional distress, and discharge in violation of public policy and all other claims under common law; and (vi) all federal, state and local statutory or constitutional claims, including claims for compensation, discrimination, harassment, whistleblower protection, retaliation, attorneys' fees, costs.



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4 - disbursements, or other claims (other than claims related to the Age Discrimination in Employment Act of 1967 or the Older Workers Benefit Protection Act) (referred to collectively as the "Released Claims"). (b) The Executive expressly waives all rights afforded by Section 1542 of the Civil Code of the State of California, which states as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party." The Executive understands the significance of the Executive's release of unknown claims and waiver of statutory protection against a release of unknown claims. The Executive expressly assumes the risk of such unknown and unanticipated claims and agrees that this Release applies to all Released Claims, whether known, unknown or unanticipated. (c) Notwithstanding the foregoing in this Section 7, and subject to Section 10(a), the Released Claims shall not apply to, or include (i) the Executive's rights, if any, to be covered under any applicable insurance policy with respect to any liability the Executive incurred or might incur as an employee, officer or director of the Company, or the Executive's rights, if any, to indemnification under the by-laws or articles of incorporation of the Company; (ii) any right the Executive may have to obtain contribution as permitted by law in the event of entry of judgment against the Executive as a result of any act or failure to act for which the Executive, on the one hand, and Company or any other Released Party, on the other hand, are jointly liable; or (iii) the Executive's right to enforce this Agreement. 8. No Actions or Claims. Subject to Section 10(a), the Executive represents that he has not filed any charges, complaints, grievances, arbitrations, lawsuits, or claims against the Company, with any local, state or federal agency, union or court from the beginning of time to the date of execution of this Agreement and that the Executive will not do so at any time hereafter, based upon events occurring prior to the date of execution of this Agreement. In the event any agency, union, or court ever assumes jurisdiction of any lawsuit, claim, charge, grievance, arbitration, or complaint, or purports to bring any legal proceeding on behalf of the Executive, the Executive will ask any such agency, union, or court to withdraw from and/or dismiss any such action, grievance, or arbitration, with prejudice. 9. Acknowledgements and Representations. The Executive acknowledges and represents that he has not suffered any discrimination or harassment by any of the Released Parties on account of the Executive's race, gender, national origin, religion, marital or registered domestic partner status, sexual orientation, age, disability, medical condition or any other characteristic protected by law. The Executive acknowledges and represents that he has not been denied any leave, benefits or rights to which the Executive may have been entitled under the Family Medical Leave Act or any other federal or state law, and that the Executive has not suffered any job-related wrongs or injuries for which the Executive might still be entitled to compensation or relief. 10. Executive Protections: Defend Trade Secrets Act. (a) The release in Section 7 does not release claims that cannot be released as a matter of law, including (i) any right to file a civil action or

complaint with, or otherwise notify, a state agency, other public prosecutor, law enforcement agency, or any court or other governmental entity alleging claims or a violation of rights under the California Fair Employment and Housing Act, as well as any right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, the Department of Labor, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company and (ii) any right to communicate directly with the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice or similar agency, or to cooperate with or participate in any investigation conducted by such agency, or (iii) otherwise to make other disclosures that are protected under the whistleblower provisions of applicable law. However, by executing this Agreement, the Executive hereby waives the right to monetary recovery of damages from the Company in any such proceeding brought by the Executive or on behalf of the Executive. (b) Pursuant to the Defend Trade Secrets Act of 2016, the Executive and the Company acknowledge and agree that the Executive shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a



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5 - suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition and without limiting the preceding sentence, if the Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Executive may disclose the trade secret to the Executive's attorney and may use the trade secret information in the court proceeding, if the Executive (X) files any document containing the trade secret under seal and (Y) does not disclose the trade secret, except pursuant to court order. 11. Return of Property. Subject to Section 10(a) hereof, on or prior to the Separation Date, the Executive will return all of the Company's property. Such property includes, but is not limited to, the original and any copies of any confidential information or trade secrets, keys, pass cards, building identity cards, mobile telephones, tablet devices, laptop computers, corporate credit cards, customer lists, files, brochures, documents or computer disks or printouts, equipment and any other item relating to the Company and its business, provided that it would not be a violation of this Section 11 for the Executive to retain copies of publicly-filed documents. Further, other than in the performance of the Executive's duties and subject to Section 10(a) hereof, the Executive will not take, procure, or copy any property of the Company before, on, after or in anticipation of the Separation Date. 12. Cooperation. Subject to Section 10(a) hereof, in consideration for the promises and payments by the Company pursuant to this Agreement, at the request of the Company, the Executive agrees to assist and cooperate with the Company (i) concerning reasonable requests for information about the business of the Company or its affiliates or the Executive's involvement or participation therein; (ii) in connection with the defense, prosecution or investigation of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company, including any proceeding before any arbitral, administrative, judicial, legislative, or other body or agency, including testifying in any proceeding to the extent such claims, actions, investigations or proceedings related to services performed or required to be performed by the Executive, pertinent knowledge possessed by the Executive, or any act or omission by the Executive; and (iii) in connection with any investigation or review by any federal, state or local regulatory, quasi- or self-regulatory or self-governing authority or organization (including without limitation, the SEC and FINRA) as any such investigation or review relates to services performed or required to be performed by the Executive, pertinent knowledge possessed by the Executive, or any act or omission by the Executive. The Executive's full cooperation will include, but not be limited to, being available to meet and speak with board members, officers or employees of the Company and/or their counsel at reasonable times and locations, executing accurate and truthful documents, appearing at the Company's request at depositions, trials or other proceedings without the necessity of a subpoena, and taking such other actions as may be reasonably requested by the Company and/or its counsel to effectuate the foregoing. In requesting such services, the Company shall reimburse the Executive for any out-of-pocket expenses reasonably related to such requests that are approved by the Company in advance; provided, further, that, if the incurrence of such expenses is necessary for the Executive to comply with the terms of this Section 12, the Executive shall not be required to comply with this Section 12 until such approval is granted. 13. Confidentiality, Intellectual Property, Non-Solicitation and Non-Disparagement. Subject to Section 10(a) hereof, the Company and the Executive acknowledge and agree that the provisions of the Restrictive Covenant Agreement, and all other Covenants shall continue to apply to the Executive prior to and after the Separation Date as if fully set forth in this Agreement. In addition, and in consideration of the compensation described in Section 3 hereof, and the Company's commitments hereunder, the Company and the Executive also agree, subject to Section 10(a) hereof, as follows: (a) Non-Solicitation. The Executive acknowledges that the provisions of the Restrictive Covenant Agreement relating to non-solicitation of employees shall apply for a period of twelve (12) months following the Separation Date. (b) Non-Disparagement. At all times on and after the Effective Date, the Executive will not disparage, place in a false or negative light or criticize, or make any false statements that may damage the reputation of, orally or in writing, the business, products, policies, decisions, directors, officers or employees of the Company to any person; provided, however, that (i) this provision shall not apply to any truthful statements made by the Executive to the Board (or a committee or subcommittee of the Board) if such statements are provided at the request of the Board (or a committee or subcommittee thereof) in the course of carrying out its duties and responsibilities and (ii) that the Executive may respond accurately and fully to any question, inquiry, or request for information when required by legal process or in response to a governmental inquiry. At all times on and after the Effective Date, the Company will direct



