

FORM 10-Q

SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D.C. 20549

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

FOR THE QUARTERLY PERIOD ENDED FEBRUARY 28, 2003

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)

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

911 PANORAMA TRAIL SOUTH, ROCHESTER, NEW YORK
(Address of principal executive offices)

14625-0397
(Zip Code)

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

(Former name, former address and former fiscal year, if changed since last report.)

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[X] No[].

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act). Yes [X] No[].

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock, \$.01 Par Value

376,427,750 Shares

CLASS

OUTSTANDING AT FEBRUARY 28, 2003

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

PAYCHEX, INC.

CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)
(In thousands, except per share amounts)

	For the three months ended		For the nine months ended	
	February 28, 2003	February 28, 2002	February 28, 2003	February 28, 2002
Revenues:				
Service revenues	\$ 274,303	\$ 227,964	\$ 769,376	\$ 661,649
Interest on funds held for clients	13,486	14,836	39,895	48,953
Total revenues	287,789	242,800	809,271	710,602
Operating costs	68,794	56,739	188,356	165,226
Selling, general, and administrative expenses	117,576	98,844	317,825	273,314
Operating income	101,419	87,217	303,090	272,062
Investment income, net	3,760	8,427	23,546	24,145
Income before income taxes	105,179	95,644	326,636	296,207
Income taxes	33,658	28,671	104,524	90,343
Net income	\$ 71,521	\$ 66,973	\$ 222,112	\$ 205,864
Basic earnings per share	\$.19	\$.18	\$.59	\$.55
Diluted earnings per share	\$.19	\$.18	\$.59	\$.54
Weighted-average common shares outstanding	376,356	374,922	376,161	374,460
Weighted-average shares assuming dilution	378,081	378,096	377,982	377,809
Cash dividends per common share	\$.11	\$.11	\$.33	\$.31

See Notes to Consolidated Financial Statements.

PAYCHEX, INC.

CONSOLIDATED BALANCE SHEETS
(In thousands)

	February 28, 2003 (Unaudited)	May 31, 2002 (Audited)
ASSETS		
Cash and cash equivalents	\$ 169,603	\$ 61,897
Corporate investments	382,673	663,316
Interest receivable	18,891	25,310
Accounts receivable, net	98,839	109,858
Prepaid expenses and other current assets	12,347	10,106
Current assets before funds held for clients	682,353	870,487
Funds held for clients	2,522,082	1,944,087
Total current assets	3,204,435	2,814,574
Other assets	7,154	7,895
Property and equipment, net	153,815	121,566
Intangible assets, net	66,453	9,040
Goodwill	243,317	—
Total assets	\$3,675,174	\$2,953,075
LIABILITIES		
Accounts payable	\$ 21,627	\$ 14,104
Accrued compensation and related items	57,149	46,819
Deferred revenue	4,885	4,137
Accrued income taxes	16,460	3,140
Deferred income taxes	5,516	9,503
Other current liabilities	20,573	14,810
Current liabilities before client fund deposits	126,210	92,513
Client fund deposits	2,492,505	1,930,893
Total current liabilities	2,618,715	2,023,406
Other long-term liabilities	13,148	5,688
Total liabilities	2,631,863	2,029,094
STOCKHOLDERS' EQUITY		
Common stock, \$.01 par value, 600,000 authorized shares		
Issued: 376,428 at February 28, 2003 and 375,859 at May 31, 2002	3,764	3,759
Additional paid-in capital	193,811	185,006
Retained earnings	816,283	718,192
Accumulated other comprehensive income	29,453	17,024
Total stockholders' equity	1,043,311	923,981
Total liabilities and stockholders' equity	\$3,675,174	\$2,953,075

See Notes to Consolidated Financial Statements.

PAYCHEX, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(In thousands)

	For the nine months ended	
	February 28, 2003	February 28, 2002
OPERATING ACTIVITIES		
Net income	\$ 222,112	\$ 205,864
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization on fixed and intangible assets	29,968	21,867
Amortization of premiums and discounts on available-for-sale securities	15,098	12,563
Provision for deferred income taxes	(2,095)	(1,406)
Tax benefit related to exercise of stock options	3,635	15,450
Provision for bad debts	1,428	974
Net realized gains on sales of available-for-sale securities	(12,583)	(12,818)
Changes in operating assets and liabilities:		
Interest receivable	8,353	7,879
Accounts receivable	12,566	13,242
Prepaid expenses and other current assets	(1,333)	(2,898)
Accounts payable and other current liabilities	28,632	16,668
Net change in other assets and liabilities	4,419	(37)
Net cash provided by operating activities	310,200	277,348
INVESTING ACTIVITIES		
Purchases of available-for-sale securities	(607,785)	(854,121)
Proceeds from sales of available-for-sale securities	732,229	722,844
Proceeds from maturities of available-for-sale securities	78,265	41,594
Net change in funds held for clients' money market securities and other cash equivalents	(302,291)	(161,733)
Net change in client fund deposits	380,943	224,175
Purchases of property and equipment	(48,530)	(32,708)
Proceeds from sales of property and equipment	5	10
Acquisition of Advantage Payroll Services, Inc., net of cash acquired	(312,693)	—
Purchases of other assets	(3,791)	(1,268)
Net cash used in investing activities	(83,648)	(61,207)
FINANCING ACTIVITIES		
Dividends paid	(124,021)	(116,141)
Proceeds from exercise of stock options	5,175	13,811
Net cash used in financing activities	(118,846)	(102,330)
Increase in cash and cash equivalents	107,706	113,811
Cash and cash equivalents, beginning of period	61,897	45,784
Cash and cash equivalents, end of period	\$ 169,603	\$ 159,595

See Notes to Consolidated Financial Statements.

PAYCHEX, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
February 28, 2003

Note A: Significant Accounting Policies

The accompanying unaudited Consolidated Financial Statements of Paychex, Inc., and its wholly owned subsidiaries have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, the Consolidated Financial Statements do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, the information furnished herein reflects all adjustments (consisting of items of a normal recurring nature), which are necessary for a fair presentation of the results for the interim period. Operating results for the nine months ended February 28, 2003 are not necessarily indicative of the results that may be expected for the full year ended May 31, 2003.

The accompanying Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and related Notes presented in the Company's Annual Report on Form 10-K for the year ended May 31, 2002. Certain prior year amounts have been reclassified to conform to the current year presentation.

The Company reports one segment based upon the provisions of Statement of Financial Accounting Standard ("SFAS") No. 131, "Disclosures about Segments of an Enterprise and Related Information." The Company is a national provider of payroll, human resource, and employee benefits outsourcing solutions for small- to medium-sized businesses in the United States.

Service revenues are recognized in the period services are rendered and earned under service arrangements with clients where service fees are fixed or determinable and collectibility is reasonably assured. Certain processing services are provided under annual service arrangements with revenue recognized ratably over the annual service period. Professional Employer Organization (PEO) revenues are included in service revenues and are reported net of direct costs billed and incurred for PEO worksite employees, which include wages, taxes, benefit premiums, and claims of PEO worksite employees. Direct costs billed and incurred were \$398.0 million and \$282.8 million for the three months ended February 28, 2003 and 2002, respectively, and \$1,068.5 million and \$764.8 million for the nine months ended February 28, 2003 and 2002, respectively. Paychex provides delivery service for many of its clients' payroll checks and reports. The revenue earned from delivery service is included in service revenues and the costs for the delivery are included in operating costs on the Consolidated Statements of Income.

Interest on funds held for clients is earned primarily on funds that are collected before due dates from clients for payroll tax filing and employee payment services and invested (funds held for clients) until remittance to the applicable tax agency or client employee. These collections from clients are typically remitted between one and thirty days after receipt, with some items extending to ninety days. The interest earned on these funds is included in total revenues on the Consolidated Statements of Income because the collection, holding, and remittance of these funds are critical components of providing these services. Interest on

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funds held for clients also includes net realized gains and losses from the sale of available-for-sale securities.

There is no significant seasonality to the Company's business. However, during the Company's third fiscal quarter, the number of new payroll clients, Retirement Services clients, and new PAS and PEO worksite employees tends to be higher than in the rest of the fiscal year primarily because a majority of new clients start using services in the beginning of the calendar year. In addition, calendar year-end transaction processing and client funds activity are traditionally higher during the third fiscal quarter due to clients paying year-end bonuses and requesting additional year-end services. As a result of these factors, historically the Company's total revenue has been slightly higher in the third and fourth fiscal quarters and the Company has reported greater sales commission expenses in the third quarter, which ends in February.

