

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

FORM 10-Q

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended August 31, 2022**

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 0-11330

Paychex, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

**911 Panorama Trail South
Rochester, NY**
(Address of principal executive offices)

Registrant's telephone number, including area code: **(585) 385-6666**

16-1124166
(I.R.S. Employer Identification No.)

14625-2396
(Zip Code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	PAYX	Nasdaq Global Select Market

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.

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

As of August 31, 2022, 360,400,603 shares of the registrant's common stock, \$.01 par value, were outstanding.

PAYCHEX, INC.
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Item 1. Financial StatementsPAYCHEX, INC.
CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME (UNAUDITED)

In millions, except per share amounts

	For the three months ended	
	August 31,	
	2022	2021
Revenue:		
Management Solutions	\$ 905.5	\$ 805.5
PEO and Insurance Solutions	282.8	262.9
Total service revenue	1,188.3	1,068.4
Interest on funds held for clients	17.9	14.5
Total revenue	1,206.2	1,082.9
Expenses:		
Cost of service revenue	351.0	312.5
Selling, general and administrative expenses	359.6	327.5
Total expenses	710.6	640.0
Operating income	495.6	442.9
Other (expense)/income, net	(3.6)	1.0
Income before income taxes	492.0	443.9
Income taxes	112.8	110.3
Net income	\$ 379.2	\$ 333.6
Other comprehensive loss, net of tax	(37.5)	(6.7)
Comprehensive income	\$ 341.7	\$ 326.9
Basic earnings per share	\$ 1.05	\$ 0.93
Diluted earnings per share	\$ 1.05	\$ 0.92
Weighted-average common shares outstanding	360.1	360.1
Weighted-average common shares outstanding, assuming dilution	362.4	362.8

See Notes to Consolidated Financial Statements.

PAYCHEX, INC.
CONSOLIDATED BALANCE SHEETS (UNAUDITED)
 In millions, except per share amounts

	August 31, 2022	May 31, 2022
Assets		
Cash and cash equivalents	\$ 1,184.2	\$ 370.0
Restricted cash	60.1	50.3
Corporate investments	45.8	853.9
Interest receivable	20.6	22.3
Accounts receivable, net of allowance for credit losses	876.4	723.8
PEO unbilled receivables, net of advance collections	476.3	572.1
Prepaid income taxes	—	34.0
Prepaid expenses and other current assets	286.2	272.3
Current assets before funds held for clients	2,949.6	2,898.7
Funds held for clients	3,135.8	3,682.9
Total current assets	6,085.4	6,581.6
Long-term restricted cash	32.6	25.5
Long-term corporate investments	3.9	5.0
Property and equipment, net of accumulated depreciation	398.1	401.3
Operating lease right-of-use assets, net of accumulated amortization	74.7	78.7
Intangible assets, net of accumulated amortization	212.5	224.6
Goodwill	1,825.3	1,831.5
Long-term deferred costs	441.1	433.3
Other long-term assets	52.3	53.7
Total assets	\$ 9,125.9	\$ 9,635.2
Liabilities		
Accounts payable	\$ 84.7	\$ 105.7
Accrued corporate compensation and related items	138.7	225.4
Accrued worksite employee compensation and related items	715.0	683.4
Short-term borrowings	10.3	8.7
Accrued income taxes	40.0	—
Deferred revenue	40.8	38.4
Other current liabilities	361.4	388.4
Current liabilities before client fund obligations	1,390.9	1,450.0
Client fund obligations	3,311.3	3,819.2
Total current liabilities	4,702.2	5,269.2
Accrued income taxes	61.7	58.1
Deferred income taxes	157.1	165.5
Long-term borrowings, net of debt issuance costs	797.8	797.7
Operating lease liabilities	71.0	74.8
Other long-term liabilities	198.7	184.7
Total liabilities	5,988.5	6,550.0
Commitments and contingencies — Note H		
Stockholders' equity		
Common stock, \$0.01 par value; Authorized: 600.0 shares; Issued and outstanding: 360.4 shares as of August 31, 2022 and 359.9 shares as of May 31, 2022	3.6	3.6
Additional paid-in capital	1,568.9	1,545.9
Retained earnings	1,736.3	1,669.6
Accumulated other comprehensive loss	(171.4)	(133.9)
Total stockholders' equity	3,137.4	3,085.2
Total liabilities and stockholders' equity	\$ 9,125.9	\$ 9,635.2

See Notes to Consolidated Financial Statements.

PAYCHEX, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (UNAUDITED)
 In millions, except per share amounts

	For the three months ended August 31, 2022						
	Common stock		Additional paid-in capital	Retained earnings	Accumulated other comprehensive loss	Total	
	Shares	Amount					
Balance as of May 31, 2022	359.9	\$ 3.6	\$ 1,545.9	\$ 1,669.6	\$ (133.9)	\$ 3,085.2	
Net income	—	—	—	379.2	—	379.2	
Unrealized losses on securities, net of \$9.7 million in tax benefit	—	—	—	—	(29.5)	(29.5)	
Reclassification adjustment for realized gains on securities, net of \$ - million in tax expense ⁽¹⁾	—	—	—	—	(0.1)	(0.1)	
Cash dividends declared (\$0.79 per share)	—	—	—	(284.7)	—	(284.7)	
Stock-based compensation costs	—	—	14.4	—	—	14.4	
Foreign currency translation adjustment	—	—	—	—	(7.9)	(7.9)	
Activity related to equity-based plans	0.5	0.0	8.6	(27.8)	—	(19.2)	
Balance as of August 31, 2022	<u>360.4</u>	<u>\$ 3.6</u>	<u>\$ 1,568.9</u>	<u>\$ 1,736.3</u>	<u>\$ (171.4)</u>	<u>\$ 3,137.4</u>	

	For the three months ended August 31, 2021						
	Common stock		Additional paid-in capital	Retained earnings	Accumulated other comprehensive income	Total	
	Shares	Amount					
Balance as of May 31, 2021	359.8	\$ 3.6	\$ 1,446.7	\$ 1,445.9	\$ 51.8	\$ 2,948.0	
Net income	—	—	—	333.6	—	333.6	
Unrealized losses on securities, net of \$0.1 million in tax benefit	—	—	—	—	(0.5)	(0.5)	
Reclassification adjustment for realized gains on securities, net of \$ - million in tax expense ⁽¹⁾	—	—	—	—	(0.1)	(0.1)	
Cash dividends declared (\$0.66 per share)	—	—	—	(238.1)	—	(238.1)	
Stock-based compensation costs	—	—	12.4	—	—	12.4	
Foreign currency translation adjustment	—	—	—	—	(6.1)	(6.1)	
Activity related to equity-based plans	0.8	0.0	22.4	(28.1)	—	(5.7)	
Balance as of August 31, 2021	<u>360.6</u>	<u>\$ 3.6</u>	<u>\$ 1,481.5</u>	<u>\$ 1,513.3</u>	<u>\$ 45.1</u>	<u>\$ 3,043.5</u>	

⁽¹⁾ Reclassification adjustments out of accumulated other comprehensive (loss)/income for realized gains, net of tax, on the sale of available-for-sale ("AFS") securities are reflected in interest on funds held for clients and other expense, net on the Consolidated Statements of Income and Comprehensive Income.

See Notes to Consolidated Financial Statements.

PAYCHEX, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
 In millions

	For the three months ended August 31,	
	2022	2021
Operating activities		
Net income	\$ 379.2	\$ 333.6
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	44.0	45.7
Amortization of premiums and discounts on AFS securities, net	6.0	7.9
Amortization of deferred contract costs	53.0	49.1
Stock-based compensation costs	14.4	12.4
Provision for deferred income taxes	2.5	11.5
Provision for credit losses	4.5	(3.6)
Net realized gains on sales of AFS securities	(0.1)	(0.1)
Changes in operating assets and liabilities:		
Interest receivable	1.7	3.1
Accounts receivable and PEO unbilled receivables, net	(61.2)	(30.4)
Prepaid expenses and other current assets	23.7	23.2
Accounts payable and other current liabilities	(61.1)	(29.1)
Deferred costs	(64.5)	(53.7)
Net change in other long-term assets and liabilities	23.7	17.6
Net change in operating lease right-of-use assets and liabilities	(1.5)	(1.6)
Net cash provided by operating activities	364.3	385.6
Investing activities		
Purchases of AFS securities	(3,807.6)	(247.5)
Proceeds from sales and maturities of AFS securities	5,066.9	256.9
Purchases of property and equipment	(30.6)	(30.4)
Purchases of other assets, net	(5.6)	(1.3)
Net cash provided by/(used in) investing activities	1,223.1	(22.3)
Financing activities		
Net change in client fund obligations	(507.9)	32.4
	2.0	
Net change in short-term borrowings		(0.3)
Dividends paid	(284.6)	(238.1)
Activity related to equity-based plans	(19.2)	(5.7)
Net cash used in financing activities	(809.7)	(211.7)
Net change in cash, restricted cash, and equivalents	777.7	151.6
Cash, restricted cash, and equivalents, beginning of period	928.4	1,823.1
Cash, restricted cash, and equivalents, end of period	\$ 1,706.1	\$ 1,974.7
Reconciliation of cash, restricted cash, and equivalents		
Cash and cash equivalents	\$ 1,184.2	\$ 1,102.0
Restricted cash	92.7	83.6
Restricted cash and restricted cash equivalents included in funds held for clients	429.2	789.1
Total cash, restricted cash, and equivalents	\$ 1,706.1	\$ 1,974.7

See Notes to Consolidated Financial Statements.

PAYCHEX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
August 31, 2022

Note A: Description of Business, Basis of Presentation, and Significant Accounting Policies

Description of business: Paychex, Inc. and its wholly owned subsidiaries (collectively, the “Company” or “Paychex”) is a leading provider of integrated human capital management (“HCM”) software solutions for human resources (“HR”), payroll, benefits, and insurance services for small- to medium-sized businesses in the United States (“U.S.”). The Company also has operations in parts of Europe and India. Paychex, a Delaware corporation formed in 1979, reports as one segment.

Basis of presentation: The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) for interim financial information and with the instructions to the Quarterly Report on Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all the information and footnotes required by GAAP for complete financial statement presentation. The consolidated financial statements include the consolidated accounts of the Company with all intercompany transactions eliminated. Certain disclosures are reported as zero balances due to rounding. In the opinion of management, the information furnished herein reflects all adjustments (consisting of items of a normal recurring nature) necessary for a fair statement of the results for the interim period. These consolidated financial statements should be read in conjunction with the Company’s consolidated financial statements and related Notes to Consolidated Financial Statements presented in the Company’s Annual Report on Form 10-K (“Form 10-K”) for the fiscal year ended May 31, 2022 (“fiscal 2022”). Operating results and cash flows for the three months ended August 31, 2022 are not necessarily indicative of the results that may be expected for other interim periods or for the fiscal year ending May 31, 2023 (“fiscal 2023”).

Restricted cash and restricted cash equivalents: Restricted cash and restricted cash equivalents are recorded at fair value, and consist of cash and cash equivalents, primarily money market securities, included in funds held for clients and cash that is restricted in use to secure commitments for certain workers’ compensation insurance policies.

Accounts receivable, net of allowance for credit losses: Accounts receivable balances are shown on the Consolidated Balance Sheets net of the allowance for credit losses of \$19.8 million and \$18.2 million as of August 31, 2022 and May 31, 2022, respectively. These balances include trade receivables for services provided to clients and purchased receivables related to payroll funding arrangements with clients in the temporary staffing industry. Trade receivables were \$300.2 million and \$123.2 million as of August 31, 2022 and May 31, 2022, respectively. Purchased receivables, at gross, were \$596.0 million and \$618.8 million as of August 31, 2022 and May 31, 2022, respectively.

The Company is exposed to credit losses through the sale of services, payment of client obligations, and collection of purchased receivables. To mitigate this credit risk, the Company has multiple programs in place to assess and continuously monitor each client’s ability to pay for products and services. Credit monitoring programs include, but are not limited to, new client credit reviews, establishing appropriate credit limits, monitoring of credit distressed clients, and early electronic wire and collection procedures. The Company also considers contract terms and conditions, client business type or strategy and may require collateralized asset support or prepayment to mitigate credit risk.

Accounts receivable are written off and charged against the allowance for credit losses when the Company has exhausted all collection efforts without success. The Company estimates its credit losses based on historical loss activity adjusted for current economic conditions and reasonable and supportable forecast factors, when applicable. The provision for the allowance for credit losses and accounts written off were not material for the three months ended August 31, 2022 and August 31, 2021. No single client had a material impact on total accounts receivable as of August 31, 2022 and May 31, 2022 or service revenue and results of operations for the three months ended August 31, 2022 and August 31, 2021.

Professional Employer Organization (“PEO”) unbilled receivables, net of advance collections: PEO unbilled receivables, including estimated revenues, offset by advance collections from clients, are recorded as PEO unbilled receivables, net of advance collections on the Company’s Consolidated Balance Sheets. As of August 31, 2022 and May 31, 2022, advance collections were \$12.4 million and \$2.6 million, respectively.

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PEO insurance reserves: As part of its PEO solution, the Company offers workers' compensation insurance and health insurance coverage to clients for the benefit of client employees. Workers' compensation insurance is primarily provided under fully insured high deductible workers' compensation insurance policies. Workers' compensation insurance reserves are established to provide for the estimated costs of paying claims up to per occurrence liability limits. These reserves include estimates of certain expenses associated with processing and settling claims. For fiscal 2023 and fiscal 2022, the Company has an aggregate maximum liability of \$2.0 million for claims exceeding \$1.0 million, and once met, the maximum individual claims liability is \$1.0 million.

With respect to PEO health insurance coverage, the Company offers various health insurance plans that take the form of either fully insured guaranteed cost plans or fully insured insurance arrangements where the Company retains claims risk. A reserve for insurance arrangements where the Company retains risk is established to provide for the payment of claims in accordance with the Company's service contract with the carrier. The claims liability includes estimates for reported losses, plus amounts for those claims incurred but not reported, and estimates of certain expenses associated with processing and settling the claims. The Company's maximum individual claims liability was \$0.5 million under its policies covering both fiscal 2023 and fiscal 2022.

In establishing the PEO workers' compensation insurance reserves, the Company uses an independent actuarial estimate of undiscounted future cash payments that would be made to settle claims. Estimating the ultimate cost of future claims is an uncertain and complex process based upon historical loss experience and accepted actuarial methods and assumptions. These reserves are subject to change due to multiple factors, including economic trends, changes in legal liability law, and damage awards, all of which could materially impact the reserves as reported in the consolidated financial statements. Accordingly, final claim settlements may vary from the present estimates, particularly with workers' compensation insurance where those payments may not occur until well into the future. The Company regularly reviews the adequacy of its estimated insurance reserves. Adjustments to previously established reserves are reflected in the results of operations for the period in which the adjustment is identified. Such adjustments could be significant, reflecting any combination of new and adverse or favorable trends.

Stock-based compensation costs: The Company has issued stock-based awards to employees and members of its Board of Directors (the "Board") consisting of stock options, restricted stock units, and restricted stock awards. The Company accounts for all stock-based awards to employees and members of the Board as compensation costs in the consolidated financial statements based on their fair values measured as of the date of grant. These costs are recognized over the requisite service period. Stock-based compensation costs recognized were \$14.4 million for the three months ended August 31, 2022 as compared with \$12.4 million for the three months ended August 31, 2021. The methods and assumptions used in the determination of the fair value of stock-based awards are consistent with those described in the Company's Form 10-K for fiscal 2022.

Recently adopted accounting pronouncements: Effective June 1, 2022, the Company adopted Accounting Standards Update ("ASU"), No. 2021-10 "Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance," which did not have a material impact on its consolidated financial statements.

Recently issued accounting pronouncements: In October 2021, the FASB issued ASU No. 2021-08 "Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers." This ASU clarifies that an acquirer of a business should recognize and measure contract assets and contract liabilities in a business combination in accordance with Accounting Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers. ASU No. 2021-08 is effective for public business entities for fiscal years, including interim periods within those fiscal years, beginning after December 15, 2022, with early application permitted. This ASU is applicable to the Company's fiscal year beginning June 1, 2023, and the impact of its adoption on the Company's consolidated financial statements will depend on the contract assets and liabilities acquired in business combinations after that date.

Other recent authoritative guidance issued by the FASB (including technical corrections to the FASB ASC), the American Institute of Certified Public Accountants, and the Securities and Exchange Commission during the three months ended August 31, 2022 and through the date of this report did not, or are not expected to, have a material impact on the Company's consolidated financial statements.

Note B: Service Revenue

Service revenue is primarily attributable to fees for providing services to the Company's clients and is recognized when control of the contracted services is transferred to its clients, in an amount that reflects the consideration it expects to receive in exchange for such services. Insurance Solutions revenue is commissions earned on premiums collected and remitted to insurance carriers. The Company's contracts generally do not contain specified contract periods and may be terminated by either party with a 30-day notice of termination. Sales and other applicable non-payroll related taxes are excluded from service revenue.

Based upon similar operational and economic characteristics, the Company's service revenue is disaggregated by Management Solutions and PEO and Insurance Solutions as reported in the Company's Consolidated Statements of Income and Comprehensive Income. The Company believes these revenue categories depict how the nature, amount, timing, and uncertainty of its revenue and cash flows are affected by economic factors.

Management Solutions Revenue

Management Solutions revenue is primarily derived from the Company's integrated HCM services and HR solutions. Clients can select services on an à la carte basis or as part of various product bundles. The Company's offerings often leverage the information gathered in its base payroll processing service, allowing it to provide comprehensive services covering the HCM spectrum. Management Solutions revenue is generally recognized over time as services are performed and the client simultaneously receives and controls the benefits from these services.

Revenue earned from delivery service for the distribution of certain client payroll checks and reports is also included in Management Solutions revenue in the Company's Consolidated Statements of Income and Comprehensive Income. Delivery service revenue is recognized at a point in time following the delivery of payroll checks, reports, quarter-end packages, and tax returns to the Company's clients.

PEO and Insurance Solutions Revenue

PEO solutions are sold through the Company's registered and licensed subsidiaries and offer businesses HCM and HR solutions. The Company serves as a co-employer of its clients' employees, offers health insurance coverage to client employees, and assumes the risks and rewards of workers' compensation insurance and certain health insurance offerings. PEO Solutions revenue is recognized over time as the services are performed and the client simultaneously receives and controls the benefits from these services. PEO Solutions revenue is reported net of certain pass-through costs billed and incurred, which include payroll wages, payroll taxes, including federal and state unemployment insurance, and health insurance premiums on guaranteed cost benefit plans. For workers' compensation and health insurance plans where the Company retains risk, revenues and costs are recorded on a gross basis.

PEO pass-through costs netted within the PEO and Insurance Solutions revenue are as follows:

In millions	For the three months ended			
	August 31,			
	2022		2021	
Payroll wages and payroll taxes	\$	6,337.8	\$	5,557.2
State unemployment insurance (included in payroll wages and payroll taxes)	\$	9.5	\$	15.4
Guaranteed cost benefit plans	\$	156.7	\$	150.9

Insurance solutions are sold through the Company's licensed insurance agency, Paychex Insurance Agency, Inc., which provides insurance through a variety of carriers, allowing companies to expand their employee benefit offerings at an affordable cost. Insurance offerings include property and casualty coverage such as workers' compensation, business-owner policies, commercial auto, cyber security, and health and benefits coverage, including health, dental, vision, and life. Insurance Solutions revenue reflects commissions earned on remitted insurance services premiums billed and is recognized over time as services are performed and the client simultaneously receives and controls the benefits from these services.

Contract Balances

The timing of revenue recognition for Management Solutions and PEO and Insurance Solutions is consistent with the invoicing of clients as they both occur during the respective client payroll period for which the services are provided. Therefore, the Company does not recognize a contract asset or liability resulting from the timing of revenue recognition and invoicing.

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Payments received for certain of the Company's service offerings for set-up fees are considered a material right. Therefore, the Company defers revenue associated with these performance obligations, which exceed one year, and subsequently recognizes them as future services are provided, over approximately three to four years.