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6 - the members of its Board and its executive officers not to disparage, place in a false or negative light or criticize, or make any knowingly false statements that are intended to damage the reputation of the Executive, orally or in writing to any person, except as required by law and provided, however, that they may respond accurately and fully to any question, inquiry, or request for information when required by legal process or in response to a governmental inquiry. (c) Injunctive Relief. It is recognized and acknowledged by the Executive that a breach of the covenants contained in this Section 13 will cause irreparable damage to the Company, its subsidiaries and affiliates and their respective goodwill, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, the Executive agrees that in the event of a breach of any of the covenants contained in this Section 13, in addition to any other remedy which may be available at law or in equity, the Company will be entitled to specific performance and injunctive relief. The Executive agrees not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages, and the Executive agrees to waive any requirements for the securing or posting of any bond in connection with such remedy. 14. Non-Reliance. The Executive represents to the Company that in executing this Agreement the Executive has not relied upon any representation or statement not set forth herein made by the Company or its agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement, or otherwise. The Executive (i) has reviewed with his own advisors the tax and legal consequences of entering into and the payments under this Agreement, (ii) is relying solely on such advisors and not on any statements or representations of the Company, its agents or advisors, and (iii) understands that he (and not the Company) shall be responsible for his own tax liability that may arise as a result of entering into and the payments under this Agreement. 15. Withholding. All payments required to be made by the Company hereunder to the Executive during the Transition Period shall be subject to withholding of such amounts relating to taxes as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation. 16. Section 409A Compliance. It is intended that any amounts payable under this Agreement and the Company's and the Executive's exercise of authority or discretion hereunder shall be exempt from or otherwise comply with the provisions of Internal Revenue Code Section 409A and the treasury regulations and guidance thereunder ("Section 409A"), in either case, so as not to subject the Executive to the payment of interest and tax penalty which may be imposed under Section 409A. Notwithstanding anything contained herein to the contrary, if at the Executive's separation from service, (i) the Executive is a specified employee as defined in Section 409A and (ii) any of the payments or benefits provided hereunder constitute deferred compensation under Section 409A, then, and only to the extent required by such provisions, the date of payment of such payments or benefits otherwise provided shall be delayed for a period of six (6) months following the separation from service, and any amounts so delayed shall be paid during the seventh (7th) month following separation from service. Any reimbursement amounts payable under this Agreement shall be paid promptly after receipt of a properly documented request for reimbursement from the Executive, provided no amount shall be paid later than December 31 of the year following the year during which the reimbursable amounts were incurred by the Executive. 17. Assignability. The rights and benefits under this Agreement are personal to the Executive and such rights and benefits shall not be subject to assignment, alienation or transfer, except to the extent such rights and benefits are lawfully available to the estate or beneficiaries of the Executive upon death. The Company may assign this Agreement to any parent, affiliate or subsidiary and shall require any entity which at any time becomes a successor whether by merger, purchase, or otherwise acquires all or substantially all of the assets, stock or business of the Company, to expressly assume this Agreement. 18. Entire Agreement. The Executive acknowledges and agrees that this Agreement, together with the Appendices hereto constitute the entire agreement and understanding between the parties and supersedes any prior agreements, written or oral, with respect to the subject matter hereof, including the termination of the Executive's employment after the Effective Date and all amounts to which the Executive shall be entitled, other than as specifically provided in this Agreement; provided further and for the avoidance of doubt, that the Executive remains subject to the Company's Executive Compensation Clawback Policy as it may hereinafter be amended in accordance with its terms. The Executive acknowledges and agrees that this Agreement supersedes the terms regarding the Executive's




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and any right to a jury trial as set forth in Section 23 of this Agreement. 23. Waiver of Jury Trial. EACH OF THE EXECUTIVE AND THE COMPANY HEREBY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL RIGHTS HE/IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR ACTION TO REMEDY ANY BREACH OR ALLEGED BREACH HEREOF, TO ENFORCE ANY TERM HEREOF, OR IN CONNECTION WITH ANY RIGHT, BENEFIT OR OBLIGATION ACCORDED OR IMPOSED BY THIS AGREEMENT.

24. Arbitration. To provide a mechanism for rapid and economical dispute resolution, the Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to this Agreement (including the Release) or its enforcement, performance, breach, or interpretation, or arising from or relating to the Executive's employment with the Company or the termination of the Executive's employment with the Company, will be resolved, to the fullest extent permitted by law, by final, binding, and confidential arbitration held in Santa Clara County, California and conducted by JAMS, Inc. ("JAMS"), under its then applicable JAMS Employment Arbitration Rules and Procedures. By agreeing to this arbitration procedure, both the Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or by administrative proceeding. The Executive will have the right to be represented by legal counsel at any arbitration proceeding at his expense. The arbitrator will: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The Company will bear all fees for the arbitration, except for any attorneys' fees or costs associated with the Executive's personal representation. The arbitrator, and not a court, will also be authorized to determine whether the provisions of this paragraph apply to a dispute, controversy or claim sought to be resolved in accordance with these arbitration procedures. Notwithstanding the provisions of this paragraph, the parties are not prohibited from seeking injunctive relief in a court of appropriate jurisdiction to prevent irreparable harm on any basis, pending the outcome of arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and the state courts of any competent jurisdiction.



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8. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration (together, the "Confidential Arbitration Information") shall not be disclosed to any non-party except the Tribunal, JAMS, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Arbitration Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision survives termination of the contract and of any arbitration brought pursuant to the contract. 25. Counterparts and Facsimiles. This Agreement may be executed in several counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument. Signed copies of this Agreement may be delivered by .pdf, .jpeg or fax and will be accepted as an original. 26. Expenses. Each of the Company and the Executive shall bear its/their own costs and expenses in connection with the negotiation and documentation of this Agreement. 27. No Reliance Upon Other Statements. This Agreement is entered into without reliance upon any statement or representation of any party hereto or parties hereby released other than the statements and representations contained in writing in this Agreement. 28. Amendment / Waiver. This Agreement may not be modified without the express written consent of the parties hereto. Any failure by any party to enforce any of its rights and privileges under this Agreement shall not be deemed to constitute waiver of any rights and privileges contained herein. 29. Notice. Any notice to be given hereunder shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested, addressed as follows: To the Executive at: The most recent address provided by the Executive to the Company To the Company at: TriNet Group, Inc. One Park Plaza 6th Floor Dublin, California 94568 Attn: Samantha Wellington, EVP & Chief Legal Officer 30. Company Subsidiaries, Affiliates and Divisions. For purposes of this Agreement, references to the "Company" in Sections 2, 3, 4, 5, 11, 12, 13, and 15, shall include the Company, its subsidiaries and affiliates. References to "subsidiaries," "affiliates" or "divisions" of the Company shall mean and include those entities or persons publicly identified by the Company to a subsidiary, affiliate or division of the Company and such other entities or persons actually known by the Executive to be a subsidiary, affiliate or division of the Company. [Signature Page Follows]



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(Signature Page to Transition Agreement) IN WITNESS WHEREOF, each of the parties hereto has duly executed this Transition Agreement as of the date and year first set forth above. TRINET GROUP, INC. By: Its: President & Chief Executive Officer EXECUTIVE By: Alexander Warren



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Appendix A RESTRICTIVE COVENANT AGREEMENT



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Appendix B RELEASE AGREEMENT This Release Agreement (this "Agreement") is entered into by Alexander Warren (the "Executive"), on the one hand, and TriNet Group, Inc. (the "Company"), on the other hand (the Executive and the Company are referred to collectively as the "Parties"). 1. Release. In consideration of the compensation payable to the Executive under the terms and conditions of the Transition Agreement dated September 2024, by and between the Executive and the Company (the "Transition Agreement"), and for other good and valuable consideration, receipt of which is hereby acknowledged, the Executive, for himself and for his heirs, executors, administrators, trustees and legal representatives, and their respective successors and assigns (collectively, the "Releasers"), hereby releases, remises, and acquits the Company and its subsidiaries and affiliates and all of their respective past, present and future parent entities, subsidiaries, divisions, affiliates and related business entities, any of their respective assets, employee benefit plans or funds, or past, present or future directors, officers, fiduciaries, agents, trustees, administrators, managers, supervisors, shareholders, investors, employees, legal representatives, agents or counsel, and their respective successors and assigns, whether acting on behalf of the Company or its subsidiaries or affiliates or, in their individual capacities (the "Released Party" or "Released Parties"), from any and all claims, known or unknown, which the Releasers have or may have against any Released Parties arising on or prior to the date that the Executive executes this Release, and any and all liability which any such Released Party may have to the Releasers, whether denominated in claims, demands, causes of action, obligations, damages or liabilities arising from any and all bases, including but not limited to (a) any claim under the Age Discrimination in Employment Act of 1967 (including the Older Workers Benefit Protection Act) (the "ADEA"), the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Civil Rights Act of 1964, the Civil Rights Act of 1991, Section 1981 of the Civil Rights Act of 1866, the Equal Pay Act, the Lilly Ledbetter Fair Pay Act, the Immigration Reform and Control Act of 1986, the Employee

Retirement Income Security Act of 1974, (excluding claims for accrued, vested benefits under any employee benefit or pension plan of the Company, subject to the terms and conditions of such plan and applicable law), the Uniform Trade Secrets Act, the Sarbanes-Oxley Act of 2002, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, the California Family Rights Act, and the California Labor, Government, and Business and Professions Codes; all as amended; (b) any and all claims arising from or relating to, as applicable, the Executive's service as an officer of the Company or any of its subsidiaries or affiliates and the termination or resignation of such officer positions, or the Executive's employment with the Company or the termination of such employment; (c) all claims related to the Executive's compensation or benefits from the Company or the Released Parties, including salary, bonuses, commissions, vacation pay, leave pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company or the Released Parties; (d) all claims for breach of contract, wrongful termination and breach of the implied covenant of good faith and fair dealing; (e) all tort claims, including claims for fraud, defamation, privacy rights, emotional distress, and discharge in violation of public policy and all other claims under common law; and (f) all federal, state and local statutory or constitutional claims, including claims for compensation, discrimination, harassment, whistleblower protection, retaliation, attorneys' fees, costs, disbursements, or other claims (referred to collectively as the "Released Claims"). The Executive expressly waives all rights afforded by Section 1542 of the Civil Code of the State of California, which states as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party." The Executive understands the significance of the Executive's release of unknown claims and waiver of statutory protection against a release of unknown claims. The Executive expressly assumes the risk of such unknown and unanticipated claims and agrees that this Release applies to all Released Claims, whether known, unknown or unanticipated. Notwithstanding the foregoing, this Release does not release claims that cannot be released as a matter of law, including (i) any right to file a civil action or complaint with, or otherwise notify, a state agency, other public prosecutor, law enforcement agency, or any court or other governmental entity alleging claims or a violation of rights under the California Fair Employment and Housing Act, as well as any right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, the Department of Labor, or any other local state, or