Statement of Financial Accounting Standard No. 123, "Accounting for Stock-Based Compensation," (SFAS No. 123) establishes accounting and reporting standards for stock-based employee compensation plans. As permitted by the SFAS, the Company accounts for such arrangements under Accounting Principles Board ("APB") Opinion No. 25, "Accounting for Stock Issued to Employees," and related interpretations. Accordingly, no compensation expense is recognized for stock option grants because the exercise price of the stock options equals the market price of the underlying stock on the date of grant.

In December 2002, the Financial Accounting Standards Board ("FASB") issued SFAS No. 148, "Accounting for Stock-Based Compensation – Transition and Disclosure." SFAS No. 148 amends SFAS No. 123, "Accounting for Stock-Based Compensation," to provide alternative methods of transition for a voluntary change to the fair value method of accounting for stock-based employee compensation. In addition, this Statement amends the disclosure requirements of SFAS No. 123 to require prominent disclosures about the method of accounting for stock-based employee compensation and the effect of the method used on reported financial results. SFAS No. 148 amends APB Opinion No. 28, "Interim Financial Reporting," to require these disclosures in interim financial information. The Company continues to account for their stock-based employee compensation under APB Opinion 25, but has adopted the new disclosure requirements of the SFAS 148 in the third quarter of fiscal 2003. Additional information related to the Company's stock option plans is detailed in Note G of the Notes to the Consolidated Financial Statements.

Newly Issued Accounting Standards:

In August 2001, the FASB issued SFAS No. 143, "Accounting for Asset Retirement Obligations," which requires companies to record a liability at fair value for asset retirement obligations in the period in which they are incurred. The associated asset retirement costs are capitalized as part of the carrying amount of the long-lived asset. This Statement is effective for the Company for the fiscal year beginning June 1, 2003. The Company is currently evaluating the provisions of this Statement, but does not believe adoption of this Statement will result in a material impact to its results of operations or financial position.

In October 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," which provides a single accounting model for long-lived assets to be disposed of. The Company adopted this Statement in the first quarter of fiscal 2003 with no material impact to its results of operations or financial position.

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In April 2002, the FASB issued SFAS No. 145, "Rescission of FASB Statements No. 4, 44 and 64, Amendment of FASB Statement No. 13, and Technical Corrections." SFAS No. 145 clarifies guidance related to the reporting of gains and losses from extinguishment of debt and resolves inconsistencies related to the required accounting treatment of certain lease modifications. This Statement is effective for fiscal years beginning after May 15, 2002. The Company adopted this Statement in the first quarter of fiscal 2003 with no material impact to its results of operations or financial position.

In June 2002, the FASB issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." SFAS No. 146 nullifies Emerging Issues Task Force ("EITF") No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity," under which a liability is recognized solely based on an entity's commitment to a plan. SFAS No. 146 requires a liability for these costs to be recognized and measured at its fair value in the period in which the liability is incurred. This statement is effective for exit or disposal activities initiated after December 31, 2002.

Note B: Business Combination

On September 20, 2002, Paychex, Inc. acquired Advantage Payroll Services, Inc. ("Advantage"), a comprehensive payroll processor that serves small- to mid-sized businesses throughout the United States utilizing a national network of 41 offices, including 15 independently owned associate offices. The acquisition of Advantage provides Paychex with more than 49,000 clients and the opportunity to offer those clients the broad array of Paychex Human Resource and Retirement Services products. In addition, the combination of the two companies allows Paychex to expand geographic coverage into areas that were previously not served by the Company and become more efficient in offering services to our clients. Results of operations for Advantage since the acquisition date are included in the Consolidated Statements of Income.

The purchase price for the acquisition was \$240.2 million in cash. In addition, Paychex paid \$74.2 million in cash for the redemption of preferred stock and the repayment of outstanding debt of Advantage. The cost to acquire Advantage has been allocated to the assets acquired and liabilities assumed according to estimated fair values and is subject to adjustment when asset and liability valuations are finalized. The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition.

(In thousands)	Estimated fair value at September 20, 2002
Current assets	\$ 7,779
Funds held for clients	180,905
Deferred tax asset, net	7,786
Property and equipment	8,086
Intangible assets	59,450
Goodwill	243,317
Accounts payable and accrued expenses	(12,276)
Client fund deposits	(180,669)
Total purchase price	<u>\$ 314,378</u>

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The \$180.9 million of funds held for clients represents investments in marketable securities, primarily money markets and other cash equivalents as well as mutual funds and debt securities, which are classified as available-for-sale securities. These investments were recorded at fair value obtained from an independent pricing service as of the acquisition date. The client fund deposit liability of \$180.7 million represents the cash collected from clients for payroll and tax payment obligations, which had not yet been remitted to the related client employees or tax agencies.

The Company recorded \$2.4 million of severance and \$3.6 million of redundant lease liabilities in the preliminary allocation of the purchase price under EITF 95-3, "Recognition of Liabilities in Connection with a Purchase Combination." Approximately \$1.0 million and \$1.1 million, respectively, was paid in the third quarter and nine-month periods of fiscal 2003 for severance and redundant lease costs.

The amount assigned to intangible assets primarily represents client lists and license agreements with associate offices and was based on an independent appraisal. The intangible assets will be amortized over periods ranging from 7 to 12 years using either accelerated or straight-line methods, based on the provisions of SFAS No. 142, "Goodwill and Other Intangible Assets." Amortization expense related to these intangible assets was \$2.1 million and \$3.7 million, respectively, for the third quarter and nine-month periods of fiscal 2003.

Advantage provides all centralized back-office payroll processing and tax filing services under license agreements for independently owned associate offices. This includes the billing and collection of processing fees and the collection and remittance of payroll and payroll tax funds pursuant to Advantage's contract with associate customers. Commissions earned by associates are based on the volume of payrolls processed. Revenue generated from customers as a result of these relationships and commissions paid to associates are included in the statement of income as payroll service revenue and selling, general, and administrative expense, respectively.

The amount of goodwill allocated to the purchase price was \$243.3 million, which is not deductible for tax purposes. SFAS No. 142 requires that goodwill not be amortized, but instead tested for impairment on an annual basis and between annual tests if an event occurs or circumstances change in a way to indicate a potential decline in the fair value of the reporting unit. Impairment is determined by comparing the fair value of the reporting unit to its carrying amount, including goodwill. As the Company operates in one segment and as a single reporting unit, it will be evaluated as a single reporting unit for goodwill impairment testing.

The table below contains unaudited pro forma financial information summarizing the results of operations for the periods indicated as if the Advantage acquisition had occurred at the beginning of each of the three and nine-month periods presented. The pro forma information contains the actual combined operating results of Paychex and Advantage, with the results prior to the acquisition date adjusted to include the pro forma impact of: the amortization of acquired intangible assets, the elimination of Advantage's interest expense and preferred stock dividends, and lower interest income as a result of the sale of available-for-sale securities to fund the Advantage acquisition. The Company realized \$7.0 million of gains related to the sale of corporate investments to fund the acquisition. The \$7.0 million realized gain is included in each pro forma period presented as if it occurred at the beginning of that period. These pro forma amounts do not purport to be indicative of the results that would have actually been obtained if the acquisition occurred as of the beginning of each of the periods presented or that may be obtained in the future.

(Proforma, unaudited, in thousands, except per share amounts)	For the three months ended		For the nine months ended	
	February 28, 2003	February 28, 2002	February 28, 2003	February 28, 2002
Total revenues	\$ 287,789	\$ 260,483	\$ 833,380	\$ 762,146
Net income	\$ 76,282	\$ 68,108	\$ 219,893	\$ 201,358
Diluted earnings per share	\$.20	\$.18	\$.58	\$.53

Note C: Basic and Diluted Earnings Per Share

Basic and diluted earnings per share were calculated as follows:

(In thousands, except per share amounts)	For the three months ended		For the nine months ended	
	February 28, 2003	February 28, 2002	February 28, 2003	February 28, 2002
Basic earnings per share:				
Net income	\$ 71,521	\$ 66,973	\$ 222,112	\$ 205,864
Weighted-average common shares outstanding	376,356	374,922	376,161	374,460
Basic earnings per share	\$.19	\$.18	\$.59	\$.55
Diluted earnings per share:				
Net income	\$ 71,521	\$ 66,973	\$ 222,112	\$ 205,864
Weighted-average common shares outstanding	376,356	374,922	376,161	374,460
Net effect of dilutive stock options at average market prices	1,725	3,174	1,821	3,349
Weighted-average shares assuming dilution	378,081	378,096	377,982	377,809
Diluted earnings per share	\$.19	\$.18	\$.59	\$.54
Weighted-average anti-dilutive stock options	3,940	1,365	3,734	1,500

Weighted-average anti-dilutive stock options to purchase shares of common stock were excluded from the computation of diluted earnings per share. These options had an exercise price that was greater than the average market price of the common shares for the period; therefore, the effect would have been anti-dilutive.