Changes in deferred revenue related to material rights that exceed one year were as follows:

In millions	For the three months ended				
	2022		August 31,		2021
Balance, beginning of period	\$		48.9	\$	40.2
Deferral of revenue			10.1		7.6
Recognition of unearned revenue			(6.8)		(6.3)
Balance, end of period	\$		<u>52.2</u>	\$	<u>41.5</u>

Deferred revenue related to material rights is reported in the deferred revenue and other long-term liabilities line items on the Company's Consolidated Balance Sheets. As of August 31, 2022, the Company expects to recognize deferred revenue related to these material rights for the remainder of fiscal 2023 and subsequent fiscal years as follows:

In millions	Estimated	
Year ending May 31,	recognition of unearned revenue	
2023	\$	17.9
2024		17.9
Thereafter		16.4
Total recognition of unearned revenue	\$	<u>52.2</u>

Assets Recognized from the Costs to Obtain and Fulfill Contracts

The Company recognizes an asset for the incremental costs of obtaining a contract with a client if it is expected that the economic benefit and amortization period will be longer than one year. The Company also recognizes an asset for the costs to fulfill a contract with a client if the costs are specifically identifiable, generate or enhance resources used to satisfy future performance obligations, and are expected to be recovered.

Deferred costs to obtain and fulfill contracts are reported in the prepaid expenses and other current assets and long-term deferred costs line items on the Company's Consolidated Balance Sheets. Amortization expense related to costs to obtain and fulfill a contract are included in cost of service revenue and selling, general and administrative expenses in the Company's Consolidated Statements of Income and Comprehensive Income and recognized over the expected economic benefit period.

The Company regularly reviews its deferred costs for potential impairment and did not recognize an impairment loss during the three months ended August 31, 2022 or August 31, 2021.

Changes in deferred costs to obtain and fulfill contracts were as follows:

Costs to obtain contracts:

In millions	For the three months ended				
	2022		August 31,		2021
Balance, beginning of period	\$		550.2	\$	488.2
Capitalization of costs			57.0		46.6
Amortization			(46.6)		(42.9)
Balance, end of period	\$		<u>560.6</u>	\$	<u>491.9</u>

[Table of Contents](#)Costs to fulfill contracts:

In millions	For the three months ended		
	2022	August 31,	
		2021	
Balance, beginning of period	\$	72.3	\$ 69.3
Capitalization of costs		7.5	7.1
Amortization		(6.4)	(6.2)
Balance, end of period	\$	<u>73.4</u>	<u>\$ 70.2</u>

Note C: Basic and Diluted Earnings Per Share

Basic and diluted earnings per share were calculated as follows:

In millions, except per share amounts	For the three months ended		
	2022	August 31,	
		2021	
Basic earnings per share:			
Net income	\$	379.2	\$ 333.6
Weighted-average common shares outstanding		360.1	360.1
Basic earnings per share	\$	1.05	\$ 0.93
Diluted earnings per share:			
Net income	\$	379.2	\$ 333.6
Weighted-average common shares outstanding		360.1	360.1
Dilutive effect of common share equivalents		2.3	2.7
Weighted-average common shares outstanding, assuming dilution		<u>362.4</u>	<u>362.8</u>
Diluted earnings per share	\$	1.05	\$ 0.92
Weighted-average anti-dilutive common share equivalents		0.4	0.2

Weighted-average common share equivalents that have an anti-dilutive impact are excluded from the computation of diluted earnings per share.

Note D: Other (Expense)/Income, Net

Other expense, net, consisted of the following items:

In millions	For the three months ended		
	2022	August 31,	
		2021	
Interest income on corporate investments	\$	5.4	\$ 0.2
Interest expense		(9.1)	(9.2)
Other		0.1	10.0
Other (expense)/income, net	\$	<u>(3.6)</u>	<u>\$ 1.0</u>

Note E: Funds Held for Clients and Corporate Investments

Funds held for clients and corporate investments were as follows:

In millions	August 31, 2022			
	Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
Type of issue:				
Funds held for clients' money market securities and other restricted cash equivalents	\$ 429.2	\$ —	\$ —	\$ 429.2
AFS securities:				
Asset-backed securities	56.2	—	(1.7)	54.5
Corporate bonds	715.1	0.0	(28.2)	686.9
Municipal bonds	1,515.1	0.0	(108.3)	1,406.8
U.S. government agency and treasury securities	602.3	—	(37.4)	564.9
Variable rate demand notes	11.7	—	—	11.7
Total AFS securities	2,900.4	0.0	(175.6)	2,724.8
Other	33.3	1.4	(3.2)	31.5
Total funds held for clients and corporate investments	\$ 3,362.9	\$ 1.4	\$ (178.8)	\$ 3,185.5

In millions	May 31, 2022			
	Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
Type of issue:				
Funds held for clients' money market securities and other restricted cash equivalents	\$ 482.6	\$ —	\$ —	\$ 482.6
AFS securities:				
Asset-backed securities	68.5	0.0	(1.3)	67.2
Corporate bonds	699.3	1.8	(19.0)	682.1
Municipal bonds	1,577.6	0.6	(92.4)	1,485.8
U.S. government agency and treasury securities	574.5	0.3	(26.3)	548.5
Variable rate demand notes	1,245.6	—	—	1,245.6
Total AFS securities	4,165.5	2.7	(139.0)	4,029.2
Other	30.4	1.8	(2.2)	30.0
Total funds held for clients and corporate investments	\$ 4,678.5	\$ 4.5	\$ (141.2)	\$ 4,541.8

Included in funds held for clients' money market securities and other restricted cash equivalents as of August 31, 2022 were bank demand deposit accounts, money market funds and commercial paper with a maturity of 90 days or less at acquisition.

Included in asset-backed securities as of August 31, 2022 were investment-grade securities primarily collateralized by fixed-rate auto loans and credit card receivables and all have credit ratings of AAA. The primary risk associated with these securities is the collection of the underlying receivables. Collateral on these asset-backed securities has performed as expected through August 31, 2022.

Included in corporate bonds as of August 31, 2022 were investment-grade securities covering a wide range of issuers, industries, and sectors primarily carrying credit ratings of A or better and having maturities ranging from September 1, 2022 through December 13, 2028.

Included in municipal bonds as of August 31, 2022 were general obligation bonds and revenue bonds primarily carrying credit ratings of AA or better and have maturities ranging from September 1, 2022 through April 1, 2030.

A substantial portion of our portfolios are invested in high credit quality securities with ratings of AA or higher, and A-1/P-1 ratings on short-term securities.

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The classification of funds held for clients and corporate investments on the Consolidated Balance Sheets was as follows:

In millions	August 31, 2022	May 31, 2022
Funds held for clients	\$ 3,135.8	\$ 3,682.9
Corporate investments	45.8	853.9
Long-term corporate investments	3.9	5.0
Total funds held for clients and corporate investments	\$ 3,185.5	\$ 4,541.8

Funds held for clients' money market securities and other restricted cash equivalents is collected from clients before due dates for payroll tax administration services and employee payment services and is invested until remitted to the applicable tax or regulatory agencies or client employees. Based upon the Company's intent and its contractual obligation to clients, these funds are considered restricted until they are remitted to fund these client obligations.

The Company's AFS securities reflected net unrealized losses of \$175.6 million and \$136.3 million as of August 31, 2022 and May 31, 2022, respectively. Included in net unrealized losses and gains as of August 31, 2022 and May 31, 2022, were 1,111 and 817 AFS securities in an unrealized loss position, representing approximately 95% and 64% of the total securities held, respectively. AFS securities in an unrealized loss position for which a credit loss has not been recognized were as follows:

In millions	Securities in an unrealized loss position for less than twelve months		August 31, 2022 Securities in an unrealized loss position for more than twelve months		Total	
	Gross unrealized losses	Fair value	Gross unrealized losses	Fair value	Gross unrealized losses	Fair value
Type of issue:						
Asset-backed securities	\$ (1.2)	\$ 48.8	\$ (0.4)	\$ 5.7	\$ (1.6)	\$ 54.5
Corporate bonds	(24.8)	634.3	(3.5)	29.1	(28.3)	663.4
Municipal bonds	(92.8)	1,279.2	(15.5)	111.5	(108.3)	1,390.7
U.S. government agency and treasury securities	(24.4)	468.1	(13.0)	96.8	(37.4)	564.9
Total	\$ (143.2)	\$ 2,430.4	\$ (32.4)	\$ 243.1	\$ (175.6)	\$ 2,673.5

In millions	Securities in an unrealized loss position for less than twelve months		May 31, 2022 Securities in an unrealized loss position for more than twelve months		Total	
	Gross unrealized losses	Fair value	Gross unrealized losses	Fair value	Gross unrealized losses	Fair value
Type of issue:						
Asset-backed securities	\$ (0.9)	\$ 48.5	\$ (0.3)	\$ 5.7	\$ (1.2)	\$ 54.2
Corporate bonds	(17.5)	425.4	(1.5)	16.7	(19.0)	442.1
Municipal bonds	(81.9)	1,171.5	(10.6)	86.6	(92.5)	1,258.1
U.S. government agency and treasury securities	(15.9)	414.2	(10.4)	91.7	(26.3)	505.9
Total	\$ (116.2)	\$ 2,059.6	\$ (22.8)	\$ 200.7	\$ (139.0)	\$ 2,260.3

The Company regularly reviews its investment portfolios to determine if any investment is impaired due to changes in credit risk or other potential valuation concerns. The Company believes the investments held as of August 31, 2022 that had gross unrealized losses of \$175.6 million were not impaired due to credit risk or other valuation concerns, and the Company was not required to record a credit loss or an allowance for credit losses on its AFS securities. The Company believes it is probable that the principal

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and interest will be collected in accordance with contractual terms and that the unrealized losses on these securities were due to changes in interest rates and were not due to increased credit risk or other valuation concerns. A substantial portion of the securities in an unrealized loss position as of August 31, 2022 and as of May 31, 2022 held an AA rating or better. The Company does not intend to sell these investments until the recovery of their amortized cost basis or maturity and further believes that it is not more-likely-than-not that it will be required to sell these investments prior to that time. The Company's assessment that an investment is not impaired due to credit risk or other valuation concerns could change in the future due to new developments or changes in the Company's strategies or assumptions related to any particular investment.

Realized gains and losses on the sale of AFS securities are determined by specific identification of the cost basis of each security. On the Consolidated Statements of Income and Comprehensive Income, realized gains and losses from the funds held for clients portfolio and corporate investments portfolio are included in interest on funds held for clients and other expense, net, respectively. Realized gains and losses from the sale of AFS securities were as follows:

In millions	For the three months ended			
	August 31,			
	2022		2021	
Gross realized gains	\$	0.1	\$	0.1
Gross realized losses		—		—
Net realized gains	\$	0.1	\$	0.1

The amortized cost and fair value of AFS securities that had stated maturities as of August 31, 2022 are shown below by expected maturity.

In millions	August 31, 2022	
	Amortized cost	Fair value
Maturity date:		
Due in one year or less	\$ 289.4	\$ 288.4
Due after one year through three years	746.9	728.0
Due after three years through five years	1,421.1	1,312.3
Due after five years	443.0	396.1
Total	\$ 2,900.4	\$ 2,724.8

Variable rate demand notes ("VRDNs") are primarily categorized as due after five years in the table above as the contractual maturities on these securities are typically 20 to 30 years. Although these securities are issued as long-term securities, they are priced and traded as short-term instruments because of the liquidity provided through the tender feature.

Note F: Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the measurement date. The accounting standards related to fair value measurements include a hierarchy for information and valuations used in measuring fair value that is broken down into three levels based on reliability, as follows:

- Level 1 valuations are based on quoted prices in active markets for identical instruments that the Company can access at the measurement date.
- Level 2 valuations are based on inputs other than quoted prices included in Level 1 that are observable for the instrument, either directly or indirectly, for substantially the full term of the asset or liability including the following:
 - oquoted prices for similar, but not identical, instruments in active markets;
 - oquoted prices for identical or similar instruments in markets that are not active;
 - oinputs other than quoted prices that are observable for the instrument; or
 - oinputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 valuations are based on information that is unobservable and significant to the overall fair value measurement.

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The carrying values of cash and cash equivalents, restricted cash and restricted cash equivalents, accounts receivable, net of allowance for credit losses, PEO unbilled receivables, net of advance collections, accounts payable and short-term borrowings, when used by the Company, approximate fair value due to the short maturities of these instruments. Marketable securities included in funds held for clients and corporate investments consist primarily of securities classified as AFS and are recorded at fair value on a recurring basis.

The Company's financial assets and liabilities measured at fair value on a recurring basis were as follows:

In millions	August 31, 2022			
	Carrying value (Fair value)	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets:				
Restricted and unrestricted cash equivalents:				
Commercial paper	\$ 49.8	\$ —	\$ 49.8	\$ —
Money market securities	46.1	46.1	—	—
Total restricted and unrestricted cash equivalents	\$ 95.9	\$ 46.1	\$ 49.8	\$ —
AFS securities:				
Asset-backed securities	\$ 54.5	\$ —	\$ 54.5	\$ —
Corporate bonds	686.9	—	686.9	—
Municipal bonds	1,406.8	—	1,406.8	—
U.S. government agency and treasury securities	564.9	—	564.9	—
Variable rate demand notes	11.7	—	11.7	—
Total AFS securities	\$ 2,724.8	\$ —	\$ 2,724.8	\$ —
Other	\$ 31.5	\$ 31.5	\$ —	\$ —
Liabilities:				
Other long-term liabilities	\$ 31.5	\$ 31.5	\$ —	\$ —

In millions	May 31, 2022			
	Carrying value (Fair value)	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets:				
Restricted and unrestricted cash equivalents:				
Commercial paper	\$ 5.2	\$ —	\$ 5.2	\$ —
Time deposits	187.9	—	187.9	—
VRDNs	10.0	—	10.0	—
Money market securities	\$ 16.1	\$ 16.1	\$ —	\$ —
Total restricted and unrestricted cash equivalents	\$ 219.2	\$ 16.1	\$ 203.1	\$ —
AFS securities:				
Asset-backed securities	\$ 67.2	\$ —	\$ 67.2	\$ —
Corporate bonds	682.1	—	682.1	—
Municipal bonds	1,485.8	—	1,485.8	—
U.S. government agency and treasury securities	548.5	—	548.5	—
VRDNs	1,245.6	—	1,245.6	—
Total AFS securities	\$ 4,029.2	\$ —	\$ 4,029.2	\$ —
Other	\$ 30.0	\$ 30.0	\$ —	\$ —
Liabilities:				
Other long-term liabilities	\$ 29.9	\$ 29.9	\$ —	\$ —

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In determining the fair value of its assets and liabilities, the Company predominately uses the market approach. Money market securities, which are cash equivalents, are considered Level 1 investments as they are valued based on quoted market prices in active markets. Cash equivalents also include commercial paper which is considered a Level 2 investment as it is valued based on similar, but not identical, instruments in active markets. AFS securities, including asset-backed securities, corporate bonds, municipal bonds, U.S. government agency securities, and VRDNs, when held by the Company, are included in Level 2 and are valued utilizing inputs obtained from an independent pricing service. To determine the fair value of the Company's Level 2 AFS securities, the independent pricing service uses a variety of inputs, including benchmark yields, reported trades, non-binding broker/dealer quotes, issuer spreads, two-sided markets, benchmark securities, bids, offers, reference data, new issue data, and monthly payment information. The Company has not adjusted the prices obtained from the independent pricing service because it believes that they are appropriately valued.

Assets included as other are mutual fund investments, consisting of participants' eligible deferral contributions under the Company's non-qualified and unfunded deferred compensation plans. The related liability is reported as other long-term liabilities. The mutual funds are considered Level 1 investments as they are valued based on quoted market prices in active markets.

The Company's long-term borrowings are accounted for on a historical cost basis. As of August 31, 2022 and May 31, 2022, the fair value of long-term borrowings, net of debt issuance costs was \$396.0 million and \$404.1 million for the Senior Notes, Series A, respectively, and \$392.4 million and \$402.5 million for the Senior Notes, Series B, respectively.

The Company's long-term borrowings are not traded in active markets, and as a result, its fair values were estimated using a market approach employing Level 2 valuation inputs, including borrowing rates the Company believes are currently available based on loans with similar terms and maturities.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Note G: Supplemental Information

Property and equipment, net of accumulated depreciation: Depreciation expense was \$31.4 million for the three months ended August 31, 2022, compared to \$30.7 million for the three months ended August 31, 2021.

Goodwill and intangible assets, net of accumulated amortization: Amortization expense relating to intangible assets was \$12.6 million for the three months ended August 31, 2022, compared to \$15.0 million for the three months ended August 31, 2021. The Company did not recognize an impairment loss as it relates to its goodwill or intangible assets during the three months ended August 31, 2022 or August 31, 2021.

Short-term financing: Outstanding borrowings on the Company's credit facilities had a weighted-average interest rate of 3.76% and 2.34% as of August 31, 2022 and May 31, 2022, respectively. The unused amount available under these credit facilities as of August 31, 2022 was approximately \$2.0 billion.

The credit facilities contain various financial and operational covenants that are usual and customary for such arrangements. The Company was in compliance with all of these covenants as of August 31, 2022.

Letters of credit: The Company had irrevocable standby letters of credit available totaling \$140.2 million as of August 31, 2022 and May 31, 2022, required to secure commitments for certain insurance policies. The letters of credit expire at various dates between November 9, 2022 and August 24, 2023. No amounts were outstanding on these letters of credit as of, or during the three months ended August 31, 2022 and August 31, 2021, or as of May 31, 2022.

Long-term debt: There have been no material changes to the Company's long-term debt agreement or balances subsequent to May 31, 2022. The Company's long-term debt agreement contains customary representations, warranties, affirmative and negative covenants, including financial covenants that are usual and customary for such arrangements. The Company was in compliance with all of these covenants as of August 31, 2022.

Note H: Commitments and Contingencies

Other commitments: The Company had outstanding commitments under existing workers' compensation insurance agreements, joint ventures and legally binding contractual arrangements, which include immaterial leases that have yet to commence. The Company also enters into various purchase commitments with vendors in the ordinary course of business and had outstanding commitments to purchase approximately \$7.6 million of capital assets as of August 31, 2022 and May 31, 2022.

In the normal course of business, the Company makes representations and warranties that guarantee the performance of services under service arrangements with clients. Historically, there have been no material losses related to such guarantees. The Company has also entered into indemnification agreements with its officers and directors, which require the Company to defend and, if necessary, indemnify these individuals for certain pending or future claims as they relate to their services provided to the Company.

The Company currently self-insures the deductible portion of various insured exposures under certain corporate employee and PEO employee health and medical benefit plans. The Company's estimated loss exposure under these insurance arrangements is recorded in other current liabilities on the Consolidated Balance Sheets. Historically, the amounts accrued have not been material and were not material as of August 31, 2022. The Company also maintains insurance, in addition to its purchased primary insurance policies, for gap coverage for employment practices liability, errors and omissions, warranty liability, theft and embezzlement, cyber threats, and acts of terrorism, as well as capacity for deductibles and self-insured retentions through its captive insurance company.

Contingencies: The Company is subject to various claims and legal matters that arise in the normal course of its business. These include disputes or potential disputes related to breach of contract, tort, employment-related claims, tax claims, statutory, and other matters.

The Company's management currently believes that resolution of any outstanding legal matters will not have a material adverse effect on the Company's financial position or results of operations. However, legal matters are subject to inherent uncertainties and there exists the possibility that the ultimate resolution of these matters could have a material adverse impact on the Company's financial position and results of operations in the period in which any such effects are recorded.

Note I: Income Taxes

The Company's effective income tax rate was 22.9% and 24.9% for the three months ended August 31, 2022 and 2021, respectively. All periods were impacted by the recognition of excess tax benefits related to employee stock-based compensation payments. The effective income tax rate for the three months ended August 31, 2021 was also impacted by an increase in state taxes.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Management’s Discussion and Analysis of Financial Condition and Results of Operations reviews the operating results of Paychex, Inc. and its wholly owned subsidiaries (“Paychex,” the “Company,” “we,” “our,” or “us”) for the three months ended August 31, 2022 (the “first quarter”), the prior year period ended August 31, 2021 (the “prior year period”), and our financial condition as of August 31, 2022. The focus of this review is on the underlying business reasons for material changes and trends affecting our revenue, expenses, net income, and financial condition. This review should be read in conjunction with the August 31, 2022 consolidated financial statements and the related Notes to Consolidated Financial Statements (Unaudited) contained in this Quarterly Report on Form 10-Q (“Form 10-Q”). This review should also be read in conjunction with our Annual Report on Form 10-K (“Form 10-K”) for the year ended May 31, 2022 (“fiscal 2022”). Forward-looking statements in this Form 10-Q are qualified by the cautionary statement included under the next sub-heading, “Cautionary Note Regarding Forward-Looking Statements.”