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2. federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company and (ii) any right to communicate directly with the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice or similar agency, or to cooperate with or participate in any investigation conducted by such agency, or (iii) otherwise to make other disclosures that are protected under the whistleblower provisions of applicable law. However, by executing this Release, the Executive hereby waives the right to monetary recovery of damages from the Company in any such proceeding brought by the Executive or on behalf of the Executive. In addition, this Release shall not apply to (a) the Executive's rights, if any, to be covered under any applicable insurance policy with respect to any liability the Executive incurred or might incur as an employee, officer or director of the Company, or the Executive's rights, if any, to indemnification under the by-laws or articles of incorporation of the Company; (b) any right the Executive may have to obtain contribution as permitted by law in the event of entry of judgment against the Executive as a result of any act or failure to act for which the Executive, on the one hand, and Company or any other Released Party, on the other hand, are jointly liable; or (c) the Executive's right to enforce the Transition Agreement. 2. ADEA Waiver. The Executive acknowledges that he is knowingly and voluntarily waiving and releasing any rights the Executive may have under the ADEA, as amended. The Executive also acknowledges that the consideration given for the waiver and release herein is in addition to anything of value to which the Executive was already entitled. The Executive further acknowledges that he has been advised by this writing, as required by the ADEA, that: (a) the Executive's waiver and release do not apply to any rights or claims that may arise after the execution date of this Agreement; (b) the Executive has been advised hereby that he has the right to consult with an attorney prior to executing this Agreement; (c) the Executive has had at least twenty-one (21) days from the date of the Transition Agreement to execute it (although he may choose to voluntarily execute this Agreement earlier); (d) the Executive has seven (7) days following the execution of this Agreement by the parties to revoke the Agreement; and (e) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth (8th) day after this Agreement is executed by the Executive, provided that the Company has also executed this Agreement by that date ("Effective Date"). In the event of any changes to this Agreement, whether or not material, the Executive waives the restarting of the twenty-one (21) day period indicated in the immediately preceding sentence. 3. No Actions or Claims. Subject to Section 10(a) of the Transition Agreement, the Executive represents that he has not filed any charges, complaints, grievances, arbitrations, lawsuits, or claims against the Company, with any local, state or federal agency, union or court from the beginning of time to the date of execution of this Agreement and that the Executive will not do so at any time hereafter, based upon events occurring prior to the date of execution of this Agreement. In the event any agency, union, or court ever assumes jurisdiction of any lawsuit, claim, charge, grievance, arbitration, or complaint, or purports to bring any legal proceeding on behalf of the Executive, the Executive will ask any such agency, union, or court to withdraw from and/or dismiss any such action, grievance, or arbitration, with prejudice. 4. Acknowledgements and Representations. The Executive acknowledges and represents that he has not suffered any discrimination or harassment by any of the Released Parties on account of the Executive's race, gender, national origin, religion, marital or registered domestic partner status, sexual orientation, age, disability, medical condition or any other characteristic protected by law. The Executive acknowledges and represents that he has not been denied any leave, benefits or rights to which the Executive may have been entitled under the Family Medical Leave Act or any other federal or state law, and that the Executive has not suffered any job-related wrongs or injuries for which the Executive might still be entitled to compensation or relief. 5. Miscellaneous. (a) Assigns. The terms of this Agreement are binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. (b) Governing Law. This Agreement is, and disputes arising under it are, governed by the laws of the State of California without regard to the principles of conflicts of law that would apply the laws of another jurisdiction. All disputes regarding this Agreement shall be resolved pursuant to the dispute resolution procedures set forth in the Transition Agreement.



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3 - (c) Severability. Each provision in this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision is ineffective to the extent of such prohibition or invalidity, without prohibiting or invalidating the remainder of such provision or the remainder of this Agreement. (d) Entire Agreement. Each Party the Drafter. This Agreement together with the Transition Agreement, constitutes the entire agreement and complete understanding of the Parties with regard to the matters set forth herein and, except as otherwise specifically set forth in this Agreement and the Transition Agreement, supersedes any and all prior or contemporaneous agreements, understandings, and discussions, whether written or oral, between the parties with regard to such matters. No other promises or agreements are binding unless in writing and signed by each of the parties after the date hereof. Should any provision of this Agreement require interpretation or construction, the entity interpreting or construing this Agreement should not apply a presumption against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document. (e) Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original. Any executed counterpart returned by facsimile or electronic transmission shall be deemed an original executed counterpart. (Signature Page Follows)



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(Signature Page to Release Agreement) TO BE EXECUTED NO EARLIER THAN THE SEPARATION DATE AND NO LATER THAN SEPTEMBER 6, 2024. TRINET GROUP, INC. Date: By: Samantha Wellington Its: EVP and Chief Legal Officer EXECUTIVE Date: Alexander Warren



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1. TRINET GROUP, INC. EMPLOYMENT AGREEMENT THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into by and between Timothy (Tim) N. Nimmer (the "Executive," "you" or "your") and TriNet USA, Inc., a Delaware corporation (the "Company") (each a "Party" and collectively the "Parties"), as of June 24, 2024 (the "Effective Date"). NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Parties hereby agree as follows: 1. EMPLOYMENT BY THE COMPANY 1.1 Title and Responsibilities. Subject to the terms set forth herein, and effective on the date on which you commence your employment with the Company, which shall be no later than June 24, 2024 (the "Effective Date"), you will be an employee of the Company, and, among other things, you shall serve as the Senior Vice President, Risk Products and Operations of TriNet Group, Inc. ("TriNet," which is the parent of the Company), and you will report to the Chief Executive Officer of the Company. During your employment with the Company, you will devote your best efforts and substantially all of your business time and attention (except for vacation periods and reasonable periods of illness or other incapacity permitted by the Company's general employment policies) to the business of TriNet and its subsidiaries including the Company (the "TriNet Group"). Within this relationship, you shall be expected to perform those duties the Company requires, within the bounds of its policies and the law, to the highest professional and ethical standards. Notwithstanding the foregoing, it is acknowledged and agreed that you may engage in civic and not-for-profit activities and/or serve on the boards of directors of non-competitive private or public companies; provided, however, in each case that such activities do not materially interfere with the performance of your

duties hereunder and, for service on any board of directors, prior approval shall be obtained from the Chief Legal Officer of the Company. 1.2 At-Will Employment. Your relationship with the Company is at-will, which means that you and the Company both have the right to terminate your employment with the Company at any time with or without cause, reason, or advance notice, subject to any notice requirement provided in any other agreement with the Company. In addition, the Company retains the discretion to modify the terms of your employment, including but not limited to position, duties, reporting relationship, office location, compensation, and benefits, at any time; provided, however, that any such modification will not affect your rights under the Severance Plan in accordance with its terms (as defined below). You also may be removed from any position you hold in the manner specified by the Bylaws of the Company and applicable law. 1.3 Company Employment Policies. The employment relationship between the Parties will be governed by this Agreement and the standard employment terms and conditions as set forth in in the Company's Colleague Guidebook, the Terms and Conditions Agreement (TCA) and other form agreements, policies and procedures of the Company, including those relating to the mandatory arbitration provisions relating to employment-related disputes, the protection of confidential information and the assignment of inventions, except that when the terms of this Agreement differ from or are in conflict with the Company's general employment policies or procedures, this Agreement will control. Your failure or refusal to complete any of the Company's aforementioned standard form agreements or acknowledgement of the Company's standard employment policies and procedures will result in the automatic termination of your employment without triggering any severance benefits, notwithstanding section 2.4(b) below or the Severance Plan (as defined below). 2. COMPENSATION.



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2.2.1 Salary. You will earn a base salary that is established in accordance with Company policy and subject to review and approval by the Compensation and Human Capital Management Committee (the "Committee") of the Board of Directors of TriNet (the "Board") and that is payable semi-monthly on the Company's standard payroll dates, less any payroll deductions and all required taxes and withholdings. Your annualized base salary starting on the Effective Date is Five Hundred Fifty Thousand Dollars (\$550,000.00). You will be considered for annual adjustments in base salary in accordance with Company policy and subject to review and approval by the Committee. This is a full-time, exempt position and you are expected to work the Company's normal business hours and such additional time as may be required by the nature of your work assignments (for which you will not be eligible for overtime compensation).