For the three and nine months ended February 28, 2003, stock options were exercised for 131,000 and 568,000 shares of the Company's common stock, respectively, compared with 362,000 and 1,455,000 for the prior year periods.

Note D: Funds Held for Clients and Corporate Investments

(In thousands)	February 28, 2003 (Unaudited)		May 31, 2002 (Audited)	
	Cost	Fair value	Cost	Fair value
Money market securities and other cash equivalents	\$1,500,855	\$1,500,855	\$1,101,721	\$1,101,721
Available-for-sale securities:				
General obligation municipal bonds	719,685	745,589	772,388	786,435
Pre-refunded municipal bonds	214,795	222,147	249,332	254,166
Revenue municipal bonds	410,221	423,139	446,168	453,854
Other debt securities	10,167	10,067	8,139	8,180
Other equity securities	20	47	20	64
Total available-for-sale securities	1,354,888	1,400,989	1,476,047	1,502,699
Other	3,643	2,911	3,357	2,983
Total funds held for clients and corporate investments	\$2,859,386	\$2,904,755	\$2,581,125	\$2,607,403
Classification of investments on the Consolidated Balance Sheets:				
Funds held for clients	\$2,492,505	\$2,522,082	\$1,930,893	\$1,944,087
Corporate investments	366,881	382,673	650,232	663,316
Total funds held for clients and corporate investments	\$2,859,386	\$2,904,755	\$2,581,125	\$2,607,403

The Company is exposed to credit risk from the possible inability of the borrowers to meet the terms of their bonds. In addition, the Company is exposed to interest rate risk as rate volatility will cause fluctuations in the market value of held investments and the earnings potential of future investments. The Company attempts to limit these risks by investing primarily in AAA and AA rated securities and A-1 rated short-term securities, limiting amounts that can be invested in any single instrument, and by investing in short- to intermediate-term instruments whose market value is less sensitive to interest rate changes.

At February 28, 2003, all short-term securities and available-for-sale bond securities held an A-1 or equivalent rating, with 99% of the available-for-sale bond securities holding an AA rating or better. The Company does not utilize derivative financial instruments to manage interest rate risk.

Note E: Property and Equipment, Net

(In thousands)	February 28, 2003 (Unaudited)	May 31, 2002 (Audited)
Land and improvements	\$ 4,205	\$ 3,155
Buildings and improvements	63,820	37,909
Data processing equipment and software	152,173	115,512
Furniture, fixtures, and equipment	88,551	81,959
Leasehold improvements	17,004	15,995
Construction in progress	—	18,941
	<u>325,753</u>	<u>273,471</u>
Less: accumulated depreciation and amortization	171,938	151,905
Property and equipment, net	\$ 153,815	\$ 121,566

Construction in progress at May 31, 2002 primarily represented purchases of data processing equipment and software and related building improvements for the Company's data center, which was placed in service during the second quarter of fiscal 2003. Depreciation expense was \$8,769,000 and \$24,314,000 for the three and nine-month periods in fiscal 2003 compared with \$6,770,000 and \$20,012,000 in the respective fiscal 2002 periods.

Note F: Intangible Assets, Net

(In thousands)	February 28, 2003 (Unaudited)	May 31, 2002 (Audited)
Client lists	\$ 66,398	\$ 18,681
Associate license agreements	12,250	—
Other intangible assets	3,100	—
	<u>81,748</u>	<u>18,681</u>
Less: accumulated amortization	15,295	9,641
Intangible assets, net	\$ 66,453	\$ 9,040

Amortization expense on intangible assets was \$2,817,000 and \$5,654,000 for the three- and nine-month periods in fiscal 2003 compared with \$607,000 and \$1,855,000 in the respective fiscal 2002 periods.

The estimated amortization expense for the full year fiscal 2003 and the following four fiscal years, including the amortization from intangible assets purchased in the Advantage acquisition, as of February 28, 2003 is as follows:

(In thousands) Fiscal year ended May 31,	Estimated amortization expense
2003	\$ 8,575
2004	\$ 10,939
2005	\$ 9,948
2006	\$ 8,692
2007	\$ 7,570

Note G: Stock Option Plans

On July 11, 2002, the Board of Directors of the Company adopted the Paychex, Inc. 2002 Stock Incentive Plan ("2002 Plan"), which became effective upon stockholder approval at the Company's Annual Meeting of Stockholders on October 17, 2002. The 2002 Plan authorizes the granting of options to purchase up to 9,108,000 shares of the Company's common stock, of which 1,608,000 shares were authorized by the stockholders for the Paychex, Inc. 1998 Stock Incentive Plan ("1998 Plan"), but were not optioned under the 1998 Plan, and 7,500,000 shares were newly authorized for options.

The following table summarizes stock option activity for the nine months ended February 28, 2003:

(In thousands, except per share amounts)	Shares subject to options	Weighted-average exercise price
Outstanding at May 31, 2002	8,700	\$ 22.16
Granted	1,306	\$ 28.04
Exercised	(568)	\$ 9.11
Forfeited	(321)	\$ 33.42
Outstanding at February 28, 2003	9,117	\$ 23.43
Exercisable at May 31, 2002	4,515	\$ 12.75
Exercisable at February 28, 2003	5,161	\$ 16.45

Options outstanding at February 28, 2003 had a weighted-average remaining contractual life of 6.3 years and exercise prices ranging from \$1.78 to \$51.38 per share.

In applying APB Opinion No. 25, no expense was recognized for stock options granted. SFAS No. 123 requires that a fair market value of all awards of stock-based compensation be determined using standard techniques and that pro forma net income and earnings per share be disclosed as if the resulting stock-based compensation amounts were recorded in the Consolidated Statements of Income.

In the third quarter ended February 28, 2003 there were no stock option grants. The weighted-average fair value of stock options granted was \$8.78 for the nine months ended February 28, 2003 and \$12.12 and \$11.72, respectively, for the quarter and nine months ended February 28, 2002. The fair value of these stock option grants was estimated at the date of grant using a Black-Scholes option pricing model with the following weighted-average assumptions:

	For the three months ended		For the nine months ended	
	February 28, 2003	February 28, 2002	February 28, 2003	February 28, 2002
Risk-free interest rate	—	4.1%	3.6%	4.2%
Dividend yield	—	1.2%	1.6%	1.2%
Volatility factor	—	.34	.35	.35
Expected option term life in years	—	5.0	4.9	4.7

The table below depicts the effects of amortizing the estimated fair value of stock options over their respective vesting periods:

(In thousands, except per share amounts)	For the three months ended		For the nine months ended	
	February 28, 2003	February 28, 2002	February 28, 2003	February 28, 2002
Net income, as reported	\$ 71,521	\$ 66,973	\$ 222,112	\$ 205,864
Deduct: Total stock-based employee compensation expense determined under fair value based method for all awards, net of related tax effects	2,257	3,339	7,925	9,390
Pro forma net income	\$ 69,264	\$ 63,634	\$ 214,187	\$ 196,474
Earnings per share:				
Basic-as reported	\$.19	\$.18	\$.59	\$.55
Basic-pro forma	\$.18	\$.17	\$.57	\$.52
Diluted-as reported	\$.19	\$.18	\$.59	\$.54
Diluted-pro forma	\$.18	\$.17	\$.57	\$.52

Note H: Comprehensive Income

Comprehensive income is comprised of two components: net income and other comprehensive income. Comprehensive income includes all changes in equity during a period except those resulting from transactions with owners of the Company. The unrealized gains and losses, net of applicable taxes, related to available-for-sale securities is the only component reported in accumulated other comprehensive income in the Consolidated Balance Sheets for the Company. Comprehensive income, net of related tax effects, is as follows:

(In thousands)	For the three months ended		For the nine months ended	
	February 28, 2003	February 28, 2002	February 28, 2003	February 28, 2002
Net income	\$ 71,521	\$ 66,973	\$ 222,112	\$ 205,864
Unrealized gains/(losses) on securities, net of reclassification adjustments	10,348	4,394	12,429	7,472
Total comprehensive income	\$ 81,869	\$ 71,367	\$ 234,541	\$ 213,336

Note I: Contingencies

In the normal course of business and operations, the Company is subject to various claims and litigation including various employee and licensing matters. Management believes the resolution of these matters will not have a material adverse effect on the financial position or results of operations of the Company.