Cautionary Note Regarding Forward-Looking Statements

Certain written and oral statements made by us may constitute “forward-looking statements” within the meaning of the safe harbor provisions of the United States (“U.S.”) Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by such words and phrases as “expect,” “estimate,” “intend,” “overview,” “outlook,” “guidance,” “we look forward to,” “will,” “would,” “project,” “projections,” “strategy,” “anticipate,” “believe,” “could,” “may,” “target,” “potential,” “strive,” “mission,” and other similar words or phrases. Examples of forward-looking statements include, among others, statements we make regarding operating performance, events, or developments that we expect or anticipate will occur in the future, including statements relating to our outlook, revenue growth, earnings, earnings-per-share growth, or similar projections.

Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on our current beliefs, expectations, and assumptions regarding the future of our business, future plans and strategies, projections, anticipated events and trends, the economy, and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks, and changes in circumstances that are difficult to predict, many of which are outside our control. Our actual results and financial condition may differ materially from those indicated in the forward-looking statements. Therefore, you should not place undue reliance upon any of these forward-looking statements. Important factors that could cause our actual results and financial condition to differ materially from those indicated in the forward-looking statements include, among others, the following:

- our ability to keep pace with changes in technology or provide timely enhancements to our products and services;
- software defects, undetected errors, and development delays for our products;
- the possibility of cyberattacks, security vulnerabilities or Internet disruptions, including data security and privacy leaks and data loss and business interruptions;
- the possibility of failure of our business continuity plan during a catastrophic event;
- the failure of third-party service providers to perform their functions;
- the possibility that we may be exposed to additional risks related to our co-employment relationship with our professional employer organization (“PEO”) business;
- changes in health insurance and workers’ compensation insurance rates and underlying claim trends;
- risks related to acquisitions and the integration of the businesses we acquire;
- our clients’ failure to reimburse us for payments made by us on their behalf;
- the effect of changes in government regulations mandating the amount of tax withheld or the timing of remittances;
- our failure to comply with covenants in our debt agreements;
- changes in governmental regulations and policies;
- our ability to comply with U.S. and foreign laws and regulations;
- our compliance with data privacy laws and regulations;
- our failure to protect our intellectual property rights;
- potential outcomes related to pending or future litigation matters;
- the impact of the COVID-19 pandemic and other macroeconomic factors on the U.S. and global economy, and in particular on our small- and medium-sized business clients;
- volatility in the political and economic environment, including rising inflation;
- changes in the availability and retention of qualified people; and
- the possible effects of negative publicity on our reputation and the value of our brand.

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Any of these factors, as well as other factors discussed in our Form 10-K for fiscal 2022 or in our other periodic filings with the Securities and Exchange Commission (“SEC”), could cause our actual results to differ materially from our anticipated results. The information provided in this Form 10-Q is based upon the facts and circumstances known as of the date of this report, and any forward-looking statements made by us in this Form 10-Q speak only as of the date on which they are made. Except as required by law, we undertake no obligation to update these forward-looking statements after the date of filing this Form 10-Q with the SEC to reflect events or circumstances after such date, or to reflect the occurrence of unanticipated events.

Our investor presentation regarding the financial results for the first quarter is available and accessible on our Paychex Investor Relations portal at <https://investor.paychex.com>. Information available on our website is not a part of, and is not incorporated into, this Form 10-Q. We intend to make future investor presentations available exclusively on our Paychex Investor Relations portal.

Overview

We are a leading provider of integrated human capital management (“HCM”) software solutions for human resources (“HR”), payroll, benefits, and insurance services for small- to medium-sized businesses in the United States (“U.S.”). We offer a comprehensive portfolio of technology solutions and services, supported by our HR and compliance expertise, that help our clients address the evolving challenges of HR. Our purpose is to allow our customers the freedom to succeed. The workplace is evolving, and we lead the way by making complex HR, payroll, and benefits simple for our clients.

Paychex Flex® is our proprietary HCM software-as-a-service (“SaaS”) platform that unites HR, payroll, time and attendance, and benefits processes to maximize efficiency and savings. Paychex Flex helps clients manage the employee life cycle from recruiting and hiring to retirement through an integrated suite of solutions. It utilizes a single cloud-based platform, with single client and employee records. Clients can select the modules they need and easily add on services as they grow. In addition, we provide comprehensive HR solutions to help our clients plan, manage, and comply with all aspects of HR.

Our portfolio of HCM and employee benefit-related solutions is disaggregated into two categories, (1) Management Solutions and (2) PEO and Insurance Solutions, as discussed under the heading “Description of Solutions” in Part I, Item 1 of our Form 10-K for fiscal 2022.

Our mission is to be the leading provider of HCM solutions for HR, payroll, benefits, and insurance by being an essential partner to small- and medium-sized businesses across the U.S. and parts of Europe. We believe that success in this mission will lead to strong, long-term financial performance. Our strategy focuses on providing industry-leading, integrated technology; increasing client satisfaction; expanding our leadership in HR; growing our client bases; and engaging in strategic acquisitions.

We continue to focus on driving growth in the number of clients, revenue per client, total revenue, and profit, while providing industry-leading technology solutions and services to our clients and their employees. We maintain industry-leading margins by managing our personnel costs and expenses while continuing to invest in our business, particularly in sales and marketing and leading-edge technology. We believe these investments are critical to our success. Looking to the future, we believe that investing in our products, people, and service capabilities will position us to capitalize on opportunities for long-term growth.

We closely monitor the evolving challenges and needs of small- and mid-sized businesses. As a leader in innovative technology solutions, we provide employers with the digital tools and HR expertise to hire, engage, train, and retain top talent in this challenging workforce environment. We continue to find opportunities to innovate our HCM solutions to help our customers address these challenges. An example of our innovative technology is our recently introduced, industry first, Paychex Voice Assist. Paychex Voice Assist enables payroll administrators to run payroll through any Google Assistant-compatible device for a hands-free experience, simplifying and automating the payroll process with the sound of a verified user’s voice. Capabilities of the feature include starting a pay period or acting on one already in progress, applying standard pay, pay adjustments, reviewing totals, and submitting payroll for processing through a robust and resilient artificial intelligence (“AI”) assistant with built-in verifications for user authentication.

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First Quarter Business Highlights

Highlights compared to the prior year period are as follows:

In millions, except per share amounts	For the three months ended			Change ⁽²⁾
	August 31,			
	2022	2021		
Total service revenue	\$ 1,188.3	\$ 1,068.4		11 %
Total revenue	\$ 1,206.2	\$ 1,082.9		11 %
Operating income	\$ 495.6	\$ 442.9		12 %
Net income	\$ 379.2	\$ 333.6		14 %
Adjusted net income ⁽¹⁾	\$ 371.9	\$ 323.2		15 %
Diluted earnings per share	\$ 1.05	\$ 0.92		14 %
Adjusted diluted earnings per share ⁽¹⁾	\$ 1.03	\$ 0.89		16 %
Dividends paid to stockholders	\$ 284.6	\$ 238.1		20 %

(1) Adjusted net income and adjusted diluted earnings per share are not U.S. generally accepted accounting principle (“GAAP”) measures. Refer to the “Non-GAAP Financial Measures” section of this Item 2 for a discussion of these non-GAAP measures and a reconciliation to the U.S. GAAP measures of net income and diluted earnings per share.

(2) Percentage changes are calculated based on unrounded numbers.

For further analysis of our results of operations for the first quarter and prior year period, and our financial position as of August 31, 2022, refer to the tables and analysis in the “Results of Operations” and “Liquidity and Capital Resources” sections of this Item 2.

RESULTS OF OPERATIONS

Summary of Results of Operations:

In millions, except per share amounts	For the three months ended			Change ⁽¹⁾
	August 31,			
	2022	2021		
Revenue:				
Management Solutions	\$ 905.5	\$ 805.5		12 %
PEO and Insurance Solutions	282.8	262.9		8 %
Total service revenue	1,188.3	1,068.4		11 %
Interest on funds held for clients	17.9	14.5		24 %
Total revenue	1,206.2	1,082.9		11 %
Total expenses	710.6	640.0		11 %
Operating income	495.6	442.9		12 %
Other (expense)/income, net	(3.6)	1.0		n/m %
Income before income taxes	492.0	443.9		11 %
Income taxes	112.8	110.3		(2) %
Effective income tax rate	22.9 %	24.9 %		
Net income	\$ 379.2	\$ 333.6		14 %
Diluted earnings per share	\$ 1.05	\$ 0.92		14 %

(1) Percentage changes are calculated based on unrounded numbers.

The changes in revenue as compared to the prior year period were primarily driven by the following factors:

• **Management Solutions revenue:** \$905.5 million for the first quarter, reflecting an increase of 12%:

- o Growth in the number of client employees served for HCM and additional worksite employees for HR Solutions;
- o Improved revenue per client resulting from price realization and higher product penetration, including strong demand for HR Solutions, retirement, and time and attendance solutions; and

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oExpansion of HCM ancillary services.

•**PEO and Insurance Solutions revenue:** \$282.8 million for the first quarter, reflecting an increase of 8%:

oGrowth in the number of average worksite employees; and
oIncrease in PEO health insurance revenue.

•**Interest on funds held for clients and Corporate investment income:** \$17.9 million for the first quarter, reflecting an increase of 24% due to higher average invested balances and higher average interest rates earned.

We invest in highly liquid, investment-grade fixed income securities and do not utilize derivative instruments to manage interest rate risk.

Details regarding our combined funds held for clients and corporate cash equivalents and investment portfolios were as follows:

\$ in millions	For the three months ended			Change ⁽¹⁾	
	2022	August 31,	2021		
Average investment balances:					
Funds held for clients	\$	4,118.0	\$	3,897.5	6 %
Corporate cash equivalents and investments		1,394.6		1,197.1	16 %
Total	\$	<u>5,512.6</u>	\$	<u>5,094.6</u>	8 %
Average interest rates earned (exclusive of net realized gains):					
Funds held for clients		1.7 %		1.5 %	
Corporate cash equivalents and investments		1.5 %		0.1 %	
Combined funds held for clients and corporate cash equivalents and investments		1.7 %		1.1 %	
Total net realized gains	\$	0.1	\$	0.1	

⁽¹⁾ Percentage changes are calculated based on unrounded numbers.

\$ in millions	August 31,	May 31,		
	2022	2022		
Net unrealized losses on available for sale ("AFS") securities ⁽¹⁾	\$	(175.6)	\$	(136.3)
Federal Funds rate ⁽²⁾		2.50 %		1.00 %
Total fair value of AFS securities	\$	2,724.8	\$	4,029.2
Weighted-average duration of AFS securities in years ⁽³⁾		3.1		3.2
Weighted-average yield-to-maturity of AFS securities ⁽³⁾		1.9 %		1.9 %

⁽¹⁾ The net unrealized loss on our investment portfolio was approximately \$244.6 million as of September 27, 2022.

⁽²⁾ The Federal Funds rate was in the range of 2.25% to 2.50% as of August 31, 2022 and in the range of 0.75% to 1.00% as of May 31, 2022. Effective September 22, 2022, the Federal Reserve increased the Federal Funds rate to a range of 3.00% to 3.25%.

⁽³⁾ These items exclude the impact of variable rate demand notes ("VRDNs") as they are tied to short-term interest rates.

Total expenses: The following table summarizes the total combined cost of service revenue and selling, general and administrative expenses for the period below:

In millions	For the three months ended			Change ⁽¹⁾	
	2022	August 31,	2021		
Compensation-related expenses	\$	426.6	\$	382.9	11 %
PEO insurance costs		104.5		96.0	9 %
Depreciation and amortization		44.0		45.7	(4) %
Other expenses		135.5		115.4	17 %
Total expenses	\$	<u>710.6</u>	\$	<u>640.0</u>	11 %

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(1) Percentage changes are calculated based on unrounded numbers.

Total expenses increased 11% to \$710.6 million for the first quarter compared to the prior year period. Total expenses increased as a result of the following:

- **Compensation-related expenses:** \$426.6 million for the first quarter, reflecting an increase of 11%, due to increases in headcount and wage rates.
- **PEO insurance costs:** \$104.5 million for the first quarter, reflecting an increase of 9%, as a result of higher health insurance enrollment.
- **Other expenses:** \$135.5 million for the first quarter, reflecting an increase and 17%, due to general cost increases to support business growth.

Operating income: Operating income increased 12% to \$495.6 million for the first quarter, as a result of double-digit revenue growth which outpaced expense increases as previously discussed.

Operating margin (operating income as a percentage of total revenue) was as follows:

	For the three months ended August 31,	
	2022	2021
Operating margin	41.1 %	40.9 %

Fluctuations in this metric was attributable to the factors previously discussed.

Income taxes: Our effective income tax rate was 22.9% for the first quarter, compared to 24.9%, for the prior year period. Both periods were impacted by the recognition of excess tax benefits related to employee stock-based compensation payments. The prior year period was also impacted by an increase in state taxes.

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Non-GAAP Financial Measures: Adjusted net income, adjusted diluted earnings per share, and earnings before interest, taxes, depreciation, and amortization (“EBITDA”) are summarized as follows:

\$ in millions	For the three months ended		Change
	2022	August 31, 2021	
Net income	\$ 379.2	\$ 333.6	14 %
Non-GAAP adjustments:			
Excess tax benefits related to employee stock-based compensation payments ⁽¹⁾	(7.3)	(10.4)	
Adjusted net income	<u>\$ 371.9</u>	<u>\$ 323.2</u>	15 %
Diluted earnings per share ⁽²⁾	\$ 1.05	\$ 0.92	14 %
Non-GAAP adjustments:			
Excess tax benefits related to employee stock-based compensation payments ⁽¹⁾	(0.02)	(0.03)	
Adjusted diluted earnings per share	<u>\$ 1.03</u>	<u>\$ 0.89</u>	16 %
Net income	\$ 379.2	\$ 333.6	14 %
Non-GAAP adjustments:			
Interest expense, net	3.7	9.0	
Income taxes	112.8	110.3	
Depreciation and amortization expense	44.0	45.7	
Total non-GAAP adjustments	160.5	165.0	
EBITDA	<u>\$ 539.7</u>	<u>\$ 498.6</u>	8 %

⁽¹⁾ Excess tax benefits related to employee stock-based compensation payments recognized in income taxes. This item is subject to volatility and will vary based on employee decisions on exercising employee stock options and fluctuations in our stock price, neither of which is within the control of management.

⁽²⁾ The calculation of the impact of non-GAAP adjustments on diluted earnings per share is performed on each line independently. The table may not add down by +/- \$0.01 due to rounding.

In addition to reporting net income and diluted earnings per share, which are U.S. GAAP measures, we present adjusted net income, adjusted diluted earnings per share, and EBITDA, which are non-GAAP measures. We believe these additional measures are indicators of our core business operations’ performance period over period. Adjusted net income, adjusted diluted earnings per share, and EBITDA are not calculated through the application of U.S. GAAP and are not required forms of disclosure by the SEC. As such, they should not be considered a substitute for the U.S. GAAP measures of net income, and diluted earnings per share, and, therefore, they should not be used in isolation, but in conjunction with the U.S. GAAP measures. The use of any non-GAAP measure may produce results that vary from the U.S. GAAP measure and may not be comparable to a similarly defined non-GAAP measure used by other companies.

LIQUIDITY AND CAPITAL RESOURCES

As of August 31, 2022, our financial position remained strong with cash, restricted cash, and total corporate investments of \$1.3 billion. Total short-term and long-term borrowings, net of debt issuance costs, were \$808.1 million as of August 31, 2022. Our primary source of cash is our ongoing operations. Cash flow from operations was \$364.3 billion for the first quarter. Our positive cash flows have allowed us to support our business and pay dividends. We currently anticipate that cash, restricted cash, and total corporate investments as of August 31, 2022, along with projected operating cash flows and available short-term financing, will support our business operations, capital purchases, share repurchases, and dividend payments for the foreseeable future.

We believe that our investments in an unrealized loss position as of August 31, 2022 were not impaired due to increased credit risk or other valuation concerns, nor has any event occurred subsequent to that date to indicate any change in our assessment.

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Financing

Short-term financing: We maintain committed and unsecured credit facilities and irrevocable letters of credit as part of our normal and recurring business operations. The purpose of these credit facilities is to meet short-term funding requirements, finance working capital needs, and for general corporate purposes. We typically borrow on an overnight or short-term basis under our credit facilities. Refer to Note L of the Notes to Consolidated Financial Statements contained in Item 8 of our Form 10-K for fiscal 2022 for further discussion on our credit facilities.

Details of our credit facilities as of August 31, 2022 were as follows:

\$ in millions	Expiration Date	Maximum Amount Available	August 31, 2022	
			Outstanding Amount	Available Amount
Credit facilities:				
JP Morgan Chase Bank, N.A. (“JPM”)	July 31, 2024	\$ 1,000.0	\$ -	\$ 1,000.0
JPM	September 17, 2026	\$ 750.0	-	750.0
PNC Bank, National Association (“PNC”)	February 6, 2023	\$ 250.0	10.3	239.7
Total Lines of Credit Outstanding and Available			\$ 10.3	\$ 1,989.7

Amounts outstanding under the PNC credit facility as of August 31, 2022 remain outstanding as of the date of this report.

Details of borrowings under each credit facility during the first quarter and the prior year period were as follows:

\$ in millions	For the three months ended August 31, 2022			
	Credit Facility			
	\$1 Billion JPM	\$750 Million JPM	\$250 Million PNC	
Number of days borrowed	—	—	—	92
Maximum amount borrowed	\$ —	\$ —	\$ —	10.6
Weighted-average amount borrowed	\$ —	\$ —	\$ —	10.2
Weighted-average interest rate	— %	— %	— %	3.15 %

\$ in millions	For the three months ended August 31, 2021			
	Credit Facility			
	\$1 Billion JPM	\$750 Million JPM	\$250 Million PNC	
Number of days borrowed	—	—	—	92
Maximum amount borrowed	\$ —	\$ —	\$ —	106.5
Weighted-average amount borrowed	\$ —	\$ —	\$ —	8.3
Weighted-average interest rate	— %	— %	— %	1.15 %

Short-term borrowings are primarily used for the settlement of client fund obligations, rather than liquidating previously collected client funds that have been invested in AFS securities allocated to our long-term investment portfolio.

Subsequent to August 31, 2022, there were no additional overnight borrowings under our PNC and JPM credit facilities.

We expect to have access to the amounts available under our current credit facilities to meet our ongoing financial needs. However, if we experience reductions in our operating cash flows due to any of the risk factors outlined in, but not limited to, Item 1A in our Form 10-K for fiscal 2022 and other SEC filings, we may need to adjust our capital, operating and other discretionary spending to realign our working capital requirements with the capital resources available to us. Furthermore, if we determine the need for additional short-term liquidity, there is no assurance that such financing, if pursued and obtained, would be adequate or on terms acceptable to us.

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Letters of credit: As of August 31, 2022, we had irrevocable standby letters of credit available totaling \$140.2 million, required to secure commitments for certain insurance policies. The letters of credit expire at various dates between November 9, 2022 and August 24, 2023. No amounts were outstanding on these letters of credit during the first quarter or as of August 31, 2022.

Long-term financing: We have borrowed \$800.0 million through the issuance of long-term private placement debt (“Senior Notes”). Certain information related to our Senior Notes are as follows:

	Senior Notes Series A	Senior Notes Series B
Stated interest rate	4.07%	4.25%
Effective interest rate	4.15%	4.31%
Interest rate type	Fixed	Fixed
Interest payment dates	Semi-annual, in arrears	Semi-annual, in arrears
Principal payment dates	March 13, 2026	March 13, 2029
Note type	Unsecured	Unsecured

Refer to Note M of the Notes to Consolidated Financial Statements contained in Item 8 of our Form 10-K for fiscal 2022 for further discussion on our long-term financing.