2.2 Equity Award. The parties agree that, in exchange for acceptance of the offer of employment and the execution of this Agreement, after the Effective Date, the Chief Executive Officer will recommend to the Committee an equity grant with a grant date value of One Million Dollars (\$1,000,000) (the "RSU Award") comprised of time-vested restricted stock units to be settled in shares of TriNet common stock ("RSUs") and an equity grant with a grant date value of One Million Dollars (\$1,000,000) (the "PSU Award") comprised of performance-based restricted stock units to be settled in shares of TriNet common stock ("PSUs"). The RSU and PSU Awards shall be made pursuant to TriNet's 2019 Equity Incentive Plan and shall be subject to the terms and conditions set forth in TriNet's forms of grant notice and award agreements. Approval of the recommendation of each Equity Award is in the sole and unreviewable discretion of the Committee. The number of RSUs and PSUs actually awarded under the RSU Award and the PSU Award, respectively, shall be determined based on the closing market price on the Grant Date, as defined under the Committee's standard award resolution language, following approval by the Committee. The RSUs under the RSU Award shall, if and when granted by the Committee, be subject to a four-year vesting schedule for new hires, with one-fourth of the total shares subject to the RSU Award (rounded down to the nearest whole share) vesting on the first anniversary of the Grant Date, and thereafter one-sixteenth of the total shares vesting on the 15th day of the second month of each calendar quarter after the first anniversary of the Grant Date (rounded down to the nearest whole share, except for the last vesting installment which will be rounded up or down, as necessary, to account for any prior fractional shares), in each case provided that you are an Employee, Non-Employee Director or Consultant (each as defined in TriNet's 2019 Equity Incentive Plan) of the Company or TriNet on such vesting date. The PSUs under the PSU Award shall, if and when granted by the Committee, be determined based on the Committee's evaluation of the Performance Criteria for the pertinent performance period (in this case, the 2024 calendar year) set forth in the PSU Award, and shall be subject to a two-year vesting schedule with one-half vesting on December 31, 2025 and one-half vesting on December 31, 2026, in each case provided that you are an Employee, Non-Employee Director or Consultant (each as defined in TriNet's 2019 Equity Incentive Plan) of the Company or TriNet on such vesting date. You will be considered for annual or periodic "refresh" equity awards at the same time as the other executives, which will be subject to the terms and conditions of the Company's equity incentive plan and the grant agreements. Approval of the recommendation of any equity award is in the sole and unreviewable discretion of the Committee or its subcommittee, the Equity Award Committee (the "EAC").

2.3 Target Variable Compensation. Each year, you will be eligible to earn an annual performance-based variable compensation amount based on the achievement of corporate performance goals established by the Company and subject to approval by the Committee and individual performance goals and objectives, with the target amount for such variable compensation established in the Company's annual executive bonus plan (the "Target Variable Compensation"). For 2024, your Target Variable Compensation shall be 100% of your annual base salary prorated from the Effective Date, subject to the achievement of the corporate and individual performance goals and objectives. Achievement against goals and the actual amount of the Target Variable Compensation earned will be determined by the Company, in its sole discretion, and will be subject to the approval of the Committee. In order to earn and be paid such variable compensation, you must remain an active employee throughout the full-time period for which the Target Variable Compensation is paid, and for which time period the Company and the Committee assesses performance and the related compensation amounts, and you must be employed and in good standing on the date of Target Variable Compensation distribution. Any earned Target Variable Compensation shall be paid within thirty (30) days following its determination and approval by the Committee.



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3.2.4 Sign-On Bonus. You will be eligible for a cash bonus in the amount of Two Hundred Seventy Five Thousand Dollars (\$275,000.00) less applicable taxes, deductions and withholdings, to be paid in one lump sum on or before July 31, 2024 (the "Sign-On Bonus"), provided you remain employed with the Company on that date and have not indicated intent to terminate your employment. In the event you voluntarily terminate your employment within two years of the Effective Date, you will be responsible for immediate repayment of a pro-rated amount of the Sign-On Bonus to the Company. 2.5 Company Benefits. (a) Standard Company Benefits. You will be eligible to participate in the Company's standard employee benefits plans that are available to employees generally in the U.S., as in effect from time to time, subject to the terms and conditions of such plans. (b) Severance Benefits. The Committee has designated you as a Participant in the TriNet Group, Inc. Amended and Restated Executive Severance Benefit Plan (the "Severance Plan"), a copy of which is attached hereto as Annex A, which shall be the only severance benefits from the Company to which you shall be entitled. 2.6 Expense Reimbursements. You will be eligible for reimbursement of eligible business expenses in accordance with the Company's expense reimbursement program. For the avoidance of doubt, to the extent that any reimbursements payable by the Company to you under this Agreement or otherwise are subject to the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any such reimbursements will be paid no later than December 31 of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year will not affect the amount eligible for reimbursement in any subsequent year, and the right to reimbursement will not be subject to liquidation or exchange for another benefit. 3. CONFIDENTIAL INFORMATION/RESTRICTIVE COVENANTS. As a condition of your continued employment, you must sign and comply with the Restrictive Covenants and Invention Disclosure Agreement (the "RCAIDA") attached hereto as Annex B. 4. GENERAL PROVISIONS. 4.1 Notices. Any notices provided hereunder must be in writing and will be deemed effective upon the earlier of personal delivery (including, personal delivery, email and facsimile transmission), delivery by express delivery service (e.g. Federal Express), or the third day after mailing by first class mail, to the Company at its primary office location and to Executive at their address as listed on the Company payroll (which address may be changed by either Party by written notice). 4.2 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, and such invalid, illegal or unenforceable provision will be reformed, construed and enforced in such jurisdiction so as to render it valid, legal, and enforceable consistent with the intent of the Parties insofar as possible. 4.3 Waiver. If either Party should waive any breach of any provisions of this Agreement, they or it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. 4.4 Entire Agreement. This Agreement, including its annexes and exhibits, constitutes the entire



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4 agreement between Executive and the Company regarding the subject matter hereof. As of the Effective Date, this Agreement supersedes and replaces any and all other agreements, promises, or representations, written or otherwise between Executive and the Company with regard to this subject matter. This Agreement is entered into without reliance on any agreement, promise, or representation, other than those expressly contained or incorporated herein, and, except for those changes expressly reserved to the Company's or Board's discretion in this Agreement, the terms of this Agreement cannot be modified or amended except in a writing signed by Executive and a duly authorized officer of the Company which is approved by the Board. 4.5 Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one Party, but all of which taken together will constitute one and the same Agreement. Signatures transmitted via facsimile will be deemed the equivalent of originals. 4.6 Headings and Construction. The headings of the sections hereof are inserted for convenience only and will not be deemed to constitute a part hereof or to affect the meaning thereof. For purposes of construction of this Agreement, any ambiguities will not be construed against either Party as the drafter. 4.7 Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive, the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of their duties hereunder and they may not assign any of their rights hereunder without the written consent of the Company. 4.8 Informing Subsequent Employers. If Executive's employment is terminated, the Company has the right to inform any subsequent employer of Executive's obligations under this Agreement, and may send a copy of these terms of employment to that employer. 4.9 Attorney Fees. If either Party hereto brings any action to enforce their or its rights hereunder, the prevailing Party in any such action will be entitled to recover their or its reasonable attorneys' fees and costs incurred in connection with such action. 4.10 Arbitration. To provide a mechanism for rapid and economical dispute resolution, Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to this Agreement (including the Release) or its enforcement, performance, breach, or interpretation, or arising from or relating to Executive's employment with the Company or the termination of Executive's employment with the Company, will be resolved, to the fullest extent permitted by law, by final, binding, and confidential arbitration held in Alameda County, California and conducted by JAMS, Inc. ("JAMS"), under its then applicable JAMS Employment Arbitration Rules and Procedures. By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or by administrative proceeding. Executive will have the right to be represented by legal counsel at any arbitration proceeding at their expense.



The arbitrator will: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The Company will bear all fees for the arbitration, except for any attorneys' fees or costs associated with Executive's personal representation. The arbitrator, and not a court, will also be authorized to determine whether the provisions of this paragraph apply to a dispute, controversy or claim sought to be resolved in accordance with these arbitration procedures. Notwithstanding the provisions of this paragraph, the Parties are not prohibited from seeking injunctive relief in a court of appropriate jurisdiction to prevent irreparable harm on any basis.

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5 pending the outcome of arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and the state courts of any competent jurisdiction. 4.11 Governing Law. All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of California without regard to conflicts of laws principles. IN WITNESS WHEREOF, the Parties have executed this first amended and restated employment agreement effective as of the Effective Date. TRINET USA, INC. Michael Q. Simonds President & Chief Executive Officer EXECUTIVE Timothy N. Nimmer



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I ANNEX A TRINET GROUP, INC. AMENDED AND RESTATED EXECUTIVE SEVERANCE BENEFIT PLAN [Separately filed with the Securities and Exchange Commission as Exhibit 10.5 to the Form 10-Q, filed on April 30, 2018.]