Note J: Related Party Transactions

During the nine-month periods ended February 28, 2003 and February 28, 2002, the Company purchased approximately \$1.8 million and \$11.2 million, respectively, of data processing equipment and software from EMC Corporation. The President and Chief Executive Officer of EMC Corporation is a member of the Board of Directors of Paychex.

Note K: Subsequent Event

On March 17, 2003, Paychex, Inc. announced it entered into an agreement to acquire InterPay, Inc., a wholly owned subsidiary of FleetBoston Financial Corporation ("Fleet"). The purchase price is \$155 million in cash. InterPay is a national payroll and human resource administrative services provider that serves more than 33,000 small- to medium-sized businesses throughout the United States. In addition, Paychex has agreed to enter into a client referral relationship with Fleet, which allows Fleet to continue to offer payroll processing and related services to its small and medium-sized business clients on a co-branded basis with Paychex.

This acquisition is expected to close in early April 2003. Paychex expects InterPay to contribute approximately \$50 million in revenue during the first 12 months after the acquisition. Paychex anticipates the acquisition will be slightly dilutive in the fourth quarter ended May 31, 2003, as the expenses of assimilating the acquisition and amortization of intangible assets will not be fully offset by anticipated gains realized in the corporate investment portfolio that will be liquidated in order to fund the acquisition. Paychex expects future earnings will be accretive as a result of this acquisition.

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 for the three months and nine months ended February 28, 2003 (fiscal 2003) and 2002 (fiscal 2002), and the financial condition at February 28, 2003 for Paychex, Inc. and its subsidiaries (the "Company"). The focus of this review is on the underlying business reasons for significant changes and trends affecting revenues, net income, and financial condition. This review should be read in conjunction with the accompanying February 28, 2003 Consolidated Financial Statements and the related Notes to Consolidated Financial Statements contained in this Form 10-Q. Forward-looking statements in this review are qualified by the cautionary statement included in the "Other" section of this review under the sub-heading "Safe-Harbor Statement under the Private Securities Litigation Reform Act of 1995."

CRITICAL ACCOUNTING POLICIES

Note A to the Consolidated Financial Statements included in this Form 10-Q and Note A to the Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the year ended May 31, 2002 discuss the significant accounting policies of Paychex, Inc. The Company's discussion and analysis of its financial condition and results of operations are based upon its consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires the Company's management to make estimates, judgments, and assumptions that affect reported amounts of assets, liabilities, revenues, and expenses. On an ongoing basis, the Company evaluates its estimates, including those related to investments, allowance for doubtful accounts, fixed assets, goodwill and other intangible assets, income taxes, contingencies, and our clients' inability to meet their payroll obligations. The Company bases its estimates on historical experience and assumptions believed to be reasonable under the circumstances. Actual amounts and results could differ from these estimates. Certain accounting policies that are deemed critical to the Company's results of operations or financial position are discussed below.

Service revenues are recognized in the period services are rendered and earned under service arrangements with clients where service fees are fixed or determinable and collectibility is reasonably assured. Certain processing services are provided under annual service arrangements with revenue recognized ratably over the annual service period. Professional Employer Organization (PEO) revenues are included in service revenues and are reported net of direct costs billed and incurred, which include wages, taxes, benefit premiums, and claims of PEO worksite employees. Direct costs billed and incurred for PEO worksite employees were \$398.0 million and \$282.8 million for the three months ended February 28, 2003 and 2002, respectively, and \$1,068.5 million and \$764.8 million for the nine months ended February 28, 2003 and 2002, respectively. Paychex provides delivery service for the distribution of certain client payroll checks and reports. The revenue earned from delivery service is included in service revenues and the costs for delivery are included in operating costs on the Consolidated Statements of Income.

Interest on funds held for clients is earned primarily on funds that are collected before due dates from clients for payroll tax filing and employee payment services and invested (funds held for clients) until remittance to the applicable tax agency or client employee. These collections from clients are typically remitted between one and thirty days after receipt, with some items extending to ninety days. The interest earned on these funds is included in total

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revenues on the Consolidated Statements of Income because the collection, holding, and remittance of these funds are critical components of providing these services. Interest on funds held for clients also includes net realized gains and losses from the sale of available-for-sale securities.

As part of providing payroll, direct deposit, and tax filing and payments services, Paychex is authorized by the client to initiate money transfers from the client's account for the amount of tax obligations and employees' direct deposits. Electronic money funds transfers from client bank accounts are subject to potential risk of losses resulting from clients' insufficient funds to cover such transfers.

The Company's investments in debt securities are reported at fair value. Unrealized gains related to increases in the fair value of investments and unrealized losses related to decreases in the fair value are included in comprehensive income. However, changes in the fair value of investments impact the Company's net income only when such investments are sold. The Company is exposed to credit risk in connection with these investments through the possible inability of the borrowers to meet the terms of the bonds.

On September 20, 2002, Paychex acquired Advantage Payroll Services, Inc. As a result of this purchase, the Company has recorded \$243.3 million of goodwill on its Balance Sheet at February 28, 2003. SFAS No. 142, "Goodwill and Other Intangible Assets" requires that goodwill not be amortized, but instead tested for impairment on an annual basis and between annual tests if an event occurs or circumstances change in a way to indicate a potential decline in the fair value of the reporting unit. Impairment is determined by comparing the fair value of the reporting unit to its carrying amount, including goodwill. As the Company operates in one segment and as a single reporting unit, it will be evaluated as a single reporting unit for goodwill impairment testing.

The Company's intangible assets are primarily comprised of client list acquisitions and license agreements with independently owned associate offices. Intangible assets are amortized over periods ranging from 7 to 12 years using either accelerated or straight-line methods. The Company periodically reviews its intangible assets for potential impairment.

SUBSEQUENT EVENT

On March 17, 2003, Paychex, Inc. announced it entered into an agreement to acquire InterPay, Inc., a wholly owned subsidiary of FleetBoston Financial Corporation ("Fleet"). The purchase price is \$155 million in cash. InterPay is a national payroll and human resource administrative services provider that serves more than 33,000 small- to medium-sized businesses throughout the United States. In addition, Paychex has agreed to enter into a client referral relationship with Fleet, which allows Fleet to continue to offer payroll processing and related services to its small and medium-sized business clients on a co-branded basis with Paychex.

This acquisition is expected to close in early April 2003. Paychex expects InterPay to contribute approximately \$50 million in revenue during the first 12 months after the acquisition. Paychex anticipates the acquisition will be slightly dilutive in the fourth quarter ended May 31, 2003, as the expenses of assimilating the acquisition and amortization of intangible assets will not be fully offset by anticipated gains realized in the corporate investment portfolio that will be liquidated in order to fund the acquisition. Paychex expects future earnings will be accretive as a result of this acquisition.

RESULTS OF OPERATIONS

For the first nine months of fiscal 2003, the Company generated record total revenues, net income, and diluted earnings per share. The Company's growth continues to be adversely impacted by the effect of lower interest rates on its funds held for clients and corporate investments portfolios and difficult economic conditions.

On September 20, 2002 Paychex completed the acquisition of Advantage Payroll Services, Inc. ("Advantage"), a comprehensive payroll processor that serves small- to mid-sized businesses throughout the United States. The purchase price was \$240 million in cash. Paychex also paid \$74 million in cash for the redemption of preferred stock and the repayment of outstanding debt of Advantage. The acquisition provided Paychex with 49,000 new clients. The results of operations for the nine-month period ended February 28, 2003 include the results of Advantage since the date of acquisition.