Other commitments: We had outstanding commitments under existing workers’ compensation insurance agreements and legally binding contractual arrangements, which included immaterial leases that have yet to commence. We also entered into various purchase commitments with vendors in the ordinary course of business and had outstanding commitments to purchase approximately \$7.6 million of capital assets as of August 31, 2022. In addition, we are involved in three limited partnership agreements to contribute a maximum of \$30.0 million to venture capital funds in the financial technology sector. As of August 31, 2022, we have contributed approximately \$19.0 million of the total funding commitment.

In the normal course of business, we make representations and warranties that guarantee the performance of services under service arrangements with clients. Historically, there have been no material losses related to such guarantees. We have also entered into indemnification agreements with our officers and directors, which require us to defend and, if necessary, indemnify these individuals for certain pending or future claims as they relate to their services provided to us.

We currently self-insure the deductible portion of various insured exposures under certain corporate employee and PEO employee health and medical benefit plans. Our estimated loss exposure under these insurance arrangements is recorded in other current liabilities on our Consolidated Balance Sheets. Historically, the amounts accrued have not been material and were not material as of August 31, 2022. We also maintain insurance coverage in addition to our purchased primary insurance policies for gap coverage for employment practices liability, errors and omissions, warranty liability, theft and embezzlement, cyber threats, and acts of terrorism; and capacity for deductibles and self-insured retentions through our captive insurance company.

Operating, Investing, and Financing Cash Flow Activities

In millions	For the three months ended			Change
	August 31,			
	2022	2021		
Net cash provided by operating activities	\$ 364.3	\$ 385.6	\$	(21.3)
Net cash provided by/(used in) investing activities	1,223.1	(22.3)	\$	1,245.4
Net cash used in financing activities	(809.7)	(211.7)	\$	(598.0)
Net change in cash, restricted cash, and equivalents	<u>\$ 777.7</u>	<u>\$ 151.6</u>	<u>\$</u>	<u>626.1</u>
Cash dividends per common share	<u>\$ 0.79</u>	<u>\$ 0.66</u>		

The changes in our cash flow for the first quarter compared to the prior year period were primarily the result of the following key drivers:

Operating Cash Flow Activities

- Higher net income attributable to the reasons discussed in the “Results of Operations” section of this Item 2; partially offsets

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- Cash outflow for changes in funding for temporary staffing clients; and
- Cash outflow for various changes in other assets and liabilities.

Investing Cash Flow Activities

- The increase in cash provided was primarily related to an increase in the net sales of VRDNs, that were reinvested into cash/money market accounts due to more favorable interest rates;

Fluctuations in the net purchases and sales/maturities of AFS securities are also due to timing within the client funds portfolio and market conditions. Amounts will vary based upon the timing of collection from clients and the related remittance to applicable tax or regulatory agencies for payroll tax administration services and to employees of clients utilizing employee payment services.

Discussion of interest rates and related risks is included in the “Market Risk Factors” section of this Item 2.

Financing Cash Flow Activities

- Increase in net cash outflows from changes in client fund obligations due the timing of collections and remittances of client funds,
- Dividends paid increased compared to the prior year period due to an increase in our quarterly dividend from \$0.66 per share to \$0.79 per share. The payment of future dividends is dependent on our future earnings and cash flow and is subject to the discretion of our Board of Directors, and
- Decrease in cash inflows from equity-based plans primarily due to a decrease in the number of stock options exercised during the fiscal 2023 period when compared with the fiscal 2022 period.

The client fund obligations liability will vary based on the timing of collecting client funds and the related required remittance of funds to applicable tax or regulatory agencies for payroll tax administration services and to employees of clients utilizing employee payment services. Collections from clients are typically remitted from one to 30 days after receipt, with some items extending to 90 days.

MARKET RISK FACTORS

Changes in interest rates and interest rate risk: Funds held for clients are primarily comprised of short-term funds and AFS securities. Corporate investments are primarily comprised of AFS securities. As a result of our investing activities, we are exposed to changes in interest rates that may materially affect our results of operations and financial position. Changes in interest rates will impact the earnings potential of future investments and will cause fluctuations in the fair value of our longer-term AFS securities. We follow an investment strategy of protecting principal and optimizing liquidity. A substantial portion of our portfolios is invested in high credit quality securities with ratings of AA or higher, and A-1/P-1 ratings on short-term securities. We invest predominantly in municipal bonds; corporate bonds; U.S. government agency securities; and VRDNs. We limit the amounts that can be invested in any single issuer and invest primarily in short- to intermediate-term instruments whose fair value is less sensitive to interest rate changes. We manage the AFS securities to a benchmark duration of two and one-half to three and three-quarters years.

During the first quarter, our primary short-term investment vehicles were bank demand deposit accounts, VRDNs, and commercial paper. We have no exposure to high-risk or non-liquid investments. We have insignificant exposure to European investments. We have not and do not utilize derivative financial instruments to manage our interest rate risk.

During the first quarter, the average interest rate earned on our combined funds held for clients and corporate cash equivalents and investment portfolios was 1.7% compared to 1.1% for the prior year period. When interest rates are rising, the full impact of higher interest rates will not immediately be reflected in net income due to the interaction of short- and long-term interest rate changes. During a rising interest rate environment, earnings will increase from our short-term investments, and over time, increase from our longer-term AFS securities. Earnings from AFS securities, which as of August 31, 2022 had an average duration of 3.1 years, would not reflect increases in interest rates until the investments are sold or mature and the proceeds are reinvested at higher rates.

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The amortized cost and fair value of AFS securities that had stated maturities as of August 31, 2022 are shown below by expected maturity.

	August 31, 2022	
In millions	Amortized cost	Fair value
Maturity date:		
Due in one year or less	\$ 289.4	\$ 288.4
Due after one year through three years	746.9	728.0
Due after three years through five years	1,421.1	1,312.3
Due after five years	443.0	396.1
Total	<u>\$ 2,900.4</u>	<u>\$ 2,724.8</u>

VRDNs are primarily categorized as due after five years in the table above as the contractual maturities on these securities are typically 20 to 30 years. Although these securities are issued as long-term securities, they are priced and traded as short-term instruments because of the liquidity provided through the tender feature.

As of August 31, 2022, the Federal Funds rate was in the range of 2.25% to 2.50%. Effective September 22, 2022, the Federal Reserve raised the Federal Funds rate 75 basis points placing it in the range of 3.00% to 3.25%. There continues to be uncertainty in the changing market and economic conditions, including the possibility of additional measures that could be taken by the Federal Reserve and other government agencies, related to concerns over inflation risk. We will continue to monitor the market and economic conditions.

Calculating the future effects of changing interest rates involves many factors. These factors include, but are not limited to:

- governmental action to address inflation;
- daily interest rate changes;
- seasonal variations in investment balances;
- actual duration of short-term and AFS securities;
- the proportion of taxable and tax-exempt investments;
- changes in tax-exempt municipal rates versus taxable investment rates, which are not synchronized or simultaneous; and
- financial market volatility and the resulting effect on benchmark and other indexing interest rates.

Subject to these factors and under normal financial market conditions, a 25-basis-point change in taxable interest rates generally affects our tax-exempt interest rates by approximately 17 basis points. Under normal financial market conditions, the impact to earnings from a 25-basis-point change in short-term interest rates would be approximately \$4.5 million to \$5.0 million, after taxes, for a twelve-month period. Such a basis point change may or may not be tied to changes in the Federal Funds rate.

Our total investment portfolio (funds held for clients and corporate cash equivalents and investments) is expected to average approximately \$6.0 billion for the year ended May 31, 2023. Our anticipated allocation is approximately 50% invested in short-term securities and VRDNs with an average duration of less than 30 days and 50% invested in AFS securities, with an average duration of two and one-half to three and three-quarters years.

The combined funds held for clients and corporate AFS securities reflected net unrealized losses of \$175.6 million as of August 31, 2022 and \$136.3 million as of May 31, 2022. During the first quarter, the net unrealized loss on our investment portfolios ranged from a loss of \$126.5 million to a loss of \$197.3 million. These fluctuations were driven by changes in market rates of interest. The net unrealized loss on our investment portfolio was approximately \$244.6 million as of September 27, 2022.

As of August 31, 2022 and May 31, 2022, we had \$2.7 billion and \$4.0 billion, respectively, invested in AFS securities at fair value. The weighted-average yield-to-maturity was 1.9% as of August 31, 2022 and as of May 31, 2022, respectively. The weighted-average yield-to-maturity excludes AFS securities tied to short-term interest rates, such as VRDNs. Assuming a hypothetical increase in longer-term interest rates of 25 basis points, the resulting potential decrease in fair value for our portfolio of AFS securities as of August 31, 2022, would be in the range of \$20.0 million to \$25.0 million.

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Conversely, a corresponding decrease in interest rates would result in a comparable increase in fair value. This hypothetical increase or decrease in the fair value of the portfolio would be recorded as an adjustment to the portfolio's recorded value, with an offsetting amount recorded in stockholders' equity. These fluctuations in fair value would have no related or immediate impact on our results of operations unless any declines in fair value are due to credit related concerns and an impairment loss is recognized.

Credit risk: We are exposed to credit risk in connection with these investments through the possible inability of the borrowers to meet the terms of their bonds. We regularly review our investment portfolios to determine if any investment is impaired due to increased credit risk or other valuation concerns and we believe that the investments we held as of August 31, 2022 were not impaired as a result of the previously discussed reasons. While \$2.7 billion of our AFS securities had fair values that were below amortized cost, we believe that it is probable that the principal and interest will be collected in accordance with the contractual terms, and that the gross unrealized losses of \$175.6 million were due to changes in interest rates and were not due to increased credit risk or other valuation concerns. A substantial portion of the AFS securities in an unrealized loss position as of August 31, 2022 and May 31, 2022 had an AA rating or better. We do not intend to sell these investments until the recovery of their amortized cost basis or maturity, and further believe that it is not more-likely-than-not that we will be required to sell these investments prior to that time. Our assessment that an investment is not impaired due to increased credit risk or other valuation concerns could change in the future due to new developments, including changes in our strategies or assumptions related to any particular investment.

We have some credit risk exposure relating to the purchase of accounts receivable as a means of providing payroll funding to clients in the temporary staffing industry. There is also credit risk exposure relating to our trade accounts receivable. This credit risk exposure is diversified amongst multiple client arrangements and all such arrangements are regularly reviewed for potential write-off. No single client is material in respect to total accounts receivable, service revenue, or results of operations as of August 31, 2022.

CRITICAL ACCOUNTING POLICIES

Our critical accounting policies are described in Item 7 of our Form 10-K for fiscal 2022, filed with the SEC on July 15, 2022. On an ongoing basis, we evaluate the critical accounting policies used to prepare our consolidated financial statements, including, but not limited to, those related to:

- revenue recognition;
- assets recognized from the costs to obtain and fulfill contracts;
- PEO insurance reserves;
- goodwill and other intangible assets;
- impairment of long-lived assets;
- stock-based compensation costs; and
- income taxes.

There have been no material changes in these aforementioned critical accounting policies.

NEW ACCOUNTING PRONOUNCEMENTS

Recently adopted accounting pronouncements: Refer to Note A of the Notes to Consolidated Financial Statements (Unaudited) contained in Item 1 of this Form 10-Q for a discussion of recently adopted accounting pronouncements.

Recently issued accounting pronouncements: Refer to Note A of the Notes to Consolidated Financial Statements (Unaudited) contained in Item 1 of this Form 10-Q for a discussion of recently issued accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures of Market Risk

The information called for by this item is provided under the caption "Market Risk Factors" under Item 2 – Management's Discussion and Analysis of Financial Condition and Results of Operations and is incorporated herein by reference.

Item 4. Controls and Procedures

Disclosure Controls and Procedures: Disclosure controls and procedures are designed with the objective of ensuring that information required to be disclosed in the Company's reports filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), such as this report, is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures are also designed with the objective of ensuring that such information is accumulated and communicated to the Company's management, including the Company's principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures: As of the end of the period covered by this report, the Company carried out an evaluation, under the supervision and with the participation of the Company's principal executive officer and principal financial officer, of the effectiveness of disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Based on such evaluation, the Company's principal executive officer and principal financial officer have concluded that as of August 31, 2022, the end of the period covered by this report, our disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control over Financial Reporting: The Company also carried out an evaluation of the internal control over financial reporting to determine whether any changes occurred during the fiscal quarter ended August 31, 2022. Based on such evaluation, there have been no changes in the Company's internal control over financial reporting that occurred during the Company's most recently completed fiscal quarter ended August 31, 2022, that materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

The Company maintains a program to repurchase up to \$400 million of the Company's common stock with authorization expiring on January 31, 2024. The purpose of this program is to manage common stock dilution. There were no shares repurchased during the first quarter and \$327.1 million remains available for share repurchases in total under the program.

Item 6. Exhibits**INDEX TO EXHIBITS**

	Exhibit number	Description
*#	10.1	Paychex, Inc. 2002 Stock Incentive Plan (as amended and restated effective October 15, 2020) Amended Form of Restricted Stock Unit Award Agreement (Board).
*#	10.2	Paychex, Inc. 2002 Stock Incentive Plan (as amended and restated effective October 15, 2020) Amended Form of Restricted Stock Unit Award Agreement (Officer).
*#	10.3	Paychex, Inc. 2002 Stock Incentive Plan (as amended and restated effective October 15, 2020) Amended Form of Restricted Stock Unit Award Agreement (Senior Management).
*#	10.4	Paychex, Inc. 2002 Stock Incentive Plan (as amended and restated effective October 15, 2020) Amended Form of Restricted Stock Unit Award Agreement (Management).
*#	10.5	Paychex, Inc. 2002 Stock Incentive Plan (as amended and restated effective October 15, 2020) Amended Form of Restricted Stock Unit Award Agreement (Special Award).
*#	10.6	Paychex, Inc. 2002 Stock Incentive Plan (as amended and restated effective October 15, 2020) Amended Form of 2022-2024 Performance Restricted Stock Unit Award Agreement.
*#	10.7	Paychex, Inc. 2002 Stock Incentive Plan (as amended and restated effective October 15, 2020) Amended Form of Non-Qualified Stock Option Award Agreement (Board).
*#	10.8	Paychex, Inc. 2002 Stock Incentive Plan (as amended and restated effective October 15, 2020) Amended Form of Non-Qualified Stock Option Award Agreement (Officer).
*	31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*	31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*	32.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
*	32.2	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
*	101.INS	Inline XBRL Instance Document– the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
*	101.SCH	Inline XBRL Taxonomy Extension Schema Document
*	101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
*	101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
*	101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
*	101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
*	104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Exhibit filed with this report

Management contract or compensatory plan

SIGNATURES

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

PAYCHEX, INC.

Date: September 29, 2022

/s/ Martin Mucci
Martin Mucci
Chairman of the Board of Directors and Chief Executive Officer
(Principal Executive Officer)

Date: September 29, 2022

/s/ Efrain Rivera
Efrain Rivera
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: September 29, 2022

/s/ Robert L. Schrader
Robert L. Schrader
Vice President and Controller
(Principal Accounting Officer)

**PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN**

(as amended and restated effective October 15, 2020)

RESTRICTED STOCK UNIT AWARD NOTICE

Participant:	[]
Type of Award:	Restricted Stock Units
Number of Restricted Stock Units:	[]
Date of Grant:	July 15, 2022

This Award Notice serves to notify you that the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) hereby grants to you, under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), an award (the “Award”) of Restricted Stock Units (the “Units”), on the terms and conditions set forth in the attached Restricted Stock Unit Award Agreement and the Plan, covering the number of shares of the Company’s \$.01 par value common stock (the “Common Stock”) equal to the Number of Restricted Stock Units set forth above.

PAYCHEX, INC.

PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN

(as amended and restated effective October 15, 2020)

RESTRICTED STOCK UNIT AWARD AGREEMENT

1. Grant of Restricted Stock Units. This Restricted Stock Unit Award Agreement (the “Award Agreement”) sets forth the terms and conditions of the award (the “Award”) of Restricted Stock Units (the “Units”) granted to you by the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), as described on your Award Notice. The Award is subject to all of the provisions of the Plan, which is hereby incorporated by reference and made a part of this Award Agreement. The capitalized terms used in this Award Agreement, and not otherwise defined herein, are defined in the Plan.

2. Restriction and Vesting.

(a) Subject to the terms set forth in this Award Agreement and the Plan, unless earlier vested under or otherwise subject to Section 2(b) of this Award Agreement, provided you are still a member of the Board of Directors of the Company, the Number of Restricted Stock Units represented by the Award shall vest on the first anniversary of the Date of Grant as set forth on your Award Notice (the “Vesting Date”).

(b) Except in the event of your death or Disability before the Vesting Date, the unvested Shares underlying the Award shall be forfeited and cancelled immediately; provided, however, the Committee shall have discretion to accelerate vesting in whole or in part for events including but not limited to Retirement from Board service. If your Board tenure terminates due to death or Disability, your award shall immediately become 100% vested. The term “Retirement” means retirement from the Board at age 55 or later with ten or more years of service with the Company.

3. Nature of Units. The Units represent book-keeping entries only and constitute the Company’s unfunded and unsecured promise to issue Shares to you on a future date. As a holder of Units, you have no rights other than the rights of a general creditor of the Company.

4. Issuance of Shares. If your service terminates due to death or Disability, or the Committee otherwise vests your Award before the Vesting Date, the Company will issue a certificate or certificates representing the Shares underlying the Award that have vested as promptly as practicable following the date of your termination of service due to death or Disability or the date that the Committee vests your Award, but no later than March 15 of the calendar year following the calendar year that includes such date. Otherwise, the Company shall, when the conditions to vesting specified in Section 2 of this Award Agreement are satisfied, issue a certificate or certificates representing the Shares underlying the Award that have vested as

promptly as practicable following the Vesting Date, but no later than March 15 of the calendar year following the calendar year that includes the Vesting Date.

5.Rights as a Stockholder. Prior to the issuance of Shares to you pursuant to Section 4, you will not have any of the rights of a stockholder with respect to the Shares to be issued on vesting of the Units, including, but not limited to, the right to vote (in person or by proxy) such Shares at any meeting of stockholders of the Company.

6.Dividend Equivalents. Prior to the vesting or forfeiture of the Award, there shall be accrued on the Units an amount equivalent to the regular cash dividends paid, if any, on the Shares underlying the Units. In the event of the vesting and payment of any Units, the dividend equivalents accrued on such Units, less any withholding that the Company determines is required to be withheld therefrom, shall be paid at the time that such Units are paid to you. In the event of the forfeiture or cancellation of any Units, the dividend equivalents accrued on the Units that are forfeited shall also be forfeited.

7.Restrictions on Transfer of Units. Units, may not, except as otherwise provided in the Plan, be sold, assigned, transferred, pledged or encumbered in any way, whether by operation of law or otherwise, except by will or the laws of descent and distribution. The Shares may be issued during your lifetime only to you, or after your death to your designated beneficiary, or, in the absence of such beneficiary, to your duly qualified personal representative.

8.Restrictions on Issuance of Shares. If at any time the Company determines that listing, registration or qualification of the Shares covered by the Award upon any securities exchange or under any state or federal law, or the approval of any governmental agency, is necessary or advisable as a condition to the Award or the issuance of certificate(s) for Shares hereunder, such Award or issuance may not be made in whole or in part unless and until such listing, registration, qualification or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

9.Restrictions on Transfer of Shares. You shall not be permitted to sell the Shares received under the Award during your period of tenure as a member of the Company's Board of Directors, except as necessary to satisfy any tax obligations. The Company shall be authorized to add a legend regarding this restriction on transfer to any certificate representing the Shares.

10.Limitation of Rights. Neither the Plan, the granting of the Award, the Award Notice nor this Award Agreement gives you any right to remain a member of the Board of Directors of the Company.

11.Rights of Company and Affiliates. This Award Agreement does not affect the right of the Company or any Affiliate to take any corporate action whatsoever, including without limitation its right to recapitalize, reorganize or make other changes in its capital structure or business, merge or consolidate, issue bonds, notes, Shares or other securities, including preferred stock, or options therefor, dissolve or liquidate, or sell or transfer any part of its assets or business.

12.Plan Controls. In the event of any conflict among the provisions of the Plan and this Award Agreement, the provisions of the Plan will be controlling and determinative.

13.Amendment. Except as otherwise provided by the Plan, the Company may only alter, amend or terminate the Award with your consent.