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1. TRINET GROUP, INC.'S AMENDED AND RESTATED SEVERANCE BENEFIT PLAN PARTICIPATION NOTICE To: Timothy N. Nimmer Date: May 6, 2024 TriNet Group, Inc. (the "Company") has adopted the TriNet Group, Inc. Amended and Restated Executive Severance Benefit Plan (the "Plan"). The Company is providing you this Participation Notice to inform you that you have been designated as a "Participant" under the Plan. A copy of the Plan document is attached to this Participation Notice. The terms and conditions of your participation in the Plan are as set forth in the Plan and this Participation Notice, which together constitute the Summary Plan Description for the Plan. You understand that by accepting your status as a Participant in the Plan, you are waiving your rights to receive any severance benefits on any type of termination of employment under any other contract or agreement with the Company. By accepting participation, you represent that you have either consulted your personal tax or financial planning advisor about the tax consequences of your participation in the Plan, or you have knowingly declined to do so. Please return a signed copy of this Participation Notice to Catherine Wrang at [catherine.wrang@trinet.com](mailto:catherine.wrang@trinet.com) and retain a copy of this Participation Notice, along with the Plan document, for your records. TRINET GROUP, INC. Signature: Printed Name: Title PARTICIPANT Signature: Printed Name: Timothy N. Nimmer



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1 ANNEX B RESTRICTIVE COVENANTS AND INVENTION DISCLOSURE AGREEMENT



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1. RESTRICTIVE COVENANTS AND INVENTION DISCLOSURE AGREEMENT As consideration for, among other things, my employment or continued employment after the date of this Agreement, all compensation now or hereafter paid to me, including but not limited to salary, commissions, bonus awards, insurance and other benefits, and all other forms and types of compensation and benefits, I agree to the terms and conditions of this Restrictive Covenants and Invention Disclosure Agreement ("RCAIDA" or "Agreement") as follows:

1. Maintaining Confidential Company Information. A. I acknowledge and agree that during my employment with TriNet USA, Inc. or any of its successors, subsidiaries, assigns, and related companies, including TriNet Group, Inc. (collectively, the "Company"), I will have access to, receive and/or will review the Company's confidential or proprietary information or trade secrets (collectively, "Confidential Information"). "Confidential Information" shall include, but not be limited to, the following types of non-public information in any form: Trade secrets; research and development plans or projects; marketing, sales, financial, product and customer data and reports; computer materials such as software programs, instructions, source and object code, and printouts; information regarding the Company's products, prospective products, inventions, developments and discoveries; data compilations; development databases; business improvements; business plans (whether pursued or not); budgets; unpublished financial statements; licenses, including the terms thereof, fee agreements and vendor contracts; pricing models, formulas, and strategy; cost data and analyses; information relating to the skills and compensation of other employees of the Company; the personal information and protected health information of other employees of the Company which I would not have obtained absent my employment with the Company, including worksite employees brought to TriNet by its customers; lists of former, current and potential customers of TriNet and all non-public information about them such as contact person(s), pricing, product and/or service needs or requirements, profitability, cost to service, and other terms; marketing strategies, forecasts and other marketing information and techniques; employment and recruiting strategies and processes; sales practices, strategies, methods, forecasts, compensation plans, and other sales information; investor information; and the identities of the Company's suppliers, vendors, and contractors, and all information about the Company's relationships with its suppliers, vendors and contractors such as contact person(s), pricing and other terms. For clarity, "Confidential Information" is limited to information that is known only to the Company and its customers, vendors and/or suppliers and that is not otherwise readily ascertainable to the public. To the extent that I have any question as to whether any information constitutes Confidential Information, or whether any email, spreadsheet, PowerPoint, file, or other document contains Confidential Information, I agree to obtain the express written permission of my manager before transmitting, using or disclosing the information for any purpose that is, in whole or in part, outside of my assigned job duties or responsibilities. In no event shall I transmit, use, or disclose Confidential Information for any purpose other than a purpose that is designed to be in the best interest of the Company. Expressly excluded from the definition of "Confidential Information" is any information that (a) through no fault of mine is or becomes readily ascertainable to the public and/or is readily and lawfully available to the public through a public media source such as television, radio or a publicly-available magazine or newspaper; (b) I lawfully obtained and possessed prior to my employment with the Company; (c) I lawfully obtained after termination of my employment with the Company from a third party who was lawfully in possession of the information and permitted to disclose it to me; (d) arises from my general training, knowledge, skill, or experience, whether gained on the job or otherwise; or (e) I otherwise have a right to disclose as legally protected conduct.



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2 I understand and acknowledge that this definition and description of Confidential Information includes information in any and all forms, whether original, duplicated, compiled, aggregated, segregated, or summarized; and whether on paper, electronically stored, conveyed verbally, residing in my memory, or reproduced from my memory. I agree that if information qualifies as Confidential Information, it does not lose its confidentiality simply because I am able to remember it. B. During my employment with the Company, I shall not directly or indirectly transmit, disclose, furnish, or use any Confidential Information other than as reasonably needed to perform my job duties and responsibilities for the Company. I acknowledge and agree that I am only permitted to transmit, disclose, furnish, and use Confidential Information if, in so doing, I am acting in good faith and in the best interests of the Company. Once my employment with the Company ends, I shall not directly or indirectly transmit, use, furnish, or disclose any Confidential Information to any person or entity for any reason. C. I acknowledge and agree that all Confidential Information is proprietary and shall remain the exclusive property of the Company. Accordingly, within ten calendar days of the earlier of (1) my providing notice of resignation to the Company; (2) the Company's notice to me of the separation of my employment; or (3) the end of my employment with the Company for any other reason or under any other circumstance, I shall return to the Company any and all Confidential Information in my possession, custody or control, including, but not limited to, all Confidential Information contained in any email, word processing document, PowerPoint presentation, spreadsheet, text, instant message or other electronically-stored document or electronic data storage media, without exception. This covenant to return Confidential Information includes all Confidential Information in my possession, custody, or control regardless of where it may reside or be stored. I acknowledge and agree that after my employment with the Company terminates, I shall not be permitted to retain in my possession, custody or control any documents or materials containing Confidential Information, whether such documents or materials are originals, copies, compilations, summaries, analyses, or otherwise. D. My obligations under this Paragraph 1 are in addition to, and not in limitation or preemption of, all other obligations of confidentiality I may have, including any obligations under the common law, statutory law or under general legal or equitable principles, or under any other Agreement I may have with the Company. E. I agree that the terms of this Paragraph 1 are reasonable and essential for the protection of the goodwill, trade secrets, proprietary data and confidential information of the Company; that the Company's Confidential Information provides the Company with a competitive advantage in the marketplace; that activity in violation of this Paragraph 1 is likely to cause substantial and irreparable harm to the Company; and that the Company has legitimate business reasons to seek protection against improper and unauthorized disclosures of Confidential Information. I further agree that the terms of this Paragraph 1 are reasonably narrow to protect the Company's interests and will not impair, hinder, hamper, or otherwise impact my ability to obtain other lawful employment after my employment with the Company terminates. F. In the event I receive a subpoena, deposition notice, interview request, or other process or order to testify regarding or to disclose Confidential Information, I shall within five (5) business days of receiving such subpoena, deposition notice, or request: (i) notify the Company's Legal Department in writing of the item, document, or information sought by such subpoena, deposition notice, interview request, or other process or order; (ii) furnish the Company's Legal Department with a copy of said subpoena, deposition notice, interview request, or other process or order; and (iii) provide reasonable cooperation with respect to any procedure that the Company may initiate to protect Confidential Information or other interests. If the Company objects to the subpoena, deposition notice, interview request, process, or order, I shall cooperate to ensure that there shall be no disclosure until the court or other applicable entity has ruled upon the objection, and then only in accordance with the ruling so made. If no such objection is made despite a reasonable opportunity to do so, I shall be entitled to comply with the subpoena.



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3 deposition, notice, interview request, or other process or order provided that I have fulfilled the above obligations. G. Pursuant to the Defend Trade Secrets Act, I understand that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, I understand that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (a) files any document containing the trade secret under seal and (b) does not disclose the trade secret, except pursuant to court order. H. Notwithstanding anything in this Agreement or otherwise, I understand that: (1) I have the right under federal law to certain protections for cooperating with or reporting legal violations to the Securities and Exchange Commission (the "SEC") and/or its Office of the Whistleblower, as well as certain other governmental authorities and self-regulatory organizations, and as such, nothing in this Agreement or otherwise is intended to prohibit me from disclosing this Agreement to, or from cooperating with or reporting violations to, the SEC or any other such governmental authority or self-regulatory organization, and I may do so without notifying the Company. The Company may not retaliate against me for any of these activities, and nothing in this Agreement or otherwise would require me to inform the Company of any of these activities or waive any monetary award or other payment that I might become entitled to from the SEC or any other governmental authority. (2) Nothing in this Paragraph 1 or this Agreement shall limit in any way any statutory right I may have to disclose or use information under Section 7 of the United States National Labor Relations Act or any other applicable law. I further understand and acknowledge that nothing in this Paragraph 1 or this Agreement prohibits me from disclosing information about my wages or terms and conditions of employment or from disclosing unlawful acts in the workplace such as sexual harassment, discrimination, or retaliation. I understand and acknowledge that the Company will not take any disciplinary action or other adverse employment action against me for properly exercising my legal rights. (3) Nothing in this Paragraph 1 or this Agreement shall preclude me from maintaining, possessing, or disclosing at any time my own personal information, including without limitation my pay history, wage statements, and tax-related documents and materials, even after my employment with the Company terminates. (4) If I am unsure or uncertain as to whether information constitutes a trade secret, I will contact the Company's Legal Department to discuss the issue and I agree that I will not transmit, disclose, or use the information in question without first obtaining express written consent from the Company's authorized legal representative. 2. Third-Party Information. A. I acknowledge and agree that the Company has in the past received, and in the future will receive, information from customers, vendors and other third parties that is confidential, proprietary, or that the third party does not want disclosed outside of the Company ("Third-Party Information"). I understand that the Company typically receives such information under a legal duty to maintain its confidence, and that the Company has a legitimate business interest