(In thousands, except per share amounts) For the three months ended February 28,	2003	Change	2002	Change
Revenues:				
Payroll	\$235,255	20.2%	\$195,762	10.1%
Human Resource and Benefits	39,048	21.3%	32,202	26.2%
Service revenues	274,303	20.3%	227,964	12.1%
Interest on funds held for clients	13,486	-9.1%	14,836	-42.7%
Total revenues	287,789	18.5%	242,800	5.9%
Consolidated operating, selling, general and administrative expenses	186,370	19.8%	155,583	9.3%
Operating income	101,419	16.3%	87,217	0.4%
Investment income, net	3,760	-55.4%	8,427	16.5%
Income before income taxes	105,179	10.0%	95,644	1.6%
Income taxes	33,658	17.4%	28,671	3.3%
Net income	\$ 71,521	6.8%	\$ 66,973	0.9%
Diluted earnings per share	\$.19	5.6%	\$.18	—
Operating income as a % of total revenues	35.2%		35.9%	
Operating income (excluding interest on funds held for clients) as a % of service revenues	32.1%		31.8%	
Operating income (excluding interest on funds held for clients) as a % of service revenues (excluding Advantage)	33.8%		31.8%	
Income before income taxes as a % of total revenues	36.5%		39.4%	
Net income as a % of total revenues	24.9%		27.6%	

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(In thousands, except per share amounts) For the nine months ended February 28,	2003	Change	2002	Change
Revenues:				
Payroll	\$660,797	15.2%	\$573,683	12.6%
Human Resource and Benefits	108,579	23.4%	87,966	23.8%
Service revenues	769,376	16.3%	661,649	14.0%
Interest on funds held for clients	39,895	-18.5%	48,953	-19.3%
Total revenues	809,271	13.9%	710,602	10.8%
Consolidated operating, selling, general and administrative expenses	506,181	15.4%	438,540	11.8%
Operating income	303,090	11.4%	272,062	9.2%
Investment income, net	23,546	-2.5%	24,145	28.9%
Income before income taxes	326,636	10.3%	296,207	10.6%
Income taxes	104,524	15.7%	90,343	11.9%
Net income	\$222,112	7.9%	\$205,864	10.0%
Diluted earnings per share	\$.59	9.3%	\$.54	8.0%
Operating income as a % of total revenues	37.5%		38.3%	
Operating income (excluding interest on funds held for clients) as a % of service revenues	34.2%		33.7%	
Operating income (excluding interest on funds held for clients) as a % of service revenues (excluding Advantage)	35.5%		33.7%	
Income before income taxes as a % of total revenues	40.4%		41.7%	
Net income as a % of total revenues	27.5%		29.0%	

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Details regarding the Company's combined funds held for clients and corporate investment portfolios are as follows:

(\$ in millions)	For the three months ended		For the nine months ended	
	February 28, 2003	February 28, 2002	February 28, 2003	February 28, 2002
Average investment balances:				
Funds held for clients	\$2,374.9	\$1,949.6	\$2,067.1	\$1,798.6
Corporate investments	495.3	696.8	585.5	668.8
Total	\$2,870.2	\$2,646.4	\$2,652.6	\$2,467.4
Average interest rates earned (exclusive of net realized gains/(losses)):				
Funds held for clients	2.1%	2.6%	2.4%	3.1%
Corporate investments	3.2%	3.6%	3.3%	3.9%
Total combined funds held for clients and corporate investment portfolios	2.3%	2.8%	2.6%	3.3%
Net realized gains:				
Funds held for clients	\$.7	\$ 2.3	\$ 3.0	\$ 7.6
Corporate investments	—	2.4	9.6	5.2
Total	\$.7	\$ 4.7	\$ 12.6	\$ 12.8
			February 28, 2003	May 31, 2002
Unrealized gain on available-for-sale portfolio (in millions)			\$ 46.1	\$ 26.7
Federal Funds rate			1.25%	1.75%
Three-year "AAA" municipal securities yield			1.60%	2.75%
Total available-for-sale securities (in millions)			\$1,401.0	\$1,502.7
Average duration of available-for-sale securities portfolio in years			2.3	2.3
Weighted average yield-to-maturity of available-for-sale securities portfolio			3.4%	3.6%

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Total service revenues are comprised of revenues from the Payroll and Human Resource and Benefits product lines. Payroll service revenues are earned primarily from payroll processing, tax filing and payment service, employee payment service, and other ancillary services. Human Resource and Benefits service revenues are earned primarily from Retirement Services, Workers' Compensation Insurance Administration, Section 125 Plan Administration, and Paychex Administrative Services and Professional Employer Organization bundled services.

The increases in Payroll service revenue in fiscal 2003 compared with the prior year are attributable to the acquisition of Advantage, organic client base growth, increased utilization of ancillary services by both new and existing clients, and price increases. Payroll service revenue continues to be impacted by year-over-year decreases in checks per client. The Company has adjusted the calculation of checks per client to eliminate the impact of client payroll frequency. The Company believes this calculation provides a more accurate indicator of underlying economic demand for its services. The year-over-year changes in checks per client (excluding Advantage) are as follows:

	Year-over-year change in checks per client	
	Fiscal 2003	Fiscal 2002
First quarter	(1.7%)	(1.9%)
Second quarter	(.3%)	(3.8%)
Third quarter	(.1%)	(4.1%)
Fourth quarter	N/A	(2.6%)
Full year	N/A	(3.0%)

As of February 28, 2003, 87% of all clients utilized the Company's tax filing and payment services, compared with 84% at February 28, 2002. The Company believes the client utilization percentage of the tax filing and payment services is near maturity. The Company's employee payment services were utilized by 59% of its clients at February 28, 2003 compared with 56% at February 28, 2002. Approximately 90% of new clients purchase the Company's tax filing and payment services and 70% of new clients purchase employee payment services. Major Market Services revenue increased 42% for both the third quarter and nine-month periods to \$27.3 million and \$73.3 million, respectively. Approximately one-third of new Major Market Services clients are conversions from the Company's Core Payroll service.

The increases in Human Resource and Benefits service revenue in fiscal 2003 compared with the prior year are primarily related to increases in clients for Retirement Services and increases in Paychex Administrative Services (PAS) and Professional Employer Organization (PEO) client employees serviced.

The increase in Retirement Services clients reflects the continuing interest of small- to medium-sized businesses in offering retirement savings benefits to their employees. Retirement Services revenues increased 15% and 20% in the third quarter and nine-month periods to \$17.6 million and \$49.5 million, respectively. At February 28, 2003, the Company serviced over 26,000 Retirement Services clients.

The Paychex Administrative Services (PAS) product is a combined package of payroll, employer compliance, employee benefit administration, and risk management outsourcing services designed to make it easier for small businesses to manage their payroll and benefit

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costs. The Company's PEO product provides the same bundled services as the PAS product, but with Paychex acting as a co-employer of the client's employees. The PEO service is available primarily in the states of Florida and Georgia, where PEOs are more prevalent. Sales of the PAS and PEO products have been strong, with administrative fee revenue from these products increasing 41% and 42% in the third quarter and nine-month periods of fiscal 2003, respectively, compared with the respective prior year periods. As of February 28, 2003, the PAS and PEO products serviced over 95,000 client employees.

The decreases in interest on funds held for clients are primarily the result of lower average interest rates earned in fiscal 2003 and a decrease in net realized gains on the sale of available-for-sale securities offset somewhat by higher average portfolio balances. The higher average portfolio balances were driven by the acquisition of Advantage and the growth in the utilization of the Company's tax filing and payment services and employee payment services.

The increases in consolidated operating, selling, general and administrative expenses are due to the acquisition of Advantage and increases in personnel, information technology, and facility costs to support the growth of the Company. At February 28, 2003, the Company had approximately 8,250 employees compared with approximately 7,300 at February 28, 2002.

For the third quarter ended February 28, 2003, Advantage revenues included service revenue of \$18.6 million and interest on funds held for clients of \$1.4 million. For the nine-month period, Advantage revenues were comprised of \$32.7 million of service revenue and \$2.6 million of interest on funds held for clients. Operating, selling, general and administrative expenses for Advantage totaled \$17.0 million and \$31.3 million, respectively, for the third quarter and nine-month periods. Included in these expenses was amortization of intangible assets of \$2.1 million and \$3.7 million for the respective quarter and year-to-date periods.

The acquisition of Advantage resulted in \$.01 earnings per share accretion since acquisition and is expected to result in \$.01 of earnings per share dilution in the fourth quarter of fiscal 2003. The Company expects the results of Advantage to be accretive in the next fiscal year.

The integration of Advantage began in the second quarter of fiscal 2003, and by the end of that quarter the Advantage sales force had been combined with the sales force of Paychex. While some Advantage clients are being converted to Paychex software platforms, the focus has been on client service and retention with minimal change in the service model for Advantage clients.