14.Governing Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as superseded by applicable federal law, without giving effect to its conflicts of law provisions. All parties consent to exclusive personal jurisdiction in New York courts and agree that venue shall be New York State Supreme Court, Monroe County.

15.Section 409A. The Award is intended to qualify for an exemption from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated and other official guidance issued thereunder (collectively, "Section 409A"), and the Plan and this Award Agreement shall be interpreted and administered consistent with such intention.

* * *

PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN

(as amended and restated effective October 15, 2020)

RESTRICTED STOCK UNIT AWARD NOTICE

Participant:	[]
Type of Award:	Restricted Stock Units
Number of Restricted Stock Units:	[]
Date of Grant:	July 15, 2022
Retention Multiple:	[Fill-in 6x for CEO, 4x for President; 3x for SVPs; 2x for VPs]

This Award Notice serves to notify you that the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) hereby grants to you, under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), an award (the “Award”) of Restricted Stock Units (the “Units”), on the terms and conditions set forth in the attached Restricted Stock Unit Award Agreement and the Plan, covering the number of shares of the Company’s \$.01 par value common stock (the “Common Stock”) equal to the Number of Restricted Stock Units set forth above.

Stock Retention Requirement. For purposes of the Award, during the term of your employment by the Company, the Committee has established a target of ownership of Common Stock with a value of your annual base salary times the Retention Multiple set forth above. Stock that counts toward satisfaction of this target includes, but is not limited to, stock purchased by you on the open market, stock obtained through stock option exercise, restricted shares, restricted stock units, stock obtained through grants of restricted stock or restricted stock units, stock owned (indirectly) through a qualified retirement plan maintained by the Company, stock owned jointly with your spouse, and stock beneficially owned by a trust for the benefit of you, your spouse and/or your children. Notwithstanding the terms of the Restricted Stock Unit Award Agreement, until you reach the established stock ownership target, you will be required to retain the shares of Common Stock that you receive when the shares represented by this Award vest, except that you may sell sufficient shares to satisfy your tax obligations as set forth in Section 9 of the Award Agreement. Once you have achieved the target ownership, the number of shares of Common Stock associated with your target ownership amount will be determined based on the stock price at that time, and unless otherwise prohibited by agreement, policy, law or otherwise, you may thereafter sell, gift or otherwise transfer any vested shares of Common Stock received under the Award so long as after such sale, gift or other transfer you will continue to own the number of shares of Common

Stock associated with your target ownership amount. The Company shall be authorized to add a legend regarding this restriction on transfer to any certificate representing the shares of Common Stock under the Award.

PAYCHEX, INC.

PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN

(as amended and restated effective October 15, 2020)

RESTRICTED STOCK UNIT AWARD AGREEMENT

1. Grant of Restricted Stock Units. This Restricted Stock Unit Award Agreement (the “Award Agreement”) sets forth the terms and conditions of the award (the “Award”) of Restricted Stock Units (the “Units”) granted to you by the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), as described on your Award Notice. The Award is subject to all of the provisions of the Plan, which is hereby incorporated by reference and made a part of this Award Agreement. The capitalized terms used in this Award Agreement, and not otherwise defined herein, are defined in the Plan.

2. Restriction and Vesting.

(a) Subject to the terms set forth in this Award Agreement and the Plan, unless earlier vested under or otherwise subject to Section 2(b) of this Award Agreement, provided you are still a full-time employee of the Company at that time, the Units will vest pro rata with respect to one-third of the Number of Restricted Stock Units on the first, second, and third anniversaries of the Date of Grant, with any fractional Unit resulting from such pro-rata vesting on the third anniversary of the Date of Grant as set forth on your Award Notice (each, a “Vesting Date”).

(b) Except in the event of your death or Disability or your Retirement (as defined below) on or after the one-year anniversary of the Date of Grant, if your employment terminates before a Vesting Date for any reason, then the unvested portion of the Award shall be forfeited and cancelled immediately. If your employment terminates due to death or Disability, your Award shall immediately become 100% vested. If your employment terminates due to Retirement on or after the one-year anniversary of the Date of Grant, the unvested portion of the Award that would otherwise vest during the two-year period following your Retirement, if any, shall remain outstanding and continue to vest in accordance with the terms of this Award Agreement on its scheduled Vesting Date, and the remaining unvested portion of the Award shall be forfeited and cancelled as of your last day worked. Notwithstanding the terms of the Plan, for purposes of this Award Agreement the term “Retirement” means retirement from the Company at age 60 or later with ten or more years of employment (full-time or part-time) with the Company.

3. Nature of Units. The Units represent book-keeping entries only and constitute the Company’s unfunded and unsecured promise to issue Shares to you on a future date. As a holder of Units, you have no rights other than the rights of a general creditor of the Company.

4. Issuance of Shares. If your employment terminates due to death or Disability, the Company will issue a certificate or certificates representing the Shares underlying the Award that have vested as promptly as practicable following the date of your termination of employment due

to death or Disability, but no later than 90 days following such date. Otherwise, the Company shall, when the conditions to vesting specified in Section 2 of this Award Agreement are satisfied, issue a certificate or certificates representing the Shares underlying the Award that have vested as promptly as practicable following each Vesting Date, but no later than 90 days following such Vesting Date.

5.Rights as a Stockholder. Prior to the issuance of Shares to you pursuant to Section 4, you will not have any of the rights of a stockholder with respect to the Shares to be issued on vesting of the Units, including, but not limited to, the right to vote (in person or by proxy) such Shares at any meeting of stockholders of the Company.

6.Dividend Equivalents. Prior to the vesting or forfeiture of the Award, there shall be accrued on the Units an amount equivalent to the regular cash dividends paid, if any, on the Shares underlying the Units. In the event of the vesting and payment of any Units, the dividend equivalents accrued on such Units, less any withholding that the Company determines is required to be withheld therefrom, shall be paid at the time that such Units are paid to you. In the event of the forfeiture or cancellation of any Units, the dividend equivalents accrued on the Units that are forfeited shall also be forfeited.

7.Restrictions on Transfer of Units. Units may not, except as otherwise provided in the Plan, be sold, assigned, transferred, pledged or encumbered in any way, whether by operation of law or otherwise, except by will or the laws of descent and distribution. The Shares may be issued during your lifetime only to you, or after your death to your designated beneficiary, or, in the absence of such beneficiary, to your duly qualified personal representative.

8.Restrictions on Issuance of Shares. If at any time the Company determines that listing, registration or qualification of the Shares covered by the Award upon any securities exchange or under any state or federal law, or the approval of any governmental agency, is necessary or advisable as a condition to the Award or the issuance of certificate(s) for Shares hereunder, such Award or issuance may not be made in whole or in part unless and until such listing, registration, qualification or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

9.Withholding. The vesting of the Award is conditioned upon your making arrangements satisfactory to the Company for the payment to the Company of the amount of all taxes required by any governmental authority to be withheld and paid over by the Company or any Affiliate to the governmental authority on account of such vesting. The payment of such withholding taxes to the Company may be made (i) by you in cash or by check, (ii) subject to the consent of the Company and in accordance with any guidelines established by the Committee, by the Company retaining the number of the Shares that would otherwise be delivered to you upon vesting that have an aggregate Fair Market Value (at the time retained by the Company) equal to the amount of withholding taxes (using your minimum required tax withholding rate or such other rate that the Company determines will not trigger a negative accounting impact to the Company) required to be paid, or (iii) by the Company or any Affiliate withholding such taxes from any other compensation owed to you by the Company or any Affiliate. Unless you make arrangements prior to vesting to pay withholdings taxes in cash or by check, or to have such withholding taxes withheld from other compensation owed to you by the Company or any Affiliate, then at the time

of vesting, the Company shall have the right to retain the number of the Shares that would otherwise be delivered to you upon vesting that have an aggregate Fair Market Value (at the time retained by the Company) equal to the amount of withholding taxes (using your minimum required tax withholding rate or such other rate that the Company determines will not trigger a negative accounting impact to the Company) required to be paid.

10.Limitation of Rights. Neither the Plan, the granting of the Award, the Award Notice nor this Award Agreement gives you any right to remain in the employment of the Company or any Affiliate.

11.Non-competition, Non-solicitation, Confidentiality, and Detrimental Conduct. In consideration for the Award, you agree that during your employment and for a period of twelve (12) months following termination of employment for any reason, you will not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, board member, director, or in any other individual or representative capacity, engage or attempt to engage in any activity that is competitive to the business of the Company and would involve, or is likely to involve, the use or disclosure of Paychex's Trade Secrets (as defined below) within the geographic and substantive area or areas of responsibility assigned to the you during the last twenty-four (24) months of employment. In addition, you agree that for a period of eighteen (18) months following the termination of employment for any reason, you will not directly or indirectly, solicit Company clients, prospects or referral resources, including but not limited to accountants, banks, and consultants, with which you had substantial personal involvement during your employment; nor will you recruit or hire, or attempt to recruit or hire, any other employee of Company or its affiliates, or induce or attempt to induce any employee of Company to terminate employment with Company. You also agree and acknowledge that during the course of your employment with the Company, you will obtain, have access and be privy to nonpublic, confidential, and proprietary information important to the Company's business solely as a result of your employment with the Company, including but not limited to, sales and marketing strategies, price lists, client lists, client confidential information, referral sources, and goodwill ("Trade Secrets"). You hereby recognize and agree that Paychex's Trade Secrets are confidential, proprietary and highly valued protectable interests. You agree that during and after employment, you shall not divulge or make use of any Trade Secrets, directly or indirectly, personally or on behalf of any other person, business, corporation, or entity without prior written consent of the Company. This Agreement does not, however, limit your ability to communicate with any federal governmental agency or otherwise participate in any investigation or proceeding that may be conducted by any federal governmental agency, including providing documents or other information, without notice to the Company. You further agree that you will not, during your employment, engage in conduct which is detrimental to the Company, including violation of the Company's Code of Business Ethics and Conduct, criminal conduct, fraud, or willful misconduct. These covenants are not intended to, and do not, limit in any way the rights and remedies provided to the Company under the Plan, other agreements with you, or under common or statutory law. If on the Date of Grant, you primarily work from a US state in which any of the terms of the non-competition or non-solicitation restrictions set forth in this Section 11 are deemed to be illegal or invalid, then such terms are hereby deemed void to the extent required by such applicable state law and shall not be considered part of this Award Agreement so long as you primarily work in any such state, but the remaining terms set forth in this Section 11 which are not deemed illegal or invalid shall continue to apply.

12.Repayment of Financial Gain.

(a)If you fail to comply with Section 11 of this Award Agreement, the Company may cancel any unvested portion of this Award and recover from you the total number or vesting date value of Shares whose vesting date occurred pursuant to this Award during the 24-month period preceding your breach of any covenant in Section 11 of this Award Agreement. The total number or value of the vested Shares shall include the amount of any dividends paid to you during the 24-month period specified above and shall not be reduced for the payment of applicable taxes or other amounts.

(b)If you fail to comply with Section 11 of this Award Agreement, upon demand by the Company, you will repay the Company in accordance with the terms of Section 12(a), and the Company shall be entitled to offset the amount of any such repayment obligation against any amount owed to you by the Company. The remedies set forth in this Section are in addition to any other remedies the Company may have, at law or equity, for your violation of the terms of this Award Agreement.

13.Rights of Company and Affiliates. This Award Agreement does not affect the right of the Company or any Affiliate to take any corporate action whatsoever, including without limitation its right to recapitalize, reorganize or make other changes in its capital structure or business, merge or consolidate, issue bonds, notes, Shares or other securities, including preferred stock, or options therefor, dissolve or liquidate, or sell or transfer any part of its assets or business.

14.Plan Controls. In the event of any conflict among the provisions of the Plan and this Award Agreement, the provisions of the Plan will be controlling and determinative.

15.Amendment. Except as otherwise provided by the Plan, the Company may only alter, amend or terminate the Award with your consent.

16.Governing Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as superseded by applicable federal law, without giving effect to its conflicts of law provisions. All parties consent to exclusive personal jurisdiction in New York courts and agree that venue shall be New York State Supreme Court, Monroe County.

17.Section 409A. The Award is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated and other official guidance issued thereunder (collectively, "Section 409A"), and the Plan and this Award Agreement shall be interpreted and administered consistent with such intention. References to "termination of employment," "Retirement" and similar terms used in this Award Agreement mean, to the extent necessary to comply with Section 409A, the date that you incur a "separation from service" within the meaning of Section 409A. Notwithstanding anything in this Award Agreement to the contrary, if at the time of your separation from service, you are a "specified employee" for purposes of Section 409A, and payment under this Award Agreement as a result of such separation from service is required by Section 409A to be delayed by six months, then the Company shall make such payment on the day following the six-month anniversary of your separation from service to the extent required to comply with Section 409A. The Company's

right to offset pursuant to Section 12(b) of this Award Agreement is limited to the extent that and until the application of an offset at a given time would not result in a violation of Section 409A.

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**PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN**

(as amended and restated effective October 15, 2020)

RESTRICTED STOCK UNIT AWARD NOTICE

Participant: []
Type of Award: Restricted Stock Units
Number of Restricted Stock Units: []
Date of Grant:

This Award Notice serves to notify you that the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) hereby grants to you, under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), an award (the “Award”) of Restricted Stock Units (the “Units”), on the terms and conditions set forth in the attached Restricted Stock Unit Award Agreement and the Plan, covering the number of shares of the Company’s \$.01 par value common stock (the “Common Stock”) equal to the Number of Restricted Stock Units set forth above.

PAYCHEX, INC.

PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN

(as amended and restated effective October 15, 2020)

RESTRICTED STOCK UNIT AWARD AGREEMENT

1. Grant of Restricted Stock Units. This Restricted Stock Unit Award Agreement (the “Award Agreement”) sets forth the terms and conditions of the award (the “Award”) of Restricted Stock Units (the “Units”) granted to you by the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), as described on your Award Notice. The Award is subject to all of the provisions of the Plan, which is hereby incorporated by reference and made a part of this Award Agreement. The capitalized terms used in this Award Agreement, and not otherwise defined herein, are defined in the Plan.

2. Restriction and Vesting.

(a) Subject to the terms set forth in this Award Agreement and the Plan, unless earlier vested under or otherwise subject to Section 2(b) of this Award Agreement, provided you are still an employee of the Company at that time, the Units will vest pro rata with respect to 25 percent of the Number of Restricted Stock Units on the first, second, third and fourth anniversaries of the Date of Grant, with any fractional Unit resulting from such pro-rata vesting on the fourth anniversary of the Date of Grant as set forth on your Award Notice (each, a “Vesting Date”).

(b) Except in the event of your death or Disability or your Retirement (as defined below) on or after the one-year anniversary of the Date of Grant, if your employment terminates before a Vesting Date for any reason, then the unvested portion of the Award shall be forfeited and cancelled immediately. If your employment terminates due to death or Disability, your Award shall immediately become 100% vested. If your employment terminates due to Retirement on or after the one-year anniversary of the Date of Grant, the unvested portion of the Award that would otherwise vest during the two-year period following your Retirement, if any, shall remain outstanding and continue to vest in accordance with the terms of this Award Agreement on its scheduled Vesting Date, and the remaining unvested portion of the Award shall be forfeited and cancelled as of your last day worked. Notwithstanding the terms of the Plan, for purposes of this Award Agreement the term “Retirement” means retirement from the Company at age 60 or later with ten or more years of employment (full-time or part-time) with the Company.

3. Nature of Units. The Units represent book-keeping entries only and constitute the Company’s unfunded and unsecured promise to issue Shares to you on a future date. As a holder of Units, you have no rights other than the rights of a general creditor of the Company.

4. Issuance of Shares. If your employment terminates due to death or Disability, the Company will issue a certificate or certificates representing the Shares underlying the Award that have vested as promptly as practicable following the date of your termination of employment due

to death or Disability, but no later than 90 days following such date. Otherwise, the Company shall, when the conditions to vesting specified in Section 2 of this Award Agreement are satisfied, issue a certificate or certificates representing the Shares underlying the Award that have vested as promptly as practicable following each Vesting Date, but no later than 90 days following such Vesting Date.

5.Rights as a Stockholder. Prior to the issuance of Shares to you pursuant to Section 4, you will not have any of the rights of a stockholder with respect to the Shares to be issued on vesting of the Units, including, but not limited to, the right to receive such cash dividends, if any, as may be declared on such Shares from time to time and the right to vote (in person or by proxy) such Shares at any meeting of stockholders of the Company.

6.Restrictions on Transfer of Units. Units may not, except as otherwise provided in the Plan, be sold, assigned, transferred, pledged or encumbered in any way, whether by operation of law or otherwise, except by will or the laws of descent and distribution. The Shares may be issued during your lifetime only to you, or after your death to your designated beneficiary, or, in the absence of such beneficiary, to your duly qualified personal representative.

7.Restrictions on Issuance of Shares. If at any time the Company determines that listing, registration or qualification of the Shares covered by the Award upon any securities exchange or under any state or federal law, or the approval of any governmental agency, is necessary or advisable as a condition to the Award or the issuance of certificate(s) for Shares hereunder, such Award or issuance may not be made in whole or in part unless and until such listing, registration, qualification or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

8.Withholding. The vesting of the Award is conditioned upon your making arrangements satisfactory to the Company for the payment to the Company of the amount of all taxes required by any governmental authority to be withheld and paid over by the Company or any Affiliate to the governmental authority on account of such vesting. The payment of such withholding taxes to the Company may be made (i) by you in cash or by check, (ii) subject to the consent of the Company and in accordance with any guidelines established by the Committee, by the Company retaining the number of the Shares that would otherwise be delivered to you upon vesting that have an aggregate Fair Market Value (at the time retained by the Company) equal to the amount of withholding taxes (using your minimum required tax withholding rate or such other rate that the Company determines will not trigger a negative accounting impact to the Company) required to be paid, or (iii) by the Company or any Affiliate withholding such taxes from any other compensation owed to you by the Company or any Affiliate. Unless you make arrangements prior to vesting to pay withholdings taxes in cash or by check, or to have such withholding taxes withheld from other compensation owed to you by the Company or any Affiliate, then at the time of vesting, the Company shall have the right to retain the number of the Shares that would otherwise be delivered to you upon vesting that have an aggregate Fair Market Value (at the time retained by the Company) equal to the amount of withholding taxes (using your minimum required tax withholding rate or such other rate that the Company determines will not trigger a negative accounting impact to the Company) required to be paid.

9.Limitation of Rights. Neither the Plan, the granting of the Award, the Award Notice nor this Award Agreement gives you any right to remain in the employment of the Company or any Affiliate.

10.Non-competition, Non-solicitation, Confidentiality, and Detrimental Conduct. In consideration for the Award, you agree that during your employment and for a period of twelve (12) months following termination of employment for any reason, you will not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, board member, director, or in any other individual or representative capacity, engage or attempt to engage in any activity that is competitive to the business of the Company and would involve, or is likely to involve, the use or disclosure of Paychex's Trade Secrets (as defined below) within the geographic and substantive area or areas of responsibility assigned to the you during the last twenty-four (24) months of employment. In addition, you agree that for a period of eighteen (18) months following the termination of employment for any reason, you will not directly or indirectly, solicit Company clients, prospects or referral resources, including but not limited to accountants, banks, and consultants, with which you had substantial personal involvement during your employment; nor will you recruit or hire, or attempt to recruit or hire, any other employee of Company or its affiliates, or induce or attempt to induce any employee of Company to terminate employment with Company. You also agree and acknowledge that during the course of your employment with the Company, you will obtain, have access and be privy to nonpublic, confidential, and proprietary information important to the Company's business solely as a result of your employment with the Company, including but not limited to, sales and marketing strategies, price lists, client lists, client confidential information, referral sources, and goodwill ("Trade Secrets"). You hereby recognize and agree that Paychex's Trade Secrets are confidential, proprietary and highly valued protectable interests. You agree that during and after employment, you shall not divulge or make use of any Trade Secrets, directly or indirectly, personally or on behalf of any other person, business, corporation, or entity without prior written consent of the Company. This Agreement does not, however, limit your ability to communicate with any federal governmental agency or otherwise participate in any investigation or proceeding that may be conducted by any federal governmental agency, including providing documents or other information, without notice to the Company. You further agree that you will not, during your employment, engage in conduct which is detrimental to the Company, including violation of the Company's Code of Business Ethics and Conduct, criminal conduct, fraud, or willful misconduct. These covenants are not intended to, and do not, limit in any way the rights and remedies provided to the Company under the Plan, other agreements with you, or under common or statutory law. If on the Date of Grant, you primarily work from a US state in which any of the terms of the non-competition or non-solicitation restrictions set forth in this Section 10 are deemed to be illegal or invalid, then such terms are hereby deemed void to the extent required by such applicable state law and shall not be considered part of this Award Agreement so long as you primarily work in any such state, but the remaining terms set forth in this Section 10 which are not deemed illegal or invalid shall continue to apply.