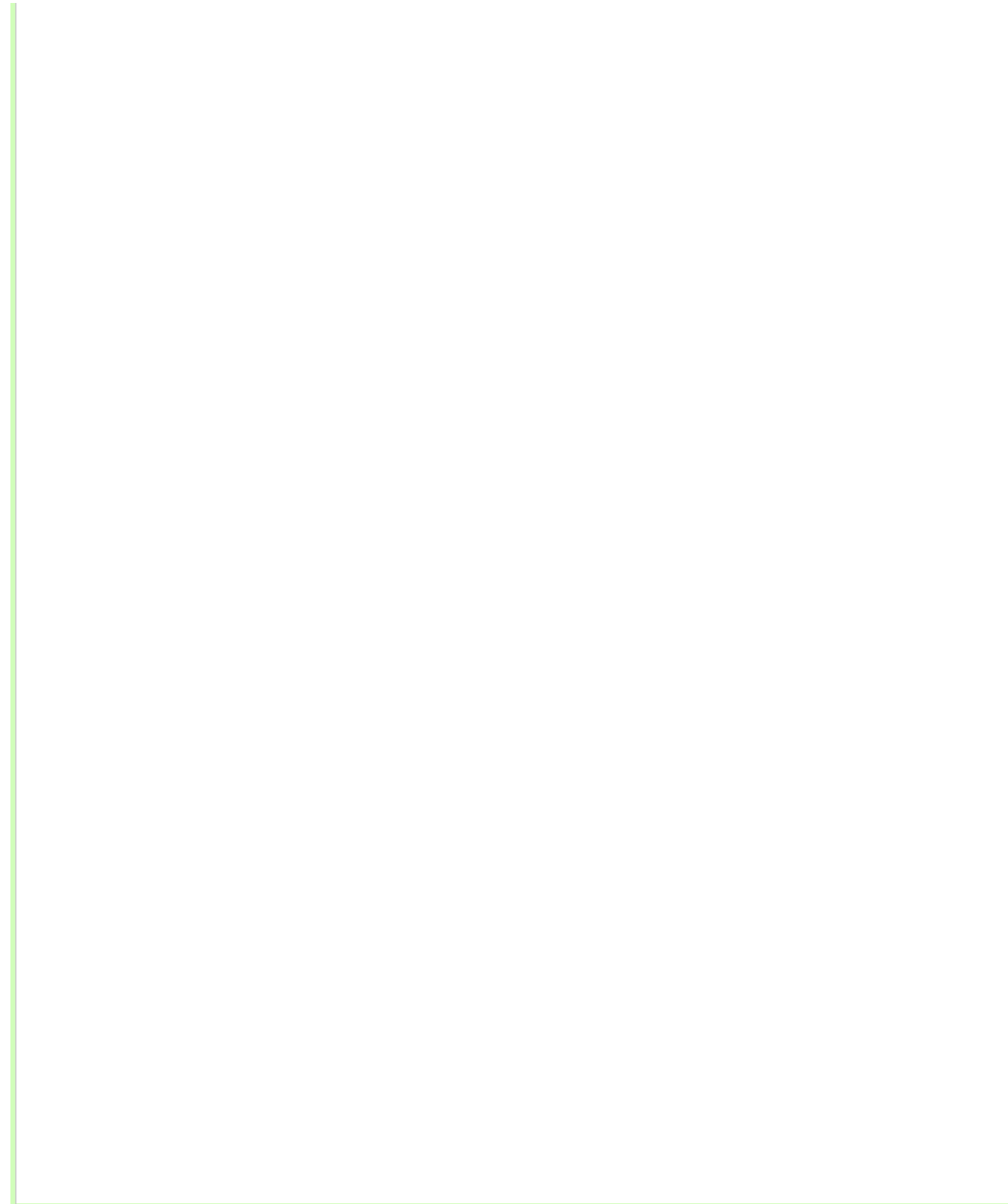


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4. In ensuring that it does not disclose Third-Party Information to persons outside of the Company, to persons within the Company who are not authorized to access or use it, or to any party who seeks to use or disclose it for an improper or unauthorized purpose. B. During my employment with the Company, I shall not directly or indirectly transmit, disclose, furnish, or use any Third-Party Information other than as I am expressly authorized and as reasonably needed to perform my job duties and responsibilities for the Company. I acknowledge and agree that I am only permitted to transmit, disclose, furnish, and use Third-Party Information if, in so doing, I am authorized to do so, act in good faith, and do so in the best interests of the Company. Once my employment with the Company ends, I shall not directly or indirectly transmit, use, furnish, or disclose any Third-Party Information to any person or entity for any reason. C. Within ten calendar days of the earlier of (1) my providing notice of resignation to the Company; (2) the Company's notice to me of the separation of my employment; or (3) the end of my employment with the Company for any other reason or under any other circumstance, I shall return to the Company any and all Third-Party Information in my possession, custody or control, including, but not limited to, all Third-Party Information contained in any email, word processing document, PowerPoint presentation, spreadsheet, text, instant message, any hard copy or other electronically-stored document, without exception. This covenant to return Confidential Information includes all Confidential Information in my possession, custody, or control regardless of where it may reside or be stored. I further acknowledge and agree that I shall not be permitted to retain in my possession, custody or control any documents or materials containing Third-Party Information, whether such documents or materials are original, copies, compilations, summaries, analyses, or otherwise. D. My obligations under this Paragraph 2 are in addition to, and not in limitation or preemption of, all other obligations of confidentiality I may have, including any obligations under the common law, statutory law or under general legal or equitable principles, or under any other Agreement I may have with the Company. E. I agree that the terms of this Paragraph 2 are reasonable and essential for the protection of Third-Party Information; that activity in violation of this Paragraph 2 may cause substantial and irreparable harm to the Company and/or its customers, vendors and other third parties; and that the Company has legitimate business reasons to seek protection against improper disclosures of Third-Party Information entrusted to the Company. I further agree that the terms of this Paragraph 2 are reasonably narrow to protect the Company's interests and will not impair, hinder, hamper, or otherwise impact my ability to obtain other gainful employment after my employment with the Company terminates. 3. No Improper Use of Information of Prior Employers and Others: During my employment with the Company, I will not improperly use or disclose any confidential information or trade secrets of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring on to Company premises or place on any Company hardware, software, or equipment any proprietary or confidential information or property belonging to any former employer or any other person to whom I have an obligation of confidentiality (unless consented to in writing by that former employer or person). I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. I represent and warrant that my employment with the Company will not violate or breach any agreement I have entered with any other person or entity. I further represent and warrant that I have disclosed to the Company, in writing, any restrictive covenants I may be bound to, including any non-disclosure, non-solicitation, and non-competition covenants. 4. Return of Company Property. In addition to the obligations in Paragraphs 1 and 2 above, when I leave the employ of the Company, I will deliver to the Company (and will not keep in my possession, copy, recreate or deliver to anyone else in whole or in part) any and all items I received from the Company including but not limited to files, drawings,