Investment income primarily represents earnings from the Company's cash and cash equivalents and investments in available-for-sale securities. Investment income does not include interest on funds held for clients, which is included in total revenues. The decreases in investment income are primarily due to a decrease in average daily invested balances, lower average interest rates earned in fiscal 2003, and the timing of net realized gains on sales of available-for-sale securities. The company realized \$7.0 million of gains in the second quarter of fiscal 2003 from the sale of corporate investments to fund the acquisition of Advantage. The use of corporate investments to fund the acquisition reduced investment income by approximately \$2.4 million and \$4.4 million during the third quarter and nine-month periods of fiscal 2003, respectively.

The effective income tax rate was 32.0% in both the third quarter and nine-month periods of fiscal 2003 compared with 30.0% and 30.5% in the respective prior year periods. The increase in the effective income tax rate is primarily the result of lower levels of tax-exempt income, which is derived primarily from municipal debt securities of the funds held for clients and

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corporate investment portfolios. The full year fiscal 2003's effective income tax rate is expected to approximate 32.0%.

Outlook:

The Company first experienced the effects of the difficult economic conditions in the United States in the first quarter of fiscal 2002, and these effects have continued through the third quarter of fiscal 2003. In response to economic conditions, the Federal Reserve has lowered the Federal Funds rate twelve times since January 2001 to 1.25%, which represents a cumulative 525 basis point reduction. The Company's combined interest on funds held for clients and corporate investment income in the first nine months of fiscal 2003 decreased 13% year-over-year, primarily as a result of interest rate decreases and lower average balances in the corporate investment portfolio, offset somewhat by higher net realized gains.

In addition to the effects of volatile interest rates, difficult economic conditions have resulted in a lower number of checks per client as existing clients reduce their work forces. During the first nine months of fiscal 2003, the Company experienced a 0.7% year-over-year decline in checks per client (excluding Advantage). In fiscal 2002, the twelve-month year-over-year decline in checks per client was 3.0%.

Despite the above factors, income before taxes was 37% and 40% of total revenues during the third quarter and nine-month periods of fiscal 2003, compared with 39% and 42% for the respective prior year periods. In addition, operating income (excluding interest on funds held for clients) increased 21% in the third quarter and 18% in the nine-month period to \$87.9 million and \$263.2 million, respectively.

The Company has based full year fiscal 2003 expectations on current economic and interest rate conditions continuing with no significant changes and excluding the impact of the acquisition of InterPay. Accordingly, for fiscal 2003, the Company projects Payroll service revenue growth in the range of 14% to 16% and Human Resource and Benefits service revenue growth in the range of 19% to 21%. Total service revenue growth is anticipated to be in the range of 15% to 17%. The Company expects interest on funds held for clients and corporate investment income combined to be down approximately 15% to 18%.

Taking the factors mentioned above into consideration, the Company anticipates achieving record total revenues and net income for fiscal 2003 and estimates total revenue growth to be in the range of 13% to 15%, including approximately \$50 to \$55 million from Advantage, with net income growth in the high single digits.

LIQUIDITY AND CAPITAL RESOURCES

The Company has funded its operations, capital purchases, purchases of corporate investments, and dividend payments through cash generated from its operating activities. At February 28, 2003, the Company had \$552 million in available cash and corporate investments. Current cash and corporate investments and projected operating cash flows are expected to support normal business operations, purchases of property and equipment, and current dividend payments. The Company has two available, uncommitted, unsecured lines of credit from various banks totaling \$140 million at market rates of interest. The Company also has an available, uncommitted, secured line of credit from a bank totaling \$350 million at a market rate of interest. No amounts were outstanding against these lines of credit during the

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first nine months of fiscal 2003 or at February 28, 2003. The Company anticipates funding the \$155 million acquisition of InterPay through available cash and corporate investments.

Operating activities

(In thousands) For the nine months ended February 28,	2003	Change	2002	Change
Operating cash flows	\$310,200	11.9%	\$277,348	8.2%

The increase in operating cash flows for the first nine months of fiscal 2003 reflects achievement of higher net income and cash provided by working capital. The higher cash provided by working capital was related primarily to the timing of payments for payroll-related, income tax, and other liabilities, and the timing of payments for PEO and PAS payroll liabilities in the respective periods.

Investing activities

(In thousands) For the nine months ended February 28,	2003	Change	2002	Change
Net funds held for clients and corporate investment activities	\$ 281,361	—	\$(27,241)	-67.1%
Purchases of property and equipment	(48,530)	48.4%	(32,708)	12.9%
Proceeds from the sale of property and equipment	5	-50.0%	10	-75.6%
Acquisition of Advantage Payroll Services, Inc., net of cash acquired	(312,693)	—	—	—
Purchases of other assets	(3,791)	199.0%	(1,268)	-81.3%
Net cash used in investing activities	\$ (83,648)	36.7%	\$(61,207)	-48.4%

Funds held for clients and corporate investments: Funds held for clients are primarily comprised of short-term funds and available-for-sale debt securities, and corporate investments are primarily comprised of available-for-sale debt securities. The portfolio of funds held for clients and corporate investments is detailed in Note D of the Notes to the Consolidated Financial Statements.

The reported amount of funds held for clients will vary significantly based upon the timing of collecting client funds, and the related remittance of funds to the applicable tax authorities for clients of the Company's tax filing and payment services and employees of clients utilizing the employee payment services. Cash provided or used by net funds held for clients and corporate investment activities primarily relates to the timing of purchases, sales, or maturities of corporate investments. During the second quarter of fiscal 2003, corporate investments were sold to fund the acquisition of Advantage Payroll Services, Inc. Additional discussion of interest rates and related risks is included in the "Market Risk Factors" section of this review.

Purchases of property and equipment: To support the Company's continued client and ancillary product growth, purchases of property and equipment were made for data processing equipment and software, and for the expansion and upgrade of various operating facilities. Purchases of property and equipment in fiscal 2003 are expected to approximate \$65 million. This total includes the purchase of a 220,000-square-foot facility in Rochester, New York,

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which was completed in the first quarter of fiscal 2003. Fiscal 2003 depreciation expense is projected to approximate \$35 million.

Financing activities

(In thousands, except per share amounts) For the nine months ended February 28,	2003	Change	2002	Change
Dividends paid	\$(124,021)	6.8%	\$(116,141)	29.8%
Proceeds from exercise of stock options	5,175	-62.5%	13,811	20.3%
Net cash used in financing activities	\$(118,846)	16.1%	\$(102,330)	31.2%
Cash dividends per common share	\$.33	6.5%	\$.31	29.2%

Dividends paid: During the quarter ended February 28, 2003, the Company's Board of Directors declared a dividend in the amount of \$.11 per share, which was paid February 17, 2003 to shareholders of record as of February 3, 2003. Future dividends are dependent on the Company's future earnings and cash flow and are subject to the discretion of the Board of Directors.

Proceeds from exercise of stock options: The decrease in proceeds from the exercise of stock options is primarily due to a decrease in the number of shares exercised from 1,455,000 in the nine months of fiscal 2002 to 568,000 in the nine months of fiscal 2003. The Company has recognized a tax benefit from the exercise of stock options of \$3.6 million and \$15.5 million for the nine months ended February 28, 2003 and 2002, respectively. This tax benefit reduces the accrued income tax liability and increases additional paid-in capital, with no impact on the expense amount for income taxes.

MARKET RISK FACTORS

Interest Rate Risk: Funds held for clients are primarily comprised of short-term funds and available-for-sale debt securities, and corporate investments are primarily comprised of available-for-sale debt securities. The Company's available-for-sale debt securities are exposed to interest rate risk as interest rate volatility will cause fluctuations in the market value of held investments and the earnings potential of future investments. Increases in interest rates normally decrease the market value of the available-for-sale securities, while decreases in interest rates increase the market value of the available-for-sale securities. The Company's available-for-sale securities and short-term funds are exposed to earnings risk from changes in interest rates, as rate volatility will cause fluctuations in the earnings potential of future investments. Increases in interest rates quickly increase earnings from short-term funds, and over time increase earnings from the available-for-sale securities portfolio. Decreases in interest rates have the opposite earnings effect on the available-for-sale securities and short-term funds. Earnings from the available-for-sale securities do not reflect changes in rates until the investments are sold or mature, and the proceeds are reinvested at current rates. The immediate impact of changing interest rates on earnings from short-term funds may be temporarily offset by realized gains or losses from transactions in the Company's available-for-sale portfolio.