11.Repayment of Financial Gain.

(a)If you fail to comply with Section 10 of this Award Agreement, the Company may cancel any unvested portion of this Award and recover from you the total number or vesting date value of Shares whose vesting date occurred pursuant to this Award during the 24-month

period preceding your breach of any covenant in Section 10 of this Award Agreement. The total number or value of the vested Shares shall include the amount of any dividends paid to you during the 24-month period specified above and shall not be reduced for the payment of applicable taxes or other amounts.

(b) If you fail to comply with Section 10 of this Award Agreement, upon demand by the Company, you will repay the Company in accordance with the terms of Section 11(a), and the Company shall be entitled to offset the amount of any such repayment obligation against any amount owed to you by the Company. The remedies set forth in this Section are in addition to any other remedies the Company may have, at law or equity, for your violation of the terms of this Award Agreement.

12. Rights of Company and Affiliates. This Award Agreement does not affect the right of the Company or any Affiliate to take any corporate action whatsoever, including without limitation its right to recapitalize, reorganize or make other changes in its capital structure or business, merge or consolidate, issue bonds, notes, Shares or other securities, including preferred stock, or options therefor, dissolve or liquidate, or sell or transfer any part of its assets or business.

13. Plan Controls. In the event of any conflict among the provisions of the Plan and this Award Agreement, the provisions of the Plan will be controlling and determinative.

14. Amendment. Except as otherwise provided by the Plan, the Company may only alter, amend or terminate the Award with your consent.

15. Governing Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as superseded by applicable federal law, without giving effect to its conflicts of law provisions. All parties consent to exclusive personal jurisdiction in New York courts and agree that venue shall be New York State Supreme Court, Monroe County.

16. Section 409A. The Award is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated and other official guidance issued thereunder (collectively, "Section 409A"), and the Plan and this Award Agreement shall be interpreted and administered consistent with such intention. References to "termination of employment," "Retirement" and similar terms used in this Award Agreement mean, to the extent necessary to comply with Section 409A, the date that you incur a "separation from service" within the meaning of Section 409A. Notwithstanding anything in this Award Agreement to the contrary, if at the time of your separation from service, you are a "specified employee" for purposes of Section 409A, and payment under this Award Agreement as a result of such separation from service is required by Section 409A to be delayed by six months, then the Company shall make such payment on the day following the six-month anniversary of your separation from service to the extent required to comply with Section 409A. The Company's right to offset pursuant to Section 11(b) of this Award Agreement is limited to the extent that and until the application of an offset at a given time would not result in a violation of Section 409A.

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**PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN**

(as amended and restated effective October 15, 2020)

RESTRICTED STOCK UNIT AWARD NOTICE

Participant: []
Type of Award: Restricted Stock Units
Number of Restricted Stock Units: []
Date of Grant:

This Award Notice serves to notify you that the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) hereby grants to you, under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), an award (the “Award”) of Restricted Stock Units (the “Units”), on the terms and conditions set forth in the attached Restricted Stock Unit Award Agreement and the Plan, covering the number of shares of the Company’s \$.01 par value common stock (the “Common Stock”) equal to the Number of Restricted Stock Units set forth above.

PAYCHEX, INC.

PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN

(as amended and restated effective October 15, 2020)

RESTRICTED STOCK UNIT AWARD AGREEMENT

1. Grant of Restricted Stock Units. This Restricted Stock Unit Award Agreement (the “Award Agreement”) sets forth the terms and conditions of the award (the “Award”) of Restricted Stock Units (the “Units”) granted to you by the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), as described on your Award Notice. The Award is subject to all of the provisions of the Plan, which is hereby incorporated by reference and made a part of this Award Agreement. The capitalized terms used in this Award Agreement, and not otherwise defined herein, are defined in the Plan.

2. Restriction and Vesting.

(a) Subject to the terms set forth in this Award Agreement and the Plan, unless earlier vested under or otherwise subject to Section 2(b) of this Award Agreement, provided you are still an employee of the Company at that time, the Units will vest pro rata with respect to 20 percent of the Number of Restricted Stock Units on the 12-month anniversary of the Date of Grant, and 10 percent of the Number of Restricted Stock Units will vest on each of the 18-month, 24-month, 30-month, 36-month, 42-month, 48-month, 54-month and 60-month anniversary of the Date of Grant, with any fractional Unit resulting from such pro-rata carried forward to and vesting on the immediately following anniversary of the Date of Grant as set forth on your Award Notice (each, a “Vesting Date”).

(b) Except in the event of your death or Disability or your Retirement (as defined below) on or after the one-year anniversary of the Date of Grant, if your employment terminates before a Vesting Date for any reason, then the unvested portion of the Award shall be forfeited and cancelled immediately. If your employment terminates due to death or Disability, your Award shall immediately become 100% vested. If your employment terminates due to Retirement on or after the one-year anniversary of the Date of Grant, the unvested portion of the Award that would otherwise vest during the two-year period following your Retirement, if any, shall remain outstanding and continue to vest in accordance with the terms of this Award Agreement on its scheduled Vesting Date, and the remaining unvested portion of the Award shall be forfeited and cancelled as of your last day worked. Notwithstanding the terms of the Plan, for purposes of this Award Agreement the term “Retirement” means retirement from the Company at age 60 or later with ten or more years of employment (full-time or part-time) with the Company.

3. Nature of Units. The Units represent book-keeping entries only and constitute the Company’s unfunded and unsecured promise to issue Shares to you on a future date. As a holder of Units, you have no rights other than the rights of a general creditor of the Company.

4. Issuance of Shares. If your employment terminates due to death or Disability, the Company will issue a certificate or certificates representing the Shares underlying the Award that have vested as promptly as practicable following the date of your termination of employment due to death or Disability, but no later than 90 days following such date. Otherwise, the Company shall, when the conditions to vesting specified in Section 2 of this Award Agreement are satisfied, issue a certificate or certificates representing the Shares underlying the Award that have vested as promptly as practicable following each Vesting Date, but no later than 90 days following such Vesting Date.

5. Rights as a Stockholder. Prior to the issuance of Shares to you pursuant to Section 4, you will not have any of the rights of a stockholder with respect to the Shares to be issued on vesting of the Units, including, but not limited to, the right to receive such cash dividends, if any, as may be declared on such Shares from time to time and the right to vote (in person or by proxy) such Shares at any meeting of stockholders of the Company.

6. Restrictions on Transfer of Units. Units may not, except as otherwise provided in the Plan, be sold, assigned, transferred, pledged or encumbered in any way, whether by operation of law or otherwise, except by will or the laws of descent and distribution. The Shares may be issued during your lifetime only to you, or after your death to your designated beneficiary, or, in the absence of such beneficiary, to your duly qualified personal representative.

7. Restrictions on Issuance of Shares. If at any time the Company determines that listing, registration or qualification of the Shares covered by the Award upon any securities exchange or under any state or federal law, or the approval of any governmental agency, is necessary or advisable as a condition to the Award or the issuance of certificate(s) for Shares hereunder, such Award or issuance may not be made in whole or in part unless and until such listing, registration, qualification or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

8. Withholding. The vesting of the Award is conditioned upon your making arrangements satisfactory to the Company for the payment to the Company of the amount of all taxes required by any governmental authority to be withheld and paid over by the Company or any Affiliate to the governmental authority on account of such vesting. The payment of such withholding taxes to the Company may be made (i) by you in cash or by check, (ii) subject to the consent of the Company and in accordance with any guidelines established by the Committee, by the Company retaining the number of the Shares that would otherwise be delivered to you upon vesting that have an aggregate Fair Market Value (at the time retained by the Company) equal to the amount of withholding taxes (using your minimum required tax withholding rate or such other rate that the Company determines will not trigger a negative accounting impact to the Company) required to be paid, or (iii) by the Company or any Affiliate withholding such taxes from any other compensation owed to you by the Company or any Affiliate. Unless you make arrangements prior to vesting to pay withholdings taxes in cash or by check, or to have such withholding taxes withheld from other compensation owed to you by the Company or any Affiliate, then at the time of vesting, the Company shall have the right to retain the number of the Shares that would otherwise be delivered to you upon vesting that have an aggregate Fair Market Value (at the time retained by the Company) equal to the amount of withholding taxes (using your minimum required

tax withholding rate or such other rate that the Company determines will not trigger a negative accounting impact to the Company) required to be paid.

9.Limitation of Rights. Neither the Plan, the granting of the Award, the Award Notice nor this Award Agreement gives you any right to remain in the employment of the Company or any Affiliate.

10.Non-competition, Non-solicitation, Confidentiality, and Detrimental Conduct. In consideration for the Award, you agree that during your employment and for a period of twelve (12) months following termination of employment for any reason, you will not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, board member, director, or in any other individual or representative capacity, engage or attempt to engage in any activity that is competitive to the business of the Company and would involve, or is likely to involve, the use or disclosure of Paychex's Trade Secrets (as defined below) within the geographic and substantive area or areas of responsibility assigned to the you during the last twenty-four (24) months of employment. In addition, you agree that for a period of eighteen (18) months following the termination of employment for any reason, you will not directly or indirectly, solicit Company clients, prospects or referral resources, including but not limited to accountants, banks, and consultants, with which you had substantial personal involvement during your employment; nor will you recruit or hire, or attempt to recruit or hire, any other employee of Company or its affiliates, or induce or attempt to induce any employee of Company to terminate employment with Company. You also agree and acknowledge that during the course of your employment with the Company, you will obtain, have access and be privy to nonpublic, confidential, and proprietary information important to the Company's business solely as a result of your employment with the Company, including but not limited to, sales and marketing strategies, price lists, client lists, client confidential information, referral sources, and goodwill ("Trade Secrets"). You hereby recognize and agree that Paychex's Trade Secrets are confidential, proprietary and highly valued protectable interests. You agree that during and after employment, you shall not divulge or make use of any Trade Secrets, directly or indirectly, personally or on behalf of any other person, business, corporation, or entity without prior written consent of the Company. This Agreement does not, however, limit your ability to communicate with any federal governmental agency or otherwise participate in any investigation or proceeding that may be conducted by any federal governmental agency, including providing documents or other information, without notice to the Company. You further agree that you will not, during your employment, engage in conduct which is detrimental to the Company, including violation of the Company's Code of Business Ethics and Conduct, criminal conduct, fraud, or willful misconduct. These covenants are not intended to, and do not, limit in any way the rights and remedies provided to the Company under the Plan, other agreements with you, or under common or statutory law. If on the Date of Grant, you primarily work from a US state in which any of the terms of the non-competition or non-solicitation restrictions set forth in this Section 10 are deemed to be illegal or invalid, then such terms are hereby deemed void to the extent required by such applicable state law and shall not be considered part of this Award Agreement so long as you primarily work in any such state, but the remaining terms set forth in this Section 10 which are not deemed illegal or invalid shall continue to apply.

11.Repayment of Financial Gain.

(a)If you fail to comply with Section 10 of this Award Agreement, the Company may cancel any unvested portion of this Award and recover from you the total number or vesting date value of Shares whose vesting date occurred pursuant to this Award during the 24-month period preceding your breach of any covenant in Section 10 of this Award Agreement. The total number or value of the vested Shares shall include the amount of any dividends paid to you during the 24-month period specified above and shall not be reduced for the payment of applicable taxes or other amounts.

(b)If you fail to comply with Section 10 of this Award Agreement, upon demand by the Company, you will repay the Company in accordance with the terms of Section 11(a), and the Company shall be entitled to offset the amount of any such repayment obligation against any amount owed to you by the Company. The remedies set forth in this Section are in addition to any other remedies the Company may have, at law or equity, for your violation of the terms of this Award Agreement.

12.Rights of Company and Affiliates. This Award Agreement does not affect the right of the Company or any Affiliate to take any corporate action whatsoever, including without limitation its right to recapitalize, reorganize or make other changes in its capital structure or business, merge or consolidate, issue bonds, notes, Shares or other securities, including preferred stock, or options therefor, dissolve or liquidate, or sell or transfer any part of its assets or business.

13.Plan Controls. In the event of any conflict among the provisions of the Plan and this Award Agreement, the provisions of the Plan will be controlling and determinative.

14.Amendment. Except as otherwise provided by the Plan, the Company may only alter, amend or terminate the Award with your consent.

15.Governing Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as superseded by applicable federal law, without giving effect to its conflicts of law provisions. All parties consent to exclusive personal jurisdiction in New York courts and agree that venue shall be New York State Supreme Court, Monroe County.

16.Section 409A. The Award is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated and other official guidance issued thereunder (collectively, "Section 409A"), and the Plan and this Award Agreement shall be interpreted and administered consistent with such intention. References to "termination of employment," "Retirement" and similar terms used in this Award Agreement mean, to the extent necessary to comply with Section 409A, the date that you incur a "separation from service" within the meaning of Section 409A. Notwithstanding anything in this Award Agreement to the contrary, if at the time of your separation from service, you are a "specified employee" for purposes of Section 409A, and payment under this Award Agreement as a result of such separation from service is required by Section 409A to be delayed by six months, then the Company shall make such payment on the day following the six-month anniversary of your separation from service to the extent required to comply with Section 409A. The Company's

right to offset pursuant to Section 11(b) of this Award Agreement is limited to the extent that and until the application of an offset at a given time would not result in a violation of Section 409A.

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**PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN**

(as amended and restated effective October 15, 2020)

RESTRICTED STOCK UNIT AWARD NOTICE

Participant:	[]
Type of Award:	Restricted Stock Units
Number of Restricted Stock Units:	[]
Date of Grant:	July 15, 2022

This Award Notice serves to notify you that the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) hereby grants to you, under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), an award (the “Award”) of Restricted Stock Units (the “Units”), on the terms and conditions set forth in the attached Restricted Stock Unit Award Agreement and the Plan, covering the number of shares of the Company’s \$.01 par value common stock (the “Common Stock”) equal to the Number of Restricted Stock Units set forth above.

PAYCHEX, INC.

PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN

(as amended and restated effective October 15, 2020)

RESTRICTED STOCK UNIT AWARD AGREEMENT

1. Grant of Restricted Stock Units. This Restricted Stock Unit Award Agreement (the “Award Agreement”) sets forth the terms and conditions of the award (the “Award”) of Restricted Stock Units (the “Units”) granted to you by the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), as described on your Award Notice. The Award is subject to all of the provisions of the Plan, which is hereby incorporated by reference and made a part of this Award Agreement. The capitalized terms used in this Award Agreement, and not otherwise defined herein, are defined in the Plan.

2. Restriction and Vesting.

(a) Subject to the terms set forth in this Award Agreement and the Plan, unless earlier vested under or otherwise subject to Section 2(b) of this Award Agreement, provided you are still an employee of the Company at that time, the Number of Restricted Stock Units will vest on the third anniversary of the Date of Grant as set forth on your Award Notice (the “Vesting Date”).

(b) Except in the event of your death or Disability, if your employment terminates before the Vesting Date for any reason, then the Award shall be forfeited and cancelled immediately. If your employment terminates due to death or Disability, your Award shall immediately become 100% vested.

3. Nature of Units. The Units represent book-keeping entries only and constitute the Company’s unfunded and unsecured promise to issue Shares to you on a future date. As a holder of Units, you have no rights other than the rights of a general creditor of the Company.

4. Issuance of Shares. If your employment terminates due to death or Disability, the Company will issue a certificate or certificates representing the Shares underlying the Award that have vested as promptly as practicable following the date of your termination of employment due to death or Disability, but no later than 90 days following such date. Otherwise, the Company shall, when the conditions to vesting specified in Section 2 of this Award Agreement are satisfied, issue a certificate or certificates representing the Shares underlying the Award that have vested as promptly as practicable following the Vesting Date, but no later than 90 days following the Vesting Date.

5. Rights as a Stockholder. Prior to the issuance of Shares to you pursuant to Section 4, you will not have any of the rights of a stockholder with respect to the Shares to be issued on vesting of the Units, including, but not limited to, the right to receive such cash dividends, if any,

as may be declared on such Shares from time to time and the right to vote (in person or by proxy) such Shares at any meeting of stockholders of the Company.

6.Restrictions on Transfer of Units. Units may not, except as otherwise provided in the Plan, be sold, assigned, transferred, pledged or encumbered in any way, whether by operation of law or otherwise, except by will or the laws of descent and distribution. The Shares may be issued during your lifetime only to you, or after your death to your designated beneficiary, or, in the absence of such beneficiary, to your duly qualified personal representative.

7.Restrictions on Issuance of Shares. If at any time the Company determines that listing, registration or qualification of the Shares covered by the Award upon any securities exchange or under any state or federal law, or the approval of any governmental agency, is necessary or advisable as a condition to the Award or the issuance of certificate(s) for Shares hereunder, such Award or issuance may not be made in whole or in part unless and until such listing, registration, qualification or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

8.Withholding. The vesting of the Award is conditioned upon your making arrangements satisfactory to the Company for the payment to the Company of the amount of all taxes required by any governmental authority to be withheld and paid over by the Company or any Affiliate to the governmental authority on account of such vesting. The payment of such withholding taxes to the Company may be made (i) by you in cash or by check, (ii) subject to the consent of the Company and in accordance with any guidelines established by the Committee, by the Company retaining the number of the Shares that would otherwise be delivered to you upon vesting that have an aggregate Fair Market Value (at the time retained by the Company) equal to the amount of withholding taxes (using your minimum required tax withholding rate or such other rate that the Company determines will not trigger a negative accounting impact to the Company) required to be paid, or (iii) by the Company or any Affiliate withholding such taxes from any other compensation owed to you by the Company or any Affiliate. Unless you make arrangements prior to vesting to pay withholdings taxes in cash or by check, or to have such withholding taxes withheld from other compensation owed to you by the Company or any Affiliate, then at the time of vesting, the Company shall have the right to retain the number of the Shares that would otherwise be delivered to you upon vesting that have an aggregate Fair Market Value (at the time retained by the Company) equal to the amount of withholding taxes (using your minimum required tax withholding rate or such other rate that the Company determines will not trigger a negative accounting impact to the Company) required to be paid.

9.Limitation of Rights. Neither the Plan, the granting of the Award, the Award Notice nor this Award Agreement gives you any right to remain in the employment of the Company or any Affiliate.

10.Non-competition, Non-solicitation, Confidentiality, and Detrimental Conduct. In consideration for the Award, you agree that during your employment and for a period of twelve (12) months following termination of employment for any reason, you will not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, board member, director, or in any other individual or representative capacity, engage or attempt to engage in any activity that is competitive to the business of the Company and

would involve, or is likely to involve, the use or disclosure of Paychex's Trade Secrets (as defined below) within the geographic and substantive area or areas of responsibility assigned to the you during the last twenty-four (24) months of employment. In addition, you agree that for a period of eighteen (18) months following the termination of employment for any reason, you will not directly or indirectly, solicit Company clients, prospects or referral resources, including but not limited to accountants, banks, and consultants, with which you had substantial personal involvement during your employment; nor will you recruit or hire, or attempt to recruit or hire, any other employee of Company or its affiliates, or induce or attempt to induce any employee of Company to terminate employment with Company. You also agree and acknowledge that during the course of your employment with the Company, you will obtain, have access and be privy to nonpublic, confidential, and proprietary information important to the Company's business solely as a result of your employment with the Company, including but not limited to, sales and marketing strategies, price lists, client lists, client confidential information, referral sources, and goodwill ("Trade Secrets"). You hereby recognize and agree that Paychex's Trade Secrets are confidential, proprietary and highly valued protectable interests. You agree that during and after employment, you shall not divulge or make use of any Trade Secrets, directly or indirectly, personally or on behalf of any other person, business, corporation, or entity without prior written consent of the Company. This Agreement does not, however, limit your ability to communicate with any federal governmental agency or otherwise participate in any investigation or proceeding that may be conducted by any federal governmental agency, including providing documents or other information, without notice to the Company. You further agree that you will not, during your employment, engage in conduct which is detrimental to the Company, including violation of the Company's Code of Business Ethics and Conduct, criminal conduct, fraud, or willful misconduct. These covenants are not intended to, and do not, limit in any way the rights and remedies provided to the Company under the Plan, other agreements with you, or under common or statutory law. If on the Date of Grant, you primarily work from a US state in which any of the terms of the non-competition or non-solicitation restrictions set forth in this Section 10 are deemed to be illegal or invalid, then such terms are hereby deemed void to the extent required by such applicable state law and shall not be considered part of this Award Agreement so long as you primarily work in any such state, but the remaining terms set forth in this Section 10 which are not deemed illegal or invalid shall continue to apply.