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5 notes, notebooks, memoranda, specifications, records, business plans and forecasts, financial information, sales materials, customer and prospective customer lists, reports, programs, proposals, specifications, computer-recorded information (including emails), tangible property (including but not limited to laptop/desktop computers, flash drives, CD-ROMs, cell phones, smartphones, tablets and other PDA devices), building entry/access cards, corporate credit cards, identification badges and keys, devices, and documents, together with all copies thereof (in whatever medium recorded) and any other property or material containing, summarizing, characterizing or disclosing Confidential Information or Third-Party Information. I further agree that any property owned by the Company, wherever located, including laptops, cellular telephones, iPads, thumb drives, CDs, disks and any other storage media, computers, filing

cabinets, desks/desk drawers, or lockers, is subject to inspection by Company personnel at any time during and after my employment, with or without notice. 5. No Conflicting Employment; Solicitation Restrictions. A. While employed by the Company, I will not, without the Company's prior written consent, directly or indirectly engage in any employment, consulting, contracting, soliciting, sales, marketing or other activity wherein I may use or disclose the Company's Confidential Information or conflict with any of my obligations under this Agreement. I agree that while employed by the Company I owe the Company a duty of loyalty and a duty to act in good faith, whether such duty is assumed or implied in law. Thus, during my employment with the Company, I will not directly or indirectly, individually or in combination with any other employee, individual or competitor of the Company, compete against the Company. B. During any period in which I am employed by the Company and for a period of one year thereafter, I shall not, directly or indirectly, take any action or engage in any conduct intended or reasonably calculated to solicit, approach, recruit, induce or urge any employee, independent contractor, or agent of the Company to discontinue, in whole or in part, his/her employment relationship with the Company. The restrictions in this paragraph apply only to those employees, independent contractors, or agents of the Company who at any time during the twelve months preceding termination of my employment with the Company: (a) I worked with in my department, (b) I had material contact with, or (c) I supervised. C. During the period of my employment with the Company, and for a period of one year after my termination for any reason, I shall not directly or indirectly, for myself or on behalf of any other person or entity, solicit any entity that, at the time, has a contractual relationship with the Company for the purpose of (i) providing or selling services, goods or products that are the same as or similar to the kinds or types of services, goods or products being provided or sold by the Company, or (ii) entering into or seeking to enter into any contract or other arrangement with any such entity for the performance or sale of services or goods and products of a nature being provided or sold by the Company. I understand that my agreement "not to solicit" as set forth in this paragraph means that I will not, directly or indirectly, initiate any contact or communication with any entity that, at the time, has a contractual relationship with the Company for the purpose of soliciting, inviting, encouraging, recommending or requesting any such entity to do business with me and/or any other person or entity. This Paragraph 5(C) shall be limited to (i) entities which I directly solicited, assisted, or otherwise provided services to or for at any time during the last twelve months of my employment with the Company and/or (ii) entities for which I received commissions or retention compensation from the Company at any time during the last twelve months of my employment with the Company. D. I acknowledge and agree that, due to nature of the Company's business, the restrictive covenants contained in Paragraphs 1, 2 and 5 are essential for the reasonable, proper and adequate protection of the Company's business, goodwill, trade secrets, proprietary data and confidential information. I further acknowledge and agree that the covenants in Paragraphs 1, 2 and 5 are narrowly tailored, are not overly broad or unduly burdensome, and will not prevent me from earning a livelihood following the termination of my employment with the Company.



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6.6. Ownership of Discoveries & Results and Proceeds. Any inventions (whether or not patentable), discoveries, designs, business methods, improvements or works of authorship made by me, alone or jointly with others, and all results and proceeds of my services to the Company ("Results and Proceeds") at any time during my employment by the Company which are made, conceived, reduced to practice or learned by me in the course and scope of my employment or with the use of the Company's time, property (whether tangible or intangible), materials or facilities, or relating to any subject matter with which my work for the Company is concerned, are hereby irrevocably and unconditionally assigned to the Company for its benefit and shall be the exclusive property of the Company. Any copyrightable subject matter included in the Results and Proceeds shall be "works made for hire" as that phrase is defined in the Copyright Act of 1976 (17 U.S.C. 101 et seq.). If it is ever determined that any Results and Proceeds cannot be considered "works made for hire" or otherwise cannot be fully assigned to the Company under applicable law, I hereby grant to the Company in perpetuity and on an exclusive and irrevocable basis all worldwide rights of every kind and nature, whether now known or hereafter recognized, in and to such Results and Proceeds to the maximum extent permitted by applicable law. Without limitation of the foregoing, the Company has the exclusive right to obtain and own all patents and copyright registrations with respect to such Results and Proceeds. Neither the expiration nor the termination of this Agreement shall affect the Company's ownership of or rights in the Results and Proceeds or any intellectual property rights therein. To facilitate the determination of whether any invention, discovery, designs, business methods, improvement or work of authorship is properly transferable to the Company, I will promptly advise it of all inventions, discoveries, improvements or works of authorship made, conceived, reduced to practice or learned by me during the term of my employment and for six months after termination of my employment. I understand that my obligations under this Paragraph 6 do not apply to any invention that qualifies fully as a non-assignable invention under any law of any jurisdiction, in each case, to the extent applicable to my inventions. I have completed Exhibit A, which lists all inventions, improvements and other works ("Pre-existing Work") that I have alone or jointly with others, conceived, developed, reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties. I hereby represent and warrant that there is no Pre-existing Work other than as set forth in the attached Exhibit A. If Exhibit A is not completed in full, and included herein, there is no Pre-existing Work for which I claim ownership. I agree that I will not incorporate any Pre-existing Work into any Company works without first obtaining the express, written approval of the Company in each case. To the extent that I incorporate any Pre-existing Work into any Company works, I hereby represent and warrant that I have all necessary rights and authority to do so and hereby grant to Company the perpetual, irrevocable, non-exclusive, worldwide, royalty-free and sublicensable right to use and exploit such Pre-existing Work for any and all purposes in connection with the Company's and its affiliates' and their respective successors' and assigns' current and future businesses. 7. Perfection and Enforcement of Proprietary Rights. I will assist the Company in every proper way at the Company's request and direction to obtain, perfect and enforce United States, Canadian and foreign patent, copyright, mask work and other intellectual property rights ("Proprietary Rights") relating to Company information and/or Results and Proceeds in any and all countries. Without limiting the generality of the foregoing, I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. My obligation to assist the Company pursuant to this Paragraph 7 shall continue following the termination of my employment, but the Company shall compensate me at a reasonable rate to be determined by the Company consistent with its ordinary practices after my termination for the time actually spent by me at the Company's request for such assistance. If the Company or its designee is unable because of my mental or physical incapacity or unavailability or for any other reason to obtain my signature for any document required by this Paragraph 7, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such documents with the same legal force and effect as if originally executed by me, and I declare that this power of attorney shall be deemed to be coupled with an interest and irrevocable, and may be exercised during any subsequent legal incapacity.



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7.8. No Continued Employment; Exit Interview. I understand that my employment with the Company is at-will and that this Agreement does not confer any right of continued employment by the Company and does not limit in any way the Company's right or my right to terminate my employment at any time and for any reason or no reason, with or without cause in accordance with applicable law. In the event my employment with the Company terminates for any reason, I will, if requested, participate in an exit interview with the Company and reaffirm in writing my obligations as set forth in this Agreement (though such re-affirmance is not required in order for the terms of this Agreement to remain valid and enforceable). I agree to provide the Company with the name and address of my new employer, and consent to the Company's notification to my new employer of my rights and obligations under this Agreement, including that I agree the Company may provide a copy of this Agreement to any such new employer. 9. Legal and Equitable Remedies. A. In the event I breach or threaten to breach, or the Company reasonably believes I am about to breach, any of the terms, conditions or restrictive covenants in Paragraphs 1, 2 or 5 of this Agreement, I agree that the Company will be entitled to injunctive relief as well as an equitable accounting of all earnings, profits and other benefits relating to or arising from a violation of this Agreement, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled at law or in equity. I acknowledge and agree that a breach of Paragraphs 1, 2 or 5 will cause the Company to suffer immediate and irreparable harm and that money damages will not be adequate to compensate the Company or to preserve the status quo. Therefore, I consent to the issuance of a temporary restraining order, preliminary injunction, and other injunctive relief necessary to enforce this Agreement. B. In the event of a breach of Paragraph 5, the Company shall be entitled to an injunction, judgment, or other order that requires me to comply with the breached term, condition or covenant for a time period equal to the period of the breach. The relief provided for in this Paragraph 9(B) shall be in addition to, and not in lieu of, all other rights and remedies available at law and equity. C. I agree that any application for temporary restraining order and/or temporary or preliminary injunctive relief shall be adjudicated exclusively in a court of competent jurisdiction, even if the Company and I are parties to an arbitration agreement that otherwise includes disputes under this Agreement. I agree that the injunctive relief to which I consented above, under the circumstances addressed in this Section 9(C), shall be granted by a court of competent jurisdiction pending arbitration on the merits to preserve the status quo pending completion of such arbitration. D. I agree that in any proceeding alleging breach of this Agreement (whether in court or in arbitration), the Company and I each shall have the right to engage in deposition and document discovery, and the Company shall have the right to conduct forensic examination(s) of any computers and/or electronic devices in my possession, custody or control, if the Company reasonably believes such devices contain Confidential Information or other Company property. I further agree that in connection with any application for injunctive relief to enforce this Agreement (including without limitation any application for temporary and/or preliminary injunctive relief), the foregoing discovery shall be conducted on an expedited basis, including expedited document and deposition discovery. E. If any dispute under this Agreement is subject to resolution by arbitration under an agreement or program agreed to by me with the Company, I understand and agree that my agreement to engage in expedited discovery as outlined in Section 9(D) is an essential term of the parties' arbitration agreement, and these provisions are intended to supplement and modify any applicable arbitration rules which may be incorporated into any arbitration agreement that is applicable to the dispute. Accordingly, both I and the Company request that any court of competent jurisdiction order such expedited discovery in order to enforce the parties' arbitration agreement as written and in accordance with its terms.