The Company directs investments towards high credit-quality, tax-exempt securities to mitigate the risk that earnings from the portfolio could be adversely impacted by changes in interest rates in the near term. The Company invests in short- to intermediate-term, fixed-rate

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municipal and government securities, which typically have lower interest rate volatility, and manages the securities portfolio to a benchmark duration of 2.5 to 3.0 years. The Company does not utilize derivative financial instruments to manage interest rate risk.

The following table summarizes recent changes in the Federal Funds rate:

	Fiscal year 2003 year-to-date	Fiscal year ended May 31, 2002	Fiscal year ended May 31, 2001
Federal Funds rate – beginning of period	1.75%	4.00%	6.50%
Rate increase/(decrease):			
First quarter	—	(.50)	—
Second quarter	(.50)	(1.50)	—
Third quarter	—	(.25)	(1.00)
Fourth quarter	N/A	—	(1.50)
Federal Funds rate – end of period	1.25%	1.75%	4.00%
Three-year “AAA” municipal securities yield – end of period	1.60%	2.75%	3.44%

Calculating the future effects of changing interest rates involves many factors. These factors include, but are not limited to, daily interest rate changes, seasonal variations in investment balances, actual duration of short- and intermediate-term investments, the proportional mix of taxable and tax-exempt investments, and changes in tax-exempt municipal rates versus taxable investment rates, which are not synchronized or simultaneous. Subject to these factors, a 25-basis-point change generally affects the Company’s tax-exempt interest rates by approximately 17 basis points.

The total investment portfolio is expected to average approximately \$2.7 billion for the full year fiscal 2003. The Company’s normal and anticipated allocation is approximately 50% invested in short-term securities with a duration of less than thirty days and 50% invested in intermediate-term municipal securities with an average duration of three years. The Company estimates that the earnings effect of a 25-basis-point change in interest rates (17 basis points for tax-exempt investments) at this point in time would be approximately \$3.0 million for the next twelve-month period.

The combined funds held for clients and corporate available-for-sale investment portfolios reflected unrealized gains of \$46.1 million at February 28, 2003 compared with unrealized gains of \$26.7 million and \$32.1 million at May 31, 2002 and February 28, 2002, respectively. During the first nine months of fiscal 2003, the unrealized gain position ranged from approximately \$22.3 million to \$46.3 million. The unrealized gain position of the Company’s investment portfolios was approximately \$39.7 million at March 19, 2003.

As of February 28, 2003 and May 31, 2002, the Company had approximately \$1.4 billion and \$1.5 billion, respectively, invested in available-for-sale securities at fair value, with weighted average yields to maturity of 3.4% and 3.6%, respectively. Assuming a hypothetical increase in both short-term and intermediate-term interest rates of 25 basis points, the resulting potential decrease in fair value for the portfolio of securities at February 28, 2003 would be approximately \$8.0 million. Conversely, a corresponding decrease in interest rates would result in a comparable increase in fair value. This hypothetical decrease or increase in the fair

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value of the portfolio would be recorded as an adjustment to the portfolio's recorded value, with an offsetting amount recorded in stockholders' equity, and with no related or immediate impact to the results of operations.

Credit Risk: The Company is exposed to credit risk in connection with these investments through the possible inability of the borrowers to meet the terms of the bonds. The Company attempts to limit credit risk by investing primarily in AAA and AA rated securities and A-1 rated short-term securities, and by limiting amounts that can be invested in any single instrument. At February 28, 2003, all available-for-sale and short-term securities classified as cash equivalents held an A-1 or equivalent rating, with approximately 99% of the available-for-sale securities held an AA rating or better.

OTHER

Integration of Acquisitions: The effective integration of acquisitions may be difficult to achieve. It is also possible that the Company may not realize any or all expected benefits from recent acquisitions or achieve benefits from acquisitions in a timely manner. In addition, the Company may incur significant costs and impact existing internal resources in connection with the integration of acquisitions. Failure to effectively integrate recent and future acquisitions could adversely affect the Company's results of operations.

"Safe Harbor" Statement Under the Private Securities Litigation Reform Act of 1995: Certain written and oral statements made by Paychex, Inc. (the "Company") management may constitute "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. Forward-looking statements are identified by such words and phrases as "we expect," "expected to," "estimates," "we look forward to," "would equate to," "projects," "projected to be," "anticipates," "we believe," "could be," and other similar phrases. All statements addressing operating performance, events, or developments that the Company expects or anticipates will occur in the future, including statements relating to revenue growth, earnings, earnings per share growth, or similar projections, are forward-looking statements within the meaning of the Reform Act. Because they are forward-looking, they should be evaluated in light of important risk factors. These risk factors include, but are not limited to the following or those which are described in the Company's SEC filings: general market and economic conditions, including demand for the Company's products and services, competition, price levels, availability of internal and external resources, effective execution of expansion plans and effective integration of acquisitions; changes in the laws regulating collection and payment of payroll taxes, professional employer organizations, and employee benefits, including 401(k) plans, workers' compensation, state unemployment, and section 125 plans; delays in the development, timing of the introduction, and marketing of new products and services; changes in technology, including use of the Internet; the possibility of catastrophic events that could impact the Company's operating facilities, computer systems, and communication systems; the possibility of third-party service providers failing to perform their functions; the possibility of penalties and losses resulting from errors and omissions in performing services; potential damage to the Company's business reputation due to these and other operational risks; the possible inability of clients to meet payroll obligations; stock volatility; and changes in short- and long-term interest rates, changes in the market value of available-for-sale securities, and the credit rating of cash, cash equivalents, and securities held in the Company's investment portfolios, all of which could cause actual results to differ materially from anticipated results. The information provided in this document is based upon the facts and circumstances known at this time.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE 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.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures: The Company's Chief Executive Officer and Chief Financial Officer have evaluated the effectiveness of disclosure controls and procedures as defined in Rules 13a-14 and 15d-14 of the Securities Exchange Act of 1934, as amended, within 90 days of the filing of this Quarterly Report on Form 10-Q. Based on such evaluation, they have concluded that as of such date, the Company's disclosure controls and procedures are effective.

Changes in Internal Controls: There were no significant changes in the Company's internal controls or in other factors that could significantly affect these controls subsequent to the date of their evaluation.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

In the normal course of business and operations, the Company is subject to various claims and litigation including various employee and licensing matters. Management believes the resolution of these matters will not have a material adverse effect on the financial position or results of operations of the Company.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits:

- (1) Exhibit 10.1: Form of Indemnification Agreement for Directors and Officers
- (2) Exhibit 99.1: Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- (3) Exhibit 99.2: Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

(b) Reports on Form 8-K:

- (1) The Company filed a report on Form 8-K on December 19, 2002 that included the Company's press release dated December 19, 2002 reporting the Company's results of operations for the second quarter of fiscal 2003.

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: March 20, 2003

/s/ B. Thomas Golisano

B. Thomas Golisano
Chairman, President and
Chief Executive Officer

Date: March 20, 2003

/s/ John M. Morphy

John M. Morphy
Senior Vice President, Chief
Financial Officer and Secretary

CERTIFICATIONS

I, B. THOMAS GOLISANO, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Paychex, Inc.;
2. Based on my knowledge, this quarterly 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 quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:
 - a) designed such disclosure controls and procedures 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 quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
 - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 20, 2003

/s/ B. Thomas Golisano

Chairman, President, and Chief
Executive Officer

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I, JOHN M. MORPHY, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Paychex, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of 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 quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:
 - a) designed such disclosure controls and procedures 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 quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
 - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that

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could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 20, 2003

/s/ John M. Morphy

Senior Vice President, Chief
Financial Officer, and Secretary

Exhibit 10.1 Form of Indemnification Agreement for Directors and Officers

INDEMNITY AGREEMENT

This Indemnification Agreement (“Agreement”) is made as of _____, by and between PAYCHEX, INC., a Delaware corporation (the “Company”), and (“Indemnitee”).

RECITALS

WHEREAS, highly competent persons have become more reluctant to serve publicly-held corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation.

WHEREAS, the Board of Directors of the Company (the “Board”) has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Certificate of Incorporation of the Company requires indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the Delaware General Corporation Law (“DGCL”). The Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification.

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons.

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company’s stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future.