11.Repayment of Financial Gain.

(a)If you fail to comply with Section 10 of this Award Agreement, the Company may cancel any unvested portion of this Award and recover from you the total number or vesting date value of Shares whose vesting date occurred pursuant to this Award during the 24-month period preceding your breach of any covenant in Section 10 of this Award Agreement. The total number or value of the vested Shares shall include the amount of any dividends paid to you during the 24-month period specified above and shall not be reduced for the payment of applicable taxes or other amounts.

(b)If you fail to comply with Section 10 of this Award Agreement, upon demand by the Company, you will repay the Company in accordance with the terms of Section 11(a), and the Company shall be entitled to offset the amount of any such repayment obligation against any amount owed to you by the Company. The remedies set forth in this Section are in addition to any

other remedies the Company may have, at law or equity, for your violation of the terms of this Award Agreement.

12.Rights of Company and Affiliates. This Award Agreement does not affect the right of the Company or any Affiliate to take any corporate action whatsoever, including without limitation its right to recapitalize, reorganize or make other changes in its capital structure or business, merge or consolidate, issue bonds, notes, Shares or other securities, including preferred stock, or options therefor, dissolve or liquidate, or sell or transfer any part of its assets or business.

13.Plan Controls. In the event of any conflict among the provisions of the Plan and this Award Agreement, the provisions of the Plan will be controlling and determinative.

14.Amendment. Except as otherwise provided by the Plan, the Company may only alter, amend or terminate the Award with your consent.

15.Governing Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as superseded by applicable federal law, without giving effect to its conflicts of law provisions. All parties consent to exclusive personal jurisdiction in New York courts and agree that venue shall be New York State Supreme Court, Monroe County.

16.Section 409A. The Award is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated and other official guidance issued thereunder (collectively, "Section 409A"), and the Plan and this Award Agreement shall be interpreted and administered consistent with such intention. References to "termination of employment," "Retirement" and similar terms used in this Award Agreement mean, to the extent necessary to comply with Section 409A, the date that you incur a "separation from service" within the meaning of Section 409A. Notwithstanding anything in this Award Agreement to the contrary, if at the time of your separation from service, you are a "specified employee" for purposes of Section 409A, and payment under this Award Agreement as a result of such separation from service is required by Section 409A to be delayed by six months, then the Company shall make such payment on the day following the six-month anniversary of your separation from service to the extent required to comply with Section 409A. The Company's right to offset pursuant to Section 11(b) of this Award Agreement is limited to the extent that and until the application of an offset at a given time would not result in a violation of Section 409A.

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PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN

(as amended and restated effective October 15, 2020)

PERFORMANCE RESTRICTED STOCK UNIT AWARD NOTICE

Participant:	[]
Type of Award:	Performance Restricted Stock Units
Target Number of Performance Restricted Stock Units:	[]
Date of Grant:	July 15, 2022
Performance Period:	June 1, 2022 through May 31, 2024
Vesting Date:	July 15, 2025
Retention Multiple:	[Fill-in 6x for CEO, 4x for President; 3x for SVPs; 2x for VPs]

This Award Notice serves to notify you that the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) hereby grants to you, under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), an award (the “Award”) of Performance Restricted Stock Units (the “Units”), on the terms and conditions set forth in the attached Performance Restricted Stock Unit Award Agreement and the Plan, covering the number of shares of the Company’s \$.01 par value common stock (the “Common Stock”) at the target level of performance equal to the Target Number of Performance Restricted Stock Units set forth above.

Stock Retention Requirement. For purposes of the Award, during the term of your employment by the Company, the Committee has established a target of ownership of Common Stock with a value of your annual base salary times the Retention Multiple set forth above. Stock that counts toward satisfaction of this target includes, but is not limited to, stock purchased by you on the open market, stock obtained through stock option exercise, restricted shares, restricted stock units, stock obtained through grants of restricted stock or restricted stock units, stock owned (indirectly) through a qualified retirement plan maintained by the Company, stock owned jointly with your spouse, and stock beneficially owned by a trust for the benefit of you, your spouse and/or your children. Notwithstanding the terms of the Performance Restricted Stock Unit Award Agreement, until you reach the established stock ownership target, you will be required to retain the shares of Common Stock that you receive when the shares represented by this Award vest, except that you may sell sufficient shares to satisfy your tax obligations as set forth in Section 11 of the Award Agreement. Once you have achieved the target ownership, the number of shares of Common Stock

associated with your target ownership amount will be determined based on the stock price at that time, and unless otherwise prohibited by agreement, policy, law or otherwise, you may thereafter sell, gift or otherwise transfer any vested shares of Common Stock received under the Award so long as after such sale, gift or other transfer you will continue to own the number of shares of Common Stock associated with your target ownership amount. The Company shall be authorized to add a legend regarding this restriction on transfer to any certificate representing the shares of Common Stock under the Award.

PAYCHEX, INC.

PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN

(as amended and restated effective October 15, 2020)

PERFORMANCE RESTRICTED STOCK UNIT AWARD AGREEMENT

1. Grant of Performance Restricted Stock Units. This Performance Restricted Stock Unit Award Agreement (the “Award Agreement”) sets forth the terms and conditions of the award (the “Award”) of Performance Restricted Stock Units (the “Units”) granted to you by the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), as described on your Award Notice. The Award is subject to all of the provisions of the Plan, which is hereby incorporated by reference and made a part of this Award Agreement. The capitalized terms used in this Award Agreement, and not otherwise defined herein, are defined in the Plan.

2. Components and Target Number of Performance Restricted Stock Units. The Award consists of two components: (a) the Service Revenue component; and (b) the Operating Income component, each of which shall represent 50 percent of the Target Number of Performance Restricted Stock Units.

3. Determination of Number of Units.

(a) *Potential Number of Units and Actual Number of Units.* As soon as practicable after the last day of the Performance Period, the Committee shall determine under Section 3(b) and 3(c) the number of Units that have become eligible to vest, if any, each as of the last day of the Performance Period. The sum of the Units under the Service Revenue metric and the Units under the Operating Income metric shall be the Potential Number of Units as so determined. The Committee may, in its sole discretion, then reduce, but not increase, the Potential Number of Units to determine the Actual Number of Units.

(b) *Service Revenue.* The Units eligible to vest under the Service Revenue metric shall be determined based upon the Company’s cumulative Service Revenue for the Performance Period, as determined by the Committee, and the Service Revenue Units matrix attached hereto as Exhibit A.

(c) *Operating Income.* The Units eligible to vest under the Operating Income metric shall be determined based upon the Company’s cumulative Operating Income for the Performance Period, as determined by the Committee, and the Operating Income Units matrix attached hereto as Exhibit A.

(d) *Calculation.* In determining the Potential Number of Units, “Service Revenue” and “Operating Income” for the Performance Period, mean the cumulative Company Service Revenue and Operating Income, respectively, each as determined by summing the values

reported in the Company's annual audited financial statements for such period, but in each case excluding the following (each, an "Exclusion Item"): asset write-downs or impairments; litigation or claim judgments or settlements; changes in tax law, accounting principles or other such laws or provisions affecting reported results; severance, contract termination and other costs related to entering or exiting certain business activities; and gains or losses from the acquisition or disposition of businesses or assets, from discontinued operations, or from the early extinguishment of debt, or other unusual items. Notwithstanding the Exclusion Items, "Service Revenue" shall include cumulative Company Service Revenue attributable to business acquisitions in an amount not to exceed 2% of the Service Revenue target goal set forth in the Service Revenue Units matrix attached hereto as Exhibit A. In addition to its general authority to reduce the Potential Number of Units when determining the Actual Number of Units, the Committee may, in its sole discretion, take into consideration the effect of the inclusion of one or more of the Exclusion Items, provided, however, that the Actual Number of Units may not exceed the Potential Number of Units as determined pursuant to this Section 3(a).

(e)*Committee's Determinations Final.* The Committee's determination of the Service Revenue, the Operating Income, the Potential Number of Units and the Actual Number of Units pursuant to this Award Agreement shall be final, binding and conclusive upon you and all persons claiming under or through you.

4. Vesting of Actual Number of Units.

(a)*Continued Employment Required.* Subject to the terms set forth in this Award Agreement and the Plan, the Actual Number of Units will vest based on your continuous full-time employment with the Company through the Vesting Date as set forth on your Award Notice. Whether and as of what date your full-time employment with the Company shall terminate if you are granted a leave of absence or commence any other break in employment intended by your employer to be temporary, shall be determined by the Committee in its sole discretion. Except as otherwise provided by Section 4(b) or 4(c), if your continuous full-time employment with the Company terminates before the Vesting Date for any reason, then the Award shall be forfeited and cancelled immediately.

(b)*Termination Due to Death or Disability.* If your employment terminates during the Performance Period due to death or Disability, then you or your estate shall be entitled to receive a pro-rata payment of the Target Number of Performance Restricted Stock Units based on the ratio of the number of days from the beginning of the Performance Period through the date of your death or Disability, and the total number of days in the Performance Period (the "Pro-Rata Number of Target Units"). And if your employment terminates after the Performance Period and before the Vesting Date due to death or Disability, your Actual Number of Units shall immediately become 100% vested. Any Units that have vested as a result of the termination of your employment due to death or Disability will be paid to you pursuant to Section 6(b). Notwithstanding the terms of the Plan, for purposes of this Award Agreement, the term "Disability" means a condition whereby you are unable to perform the essential functions of your position with reasonable accommodations by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted for a continuous period of not less than six months, all as verified by a physician acceptable to, or selected by, the Company.

(c)*Retirement.* If your employment terminates during the Performance Period due to Retirement, then you shall be entitled to receive a pro-rata payment of the Actual Number of Units based on the ratio of the number of days from the beginning of the Performance Period through the date of your Retirement, and the total number of days in the Performance Period (the “Pro-Rata Number of Actual Units”). If your employment terminates after the Performance Period due to Retirement, the Actual Number of Units will be paid to you. Any Units that have vested as a result of your Retirement will be paid to you pursuant to Section 6(c). Notwithstanding the terms of the Plan, for purposes of this Award, the term “Retirement” means retirement from the Company at age 60 or later with ten or more years of employment (full-time or part-time) with the Company.

5.Nature of Units. The Units represent book-keeping entries only and constitute the Company’s unfunded and unsecured promise to issue Shares to you on a future date. As a holder of Units, you have no rights other than the rights of a general creditor of the Company.

6.Issuance of Shares.

(a)*Ordinary Course.* Except as otherwise provided by Section 6(b) or (c), the Company shall issue a certificate or certificates representing a number of Shares equal to the Actual Number of Units that have vested as promptly as practicable following the Vesting Date, but no later than 90 days following such Vesting Date.

(b)*Death or Disability.* If your employment terminates due to death or Disability during the Performance Period, the Company will issue a certificate or certificates representing a number of Shares equal to the Pro-Rata Number of Target Units as promptly as practicable following the date of your termination of employment due to death or Disability, but no later than 90 days following such date. And if your employment terminates due to death or Disability after the Performance Period, the Company will issue a certificate or certificates representing a number of Shares equal to the Actual Number of Units that have vested as promptly as practicable following the date of your termination of employment due to death or Disability, but no later than 90 days following such date.

(c)*Retirement.* If your employment terminates due to Retirement, the Company will issue a certificate or certificates representing a number of Shares equal to the Pro-Rata Number of Actual Units that have vested as promptly as practicable following the Vesting Date, but no later than 90 days following such Vesting Date.

7.Rights as a Stockholder. Prior to the issuance of Shares to you pursuant to Section 6, you will not have any of the rights of a stockholder with respect to the Shares to be issued on vesting of the Units, including, but not limited to, the right to vote (in person or by proxy) such Shares at any meeting of stockholders of the Company.

8.Dividend Equivalents. Prior to the vesting or forfeiture of the Award, there shall be accrued on the Units an amount equivalent to the regular cash dividends paid, if any, on the Shares underlying the Units. In the event of the vesting and payment of any Units, the dividend equivalents accrued on such Units, less any withholding that the Company determines is required to be withheld therefrom, shall be paid at the time that such Units are paid to you. In the event of

the forfeiture or cancellation of any Units, the dividend equivalents accrued on the Units that are forfeited shall also be forfeited.

9.Restrictions on Transfer of Units. Units may not, except as otherwise provided in the Plan, be sold, assigned, transferred, pledged or encumbered in any way, whether by operation of law or otherwise, except by will or the laws of descent and distribution. The Shares may be issued during your lifetime only to you, or after your death to your designated beneficiary, or, in the absence of such beneficiary, to your duly qualified personal representative.

10.Restrictions on Issuance of Shares. If at any time the Company determines that listing, registration or qualification of the Shares covered by the Award upon any securities exchange or under any state or federal law, or the approval of any governmental agency, is necessary or advisable as a condition to the Award or the issuance of certificate(s) for Shares hereunder, such Award or issuance may not be made in whole or in part unless and until such listing, registration, qualification or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

11.Withholding. The vesting of the Award is conditioned upon your making arrangements satisfactory to the Company for the payment to the Company of the amount of all taxes required by any governmental authority to be withheld and paid over by the Company or any Affiliate to the governmental authority on account of such vesting. The payment of such withholding taxes to the Company may be made (i) by you in cash or by check, (ii) subject to the consent of the Company and in accordance with any guidelines established by the Committee, by the Company retaining the number of the Shares that would otherwise be delivered to you upon vesting that have an aggregate Fair Market Value (at the time retained by the Company) equal to the amount of withholding taxes (using your minimum required tax withholding rate or such other rate that the Company determines will not trigger a negative accounting impact to the Company) required to be paid, or (iii) by the Company or any Affiliate withholding such taxes from any other compensation owed to you by the Company or any Affiliate. Unless you make arrangements prior to vesting to pay withholdings taxes in cash or by check, or to have such withholding taxes withheld from other compensation owed to you by the Company or any Affiliate, then at the time of vesting, the Company shall have the right to retain the number of the Shares that would otherwise be delivered to you upon vesting that have an aggregate Fair Market Value (at the time retained by the Company) equal to the amount of withholding taxes (using your minimum required tax withholding rate or such other rate that the Company determines will not trigger a negative accounting impact to the Company) required to be paid.

12.Limitation of Rights. Neither the Plan, the granting of the Award, the Award Notice nor this Award Agreement gives you any right to remain in the employment of the Company or any Affiliate.

13.Non-competition, Non-solicitation, Confidentiality, and Detrimental Conduct. In consideration for the Award, you agree that during your employment and for a period of twelve (12) months following termination of employment for any reason, you will not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, board member, director, or in any other individual or representative capacity, engage or attempt to engage in any activity that is competitive to the business of the Company and

would involve, or is likely to involve, the use or disclosure of Paychex's Trade Secrets (as defined below) within the geographic and substantive area or areas of responsibility assigned to the you during the last twenty-four (24) months of employment. In addition, you agree that for a period of eighteen (18) months following the termination of employment for any reason, you will not directly or indirectly, solicit Company clients, prospects or referral resources, including but not limited to accountants, banks, and consultants, with which you had substantial personal involvement during your employment; nor will you recruit or hire, or attempt to recruit or hire, any other employee of Company or its affiliates, or induce or attempt to induce any employee of Company to terminate employment with Company. You also agree and acknowledge that during the course of your employment with the Company, you will obtain, have access and be privy to nonpublic, confidential, and proprietary information important to the Company's business solely as a result of your employment with the Company, including but not limited to, sales and marketing strategies, price lists, client lists, client confidential information, referral sources, and goodwill ("Trade Secrets"). You hereby recognize and agree that Paychex's Trade Secrets are confidential, proprietary and highly valued protectable interests. You agree that during and after employment, you shall not divulge or make use of any Trade Secrets, directly or indirectly, personally or on behalf of any other person, business, corporation, or entity without prior written consent of the Company. This Agreement does not, however, limit your ability to communicate with any federal governmental agency or otherwise participate in any investigation or proceeding that may be conducted by any federal governmental agency, including providing documents or other information, without notice to the Company. You further agree that you will not, during your employment, engage in conduct which is detrimental to the Company, including violation of the Company's Code of Business Ethics and Conduct, criminal conduct, fraud, or willful misconduct. These covenants are not intended to, and do not, limit in any way the rights and remedies provided to the Company under the Plan, other agreements with you, or under common or statutory law. If on the Date of Grant, you primarily work from a US state in which any of the terms of the non-competition or non-solicitation restrictions set forth in this Section 13 are deemed to be illegal or invalid, then such terms are hereby deemed void to the extent required by such applicable state law and shall not be considered part of this Award Agreement so long as you primarily work in any such state, but the remaining terms set forth in this Section 13 which are not deemed illegal or invalid shall continue to apply.

14.Repayment of Financial Gain.

(a)If you fail to comply with Section 13 of this Award Agreement, the Company may cancel any unvested portion of this Award and recover from you the total number or vesting date value of Shares whose vesting date occurred pursuant to this Award during the 24-month period preceding your breach of any covenant in Section 13 of this Award Agreement. The total number or value of the vested Shares shall include the amount of any dividends paid to you during the 24-month period specified above and shall not be reduced for the payment of applicable taxes or other amounts.

(b)If you fail to comply with Section 13 of this Award Agreement, upon demand by the Company, you will repay the Company in accordance with the terms of Section 14(a), and the Company shall be entitled to offset the amount of any such repayment obligation against any amount owed to you by the Company. The remedies set forth in this Section are in addition to any

other remedies the Company may have, at law or equity, for your violation of the terms of this Award Agreement.

15.Rights of Company and Affiliates. This Award Agreement does not affect the right of the Company or any Affiliate to take any corporate action whatsoever, including without limitation its right to recapitalize, reorganize or make other changes in its capital structure or business, merge or consolidate, issue bonds, notes, Shares or other securities, including preferred stock, or options therefor, dissolve or liquidate, or sell or transfer any part of its assets or business.

16.Plan Controls. In the event of any conflict among the provisions of the Plan and this Award Agreement, the provisions of the Plan will be controlling and determinative.

17.Amendment. Except as otherwise provided by the Plan, the Company may only alter, amend or terminate the Award with your consent.

18.Governing Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as superseded by applicable federal law, without giving effect to its conflicts of law provisions. All parties consent to exclusive personal jurisdiction in New York courts and agree that venue shall be New York State Supreme Court, Monroe County.

19.Section 409A. The Award is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated and other official guidance issued thereunder (collectively, "Section 409A"), and the Plan and this Award Agreement shall be interpreted and administered consistent with such intention. References to "termination of employment," "Retirement" and similar terms used in this Award Agreement mean, to the extent necessary to comply with Section 409A, the date that you incur a "separation from service" within the meaning of Section 409A. Notwithstanding anything in this Award Agreement to the contrary, if at the time of your separation from service, you are a "specified employee" for purposes of Section 409A, and payment under this Award Agreement as a result of such separation from service is required by Section 409A to be delayed by six months, then the Company shall make such payment on the day following the six-month anniversary of your separation from service to the extent required to comply with Section 409A. The Company's right to offset pursuant to Section 14(b) of this Award Agreement is limited to the extent that and until the application of an offset at a given time would not result in a violation of Section 409A.

20.Dodd-Frank Clawback. Notwithstanding any provision of this Award Agreement to the contrary, this Award is subject to clawback under any policy adopted by the Company implementing Section 10D of the Securities Exchange Act of 1934, as amended, and any regulations promulgated, or national securities exchange listing conditions adopted, with respect thereto, as described in the Plan.