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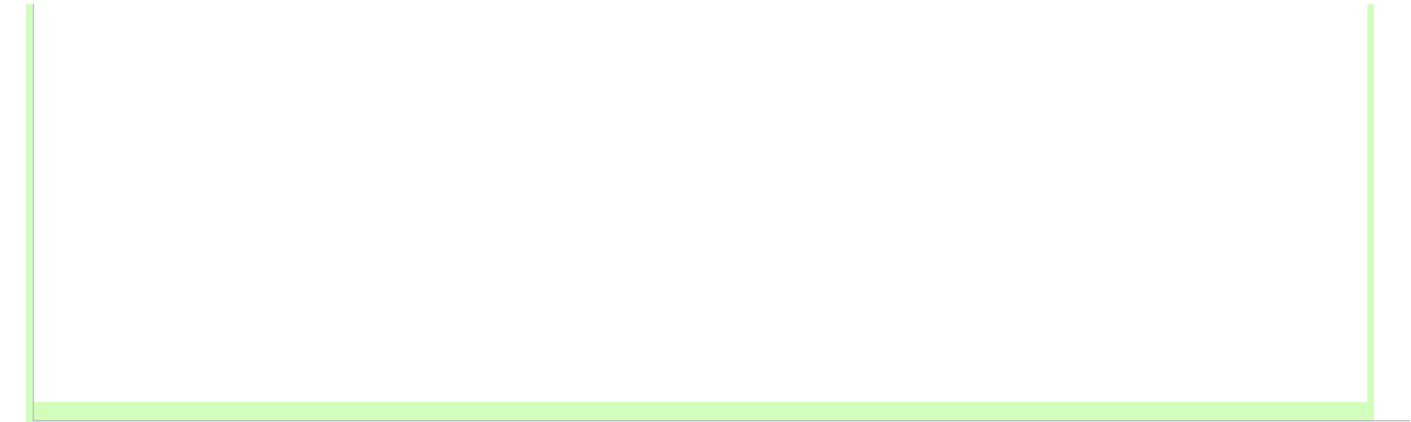
8 F. I understand and agree that: all of the foregoing remedies are expressly without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement (including recovery of monetary damages, which may include clawback or disgorgement of any compensation paid during any period of disloyalty or breach of this Agreement). G. If a lawsuit is brought that relates to or arises out of this Agreement or my employment with or termination from the Company, the prevailing party in that lawsuit shall be awarded its reasonable attorneys' fees and expenses. 10. Modification & Severability; Other Restrictive Covenants. If any section, provision, paragraph, phrase, word, and/or line (collectively "Provision") of this Agreement is held to be unenforceable, then I agree that this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable Provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any Provision of this Agreement shall not affect the validity or enforceability of the remaining

Provisions, which shall be enforced as if the offending Provision had not been included in this Agreement. I further agree that if one or more post-employment restrictive covenants in this Agreement are found unenforceable (despite, and after application of, any applicable right to reformation that could add or renew enforceability), then, and only then, any provision(s) of any prior agreement between the parties that would provide for restriction(s) on the same or substantially similar post-employment conduct shall not be considered superseded and shall remain in effect so as to afford the Company the broadest protections allowed under applicable law. 11. Binding Effect and Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, assigns, affiliated entities, and any party-in-interest. I agree that, should the Company be acquired by, merge with, or otherwise combine with another corporation or business entity, the surviving entity will have all rights to enforce the terms of this Agreement as if it were the Company itself enforcing the Agreement. I understand and agree that this Agreement applies no matter which company or affiliate within the Company I may be employed with at any given time. I expressly agree that this Agreement may be enforced against me by any Company affiliate, without the need for any formal assignment of this Agreement, but in the event such an assignment is made, I hereby consent to such assignment without any further assent from me required to make such assignment binding and effective. Notwithstanding the foregoing, I understand and agree that I may not assign this Agreement. 12. Survival. The provisions of this Agreement shall survive the termination of my employment, regardless of the reason for the termination, and shall also survive the assignment of this Agreement by the Company to any successor in interest or other assignee. 13. Waiver & Amendment. I agree and understand that a waiver by the Company of the breach of any of the provisions of this Agreement shall not be deemed a waiver of any subsequent breach, nor shall recourse to any remedy hereunder be deemed a waiver of any other or further relief or remedy provided for herein. No waiver shall be effective unless made in writing and signed by an officer of the Company. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement. This Agreement can only be amended or changed in a writing signed by both parties. 14. Change in Employment. I agree that any subsequent change in my duties or title will not affect in any respect the validity, enforceability, or scope of this Agreement. 15. Governing Law, Jurisdiction and Venue. I understand and agree that in the event of any disputes under this Agreement, then the following applies:



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9 A. The Agreement will be governed by, construed, interpreted, and its validity determined under the laws of the State of Colorado. B. The parties hereby consent to jurisdiction in such court for such purpose, and I consent to service of process by mail in respect of any such suit, action or proceeding. The parties further agree not to file any action relating in any way to this Agreement in any court other than as specified in this Section. Notwithstanding any of the foregoing, if any dispute under this Agreement is subject to resolution by arbitration under an agreement or program agreed to by me and the Company, then such arbitration shall be the sole and exclusive venue for adjudicating such disputes, other than any requests for a temporary restraining order and/or a temporary or preliminary injunction pending arbitration, which are reserved exclusively for adjudication in court pursuant to Section 9 above even in otherwise arbitrable disputes. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND ALL OF ITS TERMS. I FURTHER ACKNOWLEDGE THAT I HAVE RECEIVED A COLORADO NOTICE REGARDING COVENANT NOT TO COMPETE PERTAINING TO THIS AGREEMENT AND ITS PROVISIONS. I ACKNOWLEDGE THAT I HAVE BEEN PROVIDED AN ADEQUATE OPPORTUNITY TO REVIEW THIS AGREEMENT, TO ASK QUESTIONS ABOUT THIS AGREEMENT AND TO HAVE A LAWYER OF MY CHOOSING REVIEW THIS AGREEMENT. I AM SIGNING THIS AGREEMENT VOLUNTARILY, AND I VOLUNTARILY CONSENT TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. I STIPULATE, ACKNOWLEDGE AND AGREE THAT THE BENEFITS AND CONSIDERATION THE COMPANY IS PROVIDING TO ME IN CONNECTION WITH MY EMPLOYMENT ARE SUFFICIENT CONSIDERATION FOR ALL OF THE TERMS IN THIS AGREEMENT. Signature: Timothy N. Nimmer Date:



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EXHIBIT A INVENTION DISCLOSURE AGREEMENT (IDA) TO: TriNet USA, Inc. and its Subsidiaries, Related Companies, and Divisions SUBJECT: Previous Inventions, Improvements, Creations or Works I have no inventions to disclose I disclose inventions as described below 1. Except as listed in Section 2 below, the following is a complete list of all inventions, improvements, creations or works that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company. Note- if you require additional space to list your previous inventions or need to attach additional relevant paperwork, please contact MYHR@trinet.com. 2. Due to a prior confidentiality agreement, I cannot complete the disclosure in Section 1 above. Instead, I list the inventions, improvements or works generally, and the party(ies) to whom I owe proprietary rights and a duty of confidentiality. Inventions, Improvements, Creations or Works Parties Relationship 1. 2. 3. 4. Note- if you require additional space to list your previous inventions or need to attach additional relevant paperwork, please contact MYHR@trinet.com. I HEREBY REPRESENT AND WARRANT that the contents of this Exhibit A are truthful, accurate and complete. I have carefully read this Exhibit A and have no disclosures to make other than those included above. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit 31.1

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, **Mike Michael** Q. Simonds, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TriNet Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

- (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2024 July 26, 2024

/s/ Mike Michael Q. Simonds

Mike Michael Q. Simonds

President and Chief Executive Officer

Exhibit 31.2

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Kelly Tuminelli, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TriNet Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2024 July 26, 2024

/s/ Kelly Tuminelli

Kelly Tuminelli

Chief Financial Officer

Exhibit 32.1

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

In connection with the Quarterly Report of TriNet Group, Inc., a Delaware corporation (the "Company"), on Form 10-Q for the period ending March 31, 2024 June 30, 2024 as filed with the U.S. Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company does hereby certify, pursuant to 18 U.S.C. § 1350 (section 906 of the Sarbanes-Oxley Act of 2002), that:

- (1) The Report containing the financial statements fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

The foregoing certification (i) is given to such officers' knowledge, based upon such officers' investigation as such officers reasonably deem appropriate; and (ii) is being furnished solely pursuant to 18 U.S.C. § 1350 (section 906 of the Sarbanes-Oxley Act of 2002) and is not being filed as part of the Report or as a separate disclosure document and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Report), irrespective of any general incorporation language contained in such filing.

Date: April 26, 2024 July 26, 2024

/s/ Mike Michael Q. Simonds

Mike Michael Q. Simonds

Chief Executive Officer

Date: April 26, 2024 July 26, 2024

/s/ Kelly Tuminelli

Kelly Tuminelli

Chief Financial Officer

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