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified.

WHEREAS, this Agreement is a supplement to and in furtherance of the Certificate of Incorporation of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefore, nor to diminish or abrogate any rights of Indemnitee thereunder.

WHEREAS, Indemnitee does not regard the protection available under the Company's Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified;

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. Services to the Company. Indemnitee will serve or continue to serve, at the will of the Company, as an officer, director or key employee of the Company for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation.

2. Definitions. As used in this Agreement:

(a) A "Change in Control" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of the combined voting power of the Company's then outstanding securities;

(ii) Change in Board of Directors. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 2(a)(i), 2(a)(iii) or 2(a)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

(iii) Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted

into voting securities of the surviving entity) more than 51% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(iv) Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

(v) Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

For purposes of this Section 2(a), the following terms shall have the following meanings:

(A) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(B) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(C) "Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(b) "Company" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that if Indemnitee is or was a director, officer, employee

or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation of its separate existence had continued.

(c) "Corporate Status" describes the status of a person who is or was a director, officer, employee or agent of the Company or of any other corporation, partnership or joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the request of the Company.

(d) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) "Enterprise" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary.

(f) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, superseded bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(g) Reference to "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

(h) The term "Proceeding" shall include any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, including any and all appeals, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or

investigative nature, in which Indemnitee was, or will be involved as a party or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action taken by him or of any action on his part while acting as director or officer of the Company, or by reason of the fact that he is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Agreement; except one initiated by a Indemnitee to enforce his rights under this Agreement.

(i) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnities under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

3. **Indemnity in Third-Party Proceedings.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal proceeding had no reasonable cause to believe that such conduct was unlawful.

4. **Indemnity in Proceedings by or in the Right of the Company.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be

liable to the Company, unless and only to the extent that the Delaware Court of Chancery or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

5. **Indemnification for Expenses of a Party Who is Wholly or Partly Successful.** Notwithstanding any other provisions of this Agreement, to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. If the Indemnitee is not wholly successful in such Proceeding, the Company also shall indemnify Indemnitee against all Expenses reasonably incurred in connection with a claim, issue or matter related to any claim, issue, or matter on which the Indemnitee was successful. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

6. **Indemnification For Expenses of a Witness.** Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

7. **Additional Indemnification.**

(a) Notwithstanding any limitation in Sections 3, 4, or 5, the Company shall indemnify Indemnitee to the fullest extent permitted by law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with the Proceeding. No indemnity shall be made under this Section 7(a) on account of Indemnitee's conduct which constitutes a breach of Indemnitee's duty of loyalty to the Company or its stockholders or is an act or omission not in good faith or which involves intentional misconduct or a knowing violation of the law.

(b) Notwithstanding any limitation in Sections 3, 4, 5 or 7(a), the Company shall indemnify Indemnitee to the fullest extent permitted by law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with the Proceeding.

(c) For purposes of Sections 7(a) and 7(b), the meaning of the phrase “to the fullest extent permitted by law” shall include, but not be limited to:

- i. to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and
- ii. to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

8. **Exclusions.** Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated or brought voluntarily by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board of Directors of the Company authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

9. **Advances of Expenses.** Notwithstanding any provision of this Agreement to the contrary, the Company shall advance the expenses incurred by Indemnitee in connection with any Proceeding within 20 days after the receipt by the Company of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee’s ability to repay the expenses and without regard to Indemnitee’s ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. The Indemnitee shall qualify for advances solely upon the execution and delivery to the Company of an undertaking providing that the Indemnitee undertakes to repay the advance to the

extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. This Section 9 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 8.

10. **Selection of Counsel.** In the event the Company shall be obligated under Section 9 hereof to pay the expenses of any Proceeding against Indemnitee, the Company, if appropriate, shall be entitled to assume the defense of such Proceeding, with counsel approved by Indemnitee, which approval shall not be unreasonably withheld, upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same Proceeding, provided that (i) Indemnitee shall have the right to employ his counsel in any such Proceeding at Indemnitee's expense; and (ii) if (A) the employment of counsel by Indemnitee has been previously authorized by the Company, (B) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense, or (C) the Company shall not, in fact, have employed counsel to assume the defense of such Proceeding, then the fees and expenses of Indemnitee's counsel shall be at the expense of the Company.

11. **Procedure for Notification and Defense of Claim.**

(a) Indemnitee shall, as a condition precedent to his right to be indemnified under this Agreement, give the Company notice in writing as soon as practicable of any claim made against Indemnitee for which indemnification will or could be sought under this Agreement, provided however, that a delay in giving such notice shall not deprive Indemnitee of any right to be indemnified under this Agreement unless, and then only to the extent that, such delay is materially prejudicial to the defense of such claim. The omission to notify the Company will not relieve the Company from any liability for indemnification which it may have to Indemnitee otherwise than under this Agreement. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

(b) The Company will be entitled to participate in the Proceeding at its own expense.

12. **Procedure Upon Application for Indemnification.**

(a) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 11(a), a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee; or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors,

even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Board, by the stockholders of the Company, and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) hereof, the Independent Counsel shall be selected as provided in this Section 12(b). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board of Directors, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within 10 days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; *provided, however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 11(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the Court or by such other person as the Court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further

responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

13. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11(a) of this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) If the person, persons or entity empowered or selected under Section 12 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefore, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 13(b) shall not apply (i) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 12(a) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board of Directors has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) of this Agreement.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

(d) *Reliance as Safe Harbor.* For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with the reasonable care by the Enterprise. The provisions of this Section 13 (d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) *Actions of Others.* The knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

14. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 9 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 12(a) of this Agreement within 30 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 5 or 6 or the last sentence of Section 12(a) of this Agreement within ten (10) days after receipt by the Company of a written request therefore, or (v) payment of indemnification pursuant to Section 3, 4 or 7 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to an adjudication by a court of his entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at his option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a de novo trial, or

arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14 the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) If a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

15. Non-exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Company's Certificate of Incorporation, the Company's Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's Certificate of Incorporation and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company shall, from time to time, make the good faith determination whether or not it is practicable for the Company to obtain and maintain a policy or policies of insurance with reputable insurance companies providing the directors, officers, employees, or agents of the Company with coverage for losses from wrongful acts, or to ensure the Company's performance of its indemnification obligations under this Agreement. Among other considerations, the Company will weigh the costs of obtaining such insurance coverage against the protection afforded by such coverage. To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees or agents of the Company or of any other corporation, partnership, joint venture, trust, employee benefits plan or other enterprise which such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided hereunder) hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

16. Duration of Agreement. This Agreement shall continue until and terminate upon the later of: (a) 10 years after the date that Indemnitee shall have ceased to serve as a director or officer of the Company or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which Indemnitee served at the request of the Company; or (b) one year after the final termination of any Proceeding, including any and all appeals, then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 14 of this Agreement relating thereto.

17. **Successors and Assigns.** This Agreement shall be binding upon the Company and its successors and assigns and shall insure to the benefit of Indemnitee and his heirs, executors and administrators.

18. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

19. **Enforcement.**

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

20. **Effectiveness of Agreement.** This Agreement shall be effective as of the date set forth on the first page and may apply to acts or omissions of Indemnitee which occurred prior to such date if Indemnitee was an officer, director, employee or other agent of the Company, or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, at the time such act or omission occurred.

21. **Modification and Waiver.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

22. **Notice by Indemnitee.** Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

23. **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) if delivered by hand and received for by the party to whom said notice or other communication shall have been directed, or (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(a) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide to the Company.

(b) If to the Company to

Paychex, Inc.
Attn: Legal Department
911 Panorama Trail South
Rochester, NY 14625

or to any other address as may have been furnished to Indemnitee by the Company.

24. **Contribution.** To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

25. **Applicable Law and Consent to Jurisdiction.** This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding

arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably CT Corporation System, 1209 Orange Street, Wilmington, Delaware 19801 as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

26. **Identical Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

27. **Miscellaneous.** Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

_____ INC.

By: _____
Name:

INDEMNITEE

Name:
Address:

**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 ending February 28, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, B. THOMAS GOLISANO, 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 Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company

Date: March 20, 2003

/s/ B. Thomas Golisano

B. Thomas Golisano
Chairman, President, 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 ending February 28, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, JOHN M. MORPHY, 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 Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company

Date: March 20, 2003

/s/ John M. Morphy

John M. Morphy
Senior Vice President, Chief Financial Officer, and Secretary