* * *

EXHIBIT A

Service Revenue Units Matrix

	Threshold	Target	Maximum
Service Revenue	\$	\$	\$
Number of Units as a % of the Target Number of Performance Restricted Stock Units under the Service Revenue Component*	60%	100%	150%

* If Service Revenue is less than Threshold, the Number of Units as a % of the Target Number of Performance Restricted Stock Units under the Service Revenue Component will be 0%, and if Service Revenue is greater than Maximum, the Number of Units as a % of the Target Number of Performance Restricted Stock Units under the Service Revenue Component will be the Maximum %. If Service Revenue is greater than Threshold and less than Target, or greater than Target and less than Maximum, the Number of Units as a % of the Target Number of Performance Restricted Stock Units under the Service Revenue Component will be determined based on linear interpolation.

Operating Income Units Matrix

	Threshold	Target	Maximum
Operating Income	\$	\$	\$
Number of Units as a % of the Target Number of Performance Restricted Stock Units under the Operating Income Component*	60%	100%	150%

* If Operating Income is less than Threshold, the Number of Units as a % of the Target Number of Performance Restricted Stock Units under the Operating Income Component will be 0%, and if Operating Income is greater than Maximum, the Number of Units as a % of the Target Number of Performance Restricted Stock Units under the Operating Income Component will be the Maximum %. If Operating Income is greater than Threshold and less than Target, or greater than Target and less than Maximum, the Number of Units as a % of the Target Number of Performance Restricted Stock Units under the Operating Income Component will be determined based on linear interpolation.

**PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN**

(as amended and restated effective October 15, 2020)

NON-QUALIFIED STOCK OPTION AWARD NOTICE

Participant:	[]
Type of Award:	Non-Qualified Stock Options
Number of Shares:	[]
Exercise Price:	[\$]
Date of Grant:	July 15, 2022
Expiration Date:	July 14, 2032

This Award Notice serves to notify you that the Board of Directors of Paychex, Inc. (the "Company") hereby grants to you, under the Company's 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the "Plan"), a non-qualified stock option award (the "Award" or the "Option"), on the terms and conditions set forth in the attached Non-Qualified Stock Option Award Agreement and the Plan, of the number of options to purchase shares of the Company's \$.01 par value common stock (the "Common Stock") set forth above.

PAYCHEX, INC.

PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN

(as amended and restated effective October 15, 2020)

NON-QUALIFIED STOCK OPTION AWARD AGREEMENT

1. Grant of Option. This Non-Qualified Stock Option Award Agreement (this “Award Agreement”) sets forth the terms and conditions of the Non-Qualified Stock Option Award (the “Award” or the “Option”) granted to you by the Board of Directors of Paychex, Inc. (the “Company”) under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), as described on your Award Notice. The Award is subject to all of the provisions of the Plan, which is hereby incorporated by reference and made a part of this Award Agreement. You may obtain a copy of the Plan from the Office of the Corporate Secretary. The capitalized terms used in this Award Agreement, and not otherwise defined herein, are defined in the Plan.

2. Term. Unless the Option is previously terminated pursuant to the terms of this Award Agreement or the Plan, the Option will expire at the close of business on the “Expiration Date” set forth in the Award Notice.

3. Vesting. Subject to the terms set forth in this Award Agreement and the Plan, the Option will vest and become exercisable on the first anniversary of the Date of Grant. Vesting is contingent on your continued Board service through the vesting date.

4. Exercise.

(a) *Method of Exercise*. To the extent exercisable under Section 3 of this Award Agreement, the Option may be exercised in whole or in part, provided that the Option may not be exercised for less than one share of Common Stock in any single transaction. The Option may be exercised using a method specified by the Company.

(b) *Payment of Exercise Price*. The exercise of the Option is conditioned upon your payment to the Company of the Exercise Price for the number of shares of Common Stock that you elect to purchase. The Exercise Price may be paid in cash or by check or by way of a broker-assisted stock option exercise program, if such a program is made available by the Company at the time of the exercise of the Option.

(c) *Withholding*. The exercise of the Option is conditioned upon your making arrangements satisfactory to the Company for the payment to the Company of the amount of all taxes required by any governmental authority to be withheld and paid over by the Company or any Affiliate to the governmental authority on account of the exercise. The payment of such withholding taxes to the Company may be made (i) by you in cash or by check, or (ii) by the Company or any Affiliate withholding such taxes from any other compensation owed to you by

the Company or any Affiliate. Withholding of shares of Common Stock for payment of tax withholdings is not permitted for any reason.

(d) *Issuance of Shares.* Upon determining that compliance with this Award Agreement has occurred, including compliance with such reasonable requirements as the Company may impose pursuant to the Plan, the Company shall issue to you a certificate for the shares of Common Stock purchased on the earliest practicable date (as determined by the Company) thereafter.

5. Effect of Death and Disability. In the event of your death or Disability prior to the complete exercise of the Option, any unvested portion of the Option will vest in full immediately and the remaining portion of the Option may be exercised in whole or in part, subject to all of the conditions on exercise imposed by the Plan and this Award Agreement, within three years after the date of your death or Disability, but only (i) by you, or in the event of your death, by your estate or the person or persons to whom the Option passes under your will or the laws of descent and distribution, and (ii) prior to the close of business on the Expiration Date of the Option.

6. Effect of Retirement. Upon your Retirement prior to the complete exercise of the Option, the unvested portion of the Option will be canceled as of your last day of service, and the remaining portion of the Option may be exercised in whole or in part, subject to all of the conditions on exercise imposed by the Plan and this Award Agreement, within three years after the date of such termination, but only (i) to the extent that the Option was vested and exercisable on the date such termination, and (ii) prior to the close of business on the Expiration Date of the Option. The term "Retirement" means retirement from the Company at age 55 or later with ten or more years of service with the Company.

7. Effect of Other Termination. Upon your termination of Board service for a reason other than death, Disability or Retirement prior to the complete exercise of the Option, the unvested portion of the Option will be canceled as of your last day of Board service, and the remaining portion of the Option may be exercised in whole or in part, subject to all of the conditions on exercise imposed by the Plan and this Award Agreement, within one year after the date of such termination, but only (i) to the extent that the Option was vested and exercisable on the date of such termination, and (ii) prior to the close of business on the Expiration Date of the Option. Notwithstanding the foregoing, if your service is terminated by reason of conduct that is determined by the Committee to have been knowingly fraudulent, deliberately dishonest, disloyal or willful misconduct, or if you engage in such conduct after termination of your board service, you will forfeit all rights under the Option, both unvested and vested.

8. Transfer of Option. Except as otherwise determined by the Committee, the Option may not be transferred, assigned or pledged (except by will or the laws of descent and distribution, or pursuant to a domestic relations order) and the Option is only exercisable by you during your lifetime.

9. Limitation of Rights. You will not have any rights as a stockholder with respect to the shares of Common Stock covered by the Option until you become the holder of record of such shares by exercising the Option. Neither the Plan, the granting of the Option nor this Award Agreement gives you any right to remain in the service of the Company or any Affiliate.

10. Rights of Company and Affiliates. This Award Agreement does not affect the right of the Company or any Affiliate to take any corporate action whatsoever, including without limitation its right to recapitalize, reorganize or make other changes in its capital structure or business, merge or consolidate, issue bonds, notes, shares of Common Stock or other securities, including preferred stock, or options therefor, dissolve or liquidate, or sell or transfer any part of its assets or business.

11. Restrictions on Issuance of Shares. If at any time the Company determines that the listing, registration or qualification of the shares covered by the Option upon any securities exchange or under any state or federal law, or the approval of any governmental agency, is necessary or advisable as a condition to the exercise of the Option, the Option may not be exercised in whole or in part unless and until such listing, registration, qualification or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

12. Plan Controls. The Option is subject to all of the provisions of the Plan, which is hereby incorporated by reference, and is further subject to all the interpretations, amendments, rules and regulations that may from time to time be promulgated and adopted by the Committee pursuant to the Plan. In the event of any conflict among the provisions of the Plan and this Award Agreement, the provisions of the Plan will be controlling and determinative.

13. Amendment. Except as otherwise provided by the Plan, the Company may only alter, amend or terminate the Option with your consent.

14. Governing Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as superseded by applicable federal law, without giving effect to its conflicts of law provisions.

15. Section 409A. The Option is intended to qualify for an exemption from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated and other official guidance issued thereunder, and the Plan and this Award Agreement shall be administered and interpreted consistent with such intention.

* * *

PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN

(as amended and restated effective October 15, 2020)

NON-QUALIFIED STOCK OPTION AWARD NOTICE

Participant:	[]
Type of Award:	Non-Qualified Stock Options
Number of Shares:	[]
Exercise Price:	[\$]
Date of Grant:	July 15, 2022
Expiration Date:	July 14, 2032

This Award Notice serves to notify you that the Governance and Compensation Committee (the “Committee”) of the Board of Directors of Paychex, Inc. (the “Company”) hereby grants to you, under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), a non-qualified stock option award (the “Award” or the “Option”), on the terms and conditions set forth in the attached Non-Qualified Stock Option Award Agreement and the Plan, of the number of options to purchase shares of the Company’s \$.01 par value common stock (the “Common Stock”) set forth above.

PAYCHEX, INC.

PAYCHEX, INC.
2002 STOCK INCENTIVE PLAN

(as amended and restated effective October 15, 2020)

NON-QUALIFIED STOCK OPTION AWARD AGREEMENT

1. Grant of Option. This Non-Qualified Stock Option Award Agreement (this “Award Agreement”) sets forth the terms and conditions of the Non-Qualified Stock Option Award (the “Award” or the “Option”) granted to you by the Board of Directors of Paychex, Inc. (the “Company”) under the Company’s 2002 Stock Incentive Plan, as amended and restated effective October 15, 2020 (the “Plan”), as described on your Award Notice. The Award is subject to all of the provisions of the Plan, which is hereby incorporated by reference and made a part of this Award Agreement. The capitalized terms used in this Award Agreement, and not otherwise defined herein, are defined in the Plan.

2. Term. Unless the Option is previously terminated pursuant to the terms of this Award Agreement or the Plan, the Option will expire at the close of business on the “Expiration Date” set forth in the Award Notice.

3. Vesting. Subject to the terms set forth in this Award Agreement and the Plan, the Option will vest and become exercisable pro rata with respect to one-third of the shares subject to such Option on the first, second, and third anniversaries of the Date of Grant, with any fractional share resulting from such pro-rata vesting on the third anniversary. Vesting is contingent on your continued employment with the Company or one of its affiliates through the vesting dates.

4. Exercise.

(a) *Method of Exercise.* To the extent exercisable under Section 3 of this Award Agreement, the Option may be exercised in whole or in part, provided that the Option may not be exercised for less than one share of Common Stock in any single transaction. The Option may be exercised using a method specified by the Company.

(b) *Payment of Exercise Price.* The exercise of the Option is conditioned upon your payment to the Company of the Exercise Price for the number of shares of Common Stock that you elect to purchase. The Exercise Price may be paid in cash or by check or by way of a broker-assisted stock option exercise program, if such a program is made available by the Company at the time of the exercise of the Option.

(c) *Withholding.* The exercise of the Option is conditioned upon your making arrangements satisfactory to the Company for the payment to the Company of the amount of all taxes required by any governmental authority to be withheld and paid over by the Company or any Affiliate to the governmental authority on account of the exercise. The payment of such withholding taxes to the Company may be made (i) by you in cash or by check, or (ii) by the Company or any Affiliate withholding such taxes from any other compensation owed to you by

the Company or any Affiliate. Withholding of shares of Common Stock for payment of tax withholdings is not permitted for any reason.

(d) *Issuance of Shares.* Upon determining that compliance with this Award Agreement has occurred, including compliance with such reasonable requirements as the Company may impose pursuant to the Plan, the Company shall issue to you a certificate for the shares of Common Stock purchased on the earliest practicable date (as determined by the Company) thereafter.

5. Effect of Death and Disability. In the event of your death or Disability prior to the complete exercise of the Option, any unvested portion of the Option will vest in full immediately and the remaining portion of the Option may be exercised in whole or in part, subject to all of the conditions on exercise imposed by the Plan and this Award Agreement, within three years after the date of your death or Disability, but only (i) by you, or in the event of your death, by your estate or the person or persons to whom the Option passes under your will or the laws of descent and distribution, and (ii) prior to the close of business on the Expiration Date of the Option.

6. Effect of Retirement On or After One-Year Anniversary. Upon your Retirement (as defined below) on or after the one-year anniversary of the Date of Grant and prior to the complete exercise of the Option:

(a) the unvested portion of the Option that would otherwise vest during the two-year period following your Retirement shall remain outstanding and continue to vest in accordance with the terms of this Award Agreement on its scheduled vesting date;

(b) except as otherwise provided by Section 6(a) of this Award Agreement, the unvested portion of the Option will be canceled as of your last day worked; and

(c) the remaining portion of the Option may be exercised in whole or in part, subject to all of the conditions on exercise imposed by the Plan and this Award Agreement, within five years after the date of such termination, but only (i) to the extent that the Option was vested and exercisable on the date of such termination or becomes vested and exercisable after the date of such termination in accordance with Sections 3 and 6(a) of this Award Agreement, and (ii) prior to the close of business on the Expiration Date of the Option. Notwithstanding the terms of the Plan, for purposes of this Award Agreement, the term "Retirement" means retirement from the Company at age 60 or later with ten or more years of employment (full-time or part-time) with the Company.

7. Effect of Other Termination. Upon your termination for a reason other than death, Disability or Retirement on or after the one-year anniversary of the Date of Grant and prior to the complete exercise of the Option, the unvested portion of the Option will be canceled as of your last day worked, and the remaining portion of the Option may be exercised in whole or in part, subject to all of the conditions on exercise imposed by the Plan and this Award Agreement, within one year after the date of such termination, but only (i) to the extent that the Option was vested and exercisable on the date of such termination, and (ii) prior to the close of business on the Expiration Date of the Option. Notwithstanding the foregoing, if your employment is terminated by reason of conduct that is determined by the Company to have been detrimental to the Company,

including violation of the Company's Code of Business Ethics, or conduct which is criminal, fraudulent, deliberately dishonest, disloyal or willful misconduct, you will forfeit all rights under the Option (both unvested and vested) as of your last day worked.

8. Non-competition, Non-solicitation, Confidentiality, and Detrimental Conduct. In consideration for the Award, you agree that during your employment and for a period of twelve (12) months following termination of employment for any reason, you will not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, board member, director, or in any other individual or representative capacity, engage or attempt to engage in any activity that is competitive to the business of the Company and would involve, or is likely to involve, the use or disclosure of Paychex's Trade Secrets (as defined below) within the geographic and substantive area or areas of responsibility assigned to the you during the last 24 months of employment. In addition, you agree that for a period of eighteen (18) months following the termination of employment for any reason, you will not directly or indirectly, solicit Company clients, prospects or referral resources, including but not limited to accountants, banks, and consultants, with which you had substantial personal involvement during your employment; nor will you recruit or hire, or attempt to recruit or hire, any other employee of Company or its affiliates, or induce or attempt to induce any employee of Company to terminate employment with Company. You also agree and acknowledge that during the course of your employment with the Company, you will obtain, have access and be privy to nonpublic, confidential, and proprietary information important to the Company's business solely as a result of your employment with the Company, including but not limited to, sales and marketing strategies, price lists, client lists, client confidential information, referral sources, and goodwill ("Trade Secrets"). You hereby recognize and agree that Paychex's Trade Secrets are confidential, proprietary and highly valued protectable interests. You agree that during and after employment, you shall not divulge or make use of any Trade Secrets, directly or indirectly, personally or on behalf of any other person, business, corporation, or entity without prior written consent of the Company. This Agreement does not, however, limit your ability to communicate with any federal governmental agency or otherwise participate in any investigation or proceeding that may be conducted by any federal governmental agency, including providing documents or other information, without notice to the Company. You further agree that you will not, during your employment, engage in conduct which is detrimental to the Company, including violation of the Company's Code of Business Ethics and Conduct, criminal conduct, fraud, or willful misconduct. These covenants are not intended to, and do not, limit in any way the rights and remedies provided to the Company under the Plan, other agreements with you, or under common or statutory law. If on the Date of Grant, you primarily work from a US state in which any of the terms of the non-competition or non-solicitation restrictions set forth in this Section 10 are deemed to be illegal or invalid, then such terms are hereby deemed void to the extent required by such applicable state law and shall not be considered part of this Award Agreement so long as you primarily work in any such state, but the remaining terms set forth in this Section 10 which are not deemed illegal or invalid shall continue to apply.

9. Repayment of Financial Gain.

(a) If you fail to comply with Section 8 of this Award Agreement, the Company may cancel any unexercised portion of this Option and recover from you the gross amount, before deduction of applicable taxes or other amounts, of any gain realized on the exercise of stock

options pursuant to this Option during the 24-month period preceding your breach of any covenant in Section 8 of this Award Agreement.

(b) If you fail to comply with Section 8 of this Award Agreement, upon demand by the Company, you will repay the Company in accordance with the terms of Section 9(a), and the Company shall be entitled to offset the amount of any such repayment obligation against any amount owed to you by the Company. The remedies set forth in this Section are in addition to any other remedies the Company may have, at law or equity, for your violation of the terms of this Award Agreement.

10. Transfer of Option. Except as otherwise determined by the Committee, the Option may not be transferred, assigned or pledged (except by will or the laws of descent and distribution, or pursuant to a domestic relations order).

11. Limitation of Rights. You will not have any rights as a stockholder with respect to the shares of Common Stock covered by the Option until you become the holder of record of such shares by exercising the Option. Neither the Plan, the granting of the Option nor this Award Agreement gives you any right to remain in the employment of the Company or any Affiliate.

12. Rights of Company and Affiliates. This Award Agreement does not affect the right of the Company or any Affiliate to take any corporate action whatsoever, including without limitation its right to recapitalize, reorganize or make other changes in its capital structure or business, merge or consolidate, issue bonds, notes, shares of Common Stock or other securities, including preferred stock, or options therefor, dissolve or liquidate, or sell or transfer any part of its assets or business.

13. Restrictions on Issuance of Shares. If at any time the Company determines that the listing, registration or qualification of the shares covered by the Option upon any securities exchange or under any state or federal law, or the approval of any governmental agency, is necessary or advisable as a condition to the exercise of the Option, the Option may not be exercised in whole or in part unless and until such listing, registration, qualification or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

14. Plan Controls. The Option is subject to all of the provisions of the Plan, which is hereby incorporated by reference, and is further subject to all the interpretations, amendments, rules and regulations that may from time to time be promulgated and adopted by the Committee pursuant to the Plan. In the event of any conflict among the provisions of the Plan and this Award Agreement, the provisions of the Plan will be controlling and determinative.

15. Amendment. Except as otherwise provided by the Plan, the Company may only alter, amend or terminate the Option with your consent.

16. Governing Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as superseded by applicable federal law, without giving effect to its conflicts of law provisions. All parties consent to exclusive personal jurisdiction in New York courts and agree that venue shall be New York State Supreme Court, Monroe County.

17. Section 409A. The Option is intended to qualify for an exemption from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated and other official guidance issued thereunder, and the Plan and this Award Agreement shall be administered and interpreted consistent with such intention.

* * *

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

I, MARTIN MUCCI, certify that:

1.I have reviewed this Quarterly Report on Form 10-Q of Paychex, 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(s) 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(s) 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: September 29, 2022

/s/ Martin Mucci

Chairman of the Board of Directors and Chief Executive Officer

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

I, EFRAIN RIVERA, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Paychex, 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(s) 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(s) 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: September 29, 2022

/s/ Efrain Rivera
Senior Vice President and Chief Financial Officer

**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 Paychex, Inc. (the "Company") on Form 10-Q for the period ended August 31, 2022, as filed with the Securities and Exchange Commission ("SEC") on the date hereof (the "Report"), I, MARTIN MUCCI, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

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

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the SEC upon request.

Date: September 29, 2022

/s/ Martin Mucci
Martin Mucci
Chairman of the Board of Directors and Chief Executive Officer

**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 Paychex, Inc. (the "Company") on Form 10-Q for the period ended August 31, 2022, as filed with the Securities and Exchange Commission ("SEC") on the date hereof (the "Report"), I, EFRAIN RIVERA, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

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

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the SEC upon request.

Date: September 29, 2022

/s/ Efrain Rivera
Efrain Rivera
Senior Vice President and Chief Financial Officer
