

Risk Factors Comparison 2025-02-11 to 2024-02-09 Form: 10-K

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If we experience rejection of any COVID- 19 relief program claims on behalf of clients, are unable to timely make system changes needed to comply with other regulations, incur substantial additional costs in doing so, or are otherwise adversely affected by these requirements, then we may face fines, penalties, other regulatory action, or litigation relating to such failure, and we may not have insurance coverage for all or some of these liabilities. These events could further adversely impact our PEO state licenses or registrations, or our CPEO status, as well as our ability to attract and retain clients. As a result of the foregoing, our business, results of operations and financial condition could be materially adversely affected. **182024 Form 10-K RISK FACTORS** Bank failures or other events affecting financial institutions could have a material adverse effect on our business, results of operations or financial condition, or have other adverse consequences. We use a U. S.- based global systemically important bank (or G- SIB) for our PEO operations, including our cash balances associated with that portion of our business. All of our cash deposits are held by Federal Deposit Insurance Corporation ~~192023 Form 10-K RISK FACTORS~~ (“FDIC”) insured banks, which amounts exceed the FDIC insurance limits. Through various overnight “sweep account” programs, we also invest a significant portion of our cash balances in U. S. Treasury- based funds, which are invested through brokerage firms affiliated with the banks at which our deposits are held. The failure of a bank or related brokerage firm that we use, or events involving limited liquidity, non- performance or other adverse conditions in the financial or credit markets impacting financial institutions at which we maintain balances, or concerns or rumors about such events, may lead to disruptions in access to our cash balances, adversely impact our liquidity, including our ability to borrow under our credit facility, or limit our ability to process transactions related to our clients. In the event of a failure of a bank or other financial institution that holds our cash deposits, there can be no assurance that our deposits in excess of the FDIC or other comparable insurance limits will be recoverable or, even if ultimately recoverable, there may be significant delays in our ability to access those funds. Furthermore, bank failures, non- performance, or other adverse developments that affect financial institutions could impair the ability of one or more of the banks participating in our credit facility from honoring their commitments. Such events could have a material adverse effect on our financial condition or results of operations. Similarly, our clients may be adversely affected by any bank failure or other event affecting financial institutions. For example, in early 2023, some of our clients had deposits with banks that were placed into receivership. If those clients had been unable, or if our clients in the future are unable, to meet their obligations to us as a result of a bank failure or other event affecting financial institutions, we may be exposed to potential risks that could impact our financial condition or results of operations. If we were to fail to pay the liabilities that we have assumed associated with our WSEEs, we may be subject to fines or other penalties. Labor shortages, increasing competition for highly skilled workers, and evolving employee expectations regarding the workplace could have a material adverse effect on our business, financial condition or results of operations. The success of our business is heavily dependent on our ability to attract and retain a skilled workforce, including in our service and sales positions. Several factors may limit the labor force available to us or increase our labor costs, including high employment levels, strong macroeconomic conditions, federal unemployment subsidies, and other governmental regulation. As macroeconomic conditions improved from 2021 through **2023-2024**, the labor market tightened, resulting in increased employee turnover and skilled labor shortages. Increasing competition for highly skilled and talented workers may make it increasingly difficult and expensive for us to attract and retain a service team capable of supporting our clients or a sales team that is effective in selling our complex service offerings to clients. An overall or prolonged labor shortage, increased turnover, or labor inflation could have a material adverse impact on our growth plans, client service delivery, results of operations and financial condition. In addition, following the remote work environment that we implemented during the COVID- 19 pandemic and a resulting shift in the expectations of our employees, many of our departments have now switched to a “hybrid” mode in which remote work is permitted one or more days per week. These changes may impact productivity or have other material impacts on our operations. Inflation may reduce our profitability. Inflationary pressure could adversely impact our profitability. Our operating costs have increased, and may continue to increase, due to the recent growth in inflation. We may not be able to fully offset these cost increases by raising prices for our services, particularly because our client agreements generally fix our pricing for a period of time, which could result in downward pressure on our profit margins. Further, our clients may choose to reduce their business with us if we increase our pricing. Geographic market concentration makes our results of operations vulnerable to regional economic factors. Our New York, California and Texas markets accounted for approximately 10 %, 15 % and ~~18-17~~ % (including 7 % in Houston), respectively, of our WSEEs for the year ended December 31, **2023-2024**. Accordingly, unless we are successful in expanding in our current markets and into new markets, which we believe will take additional time, for the foreseeable future, a significant portion of our revenues may be subject to economic, statutory, and regulatory factors specific to New York, California, and Texas. **192024 Form 10-K** We are subject to covenants under our credit facility that may restrict our business and financing activities. Our failure to comply with these covenants may result in an acceleration of our indebtedness, which could have a material adverse effect on our business, financial condition or results of operations. ~~202023 Form 10-K~~ Our credit facility contains, and any future indebtedness of ours likely would contain, covenants that, subject to certain exceptions, impose significant operating and financial restrictions, including restricting our ability to: • incur additional indebtedness, • sell material assets, • retire, redeem or otherwise reacquire our capital stock, • acquire the capital stock or assets of another business, • enter into new lines of business, • make investments, and • pay dividends. In addition, we are required to maintain certain financial covenants. Our ability to comply with the financial covenants may be affected by financial, business, economic, regulatory and other factors beyond our control. Our failure to

comply with these covenants, or any other terms of our indebtedness, could result in a default that may limit our ability to borrow additional amounts under our credit facility, which may adversely affect our liquidity. In addition, a default may allow our lenders to accelerate our obligation to repay the outstanding amounts under our credit facility. If we were unable to repay or refinance the accelerated indebtedness on favorable terms, then our business, financial condition and results of operations would be materially adversely affected. A future outbreak of highly infectious or contagious diseases could have a material and adverse impact on our business, results of operations, financial condition and cash flows. The spread of a highly infectious or contagious disease could create significant volatility, uncertainty and economic disruption, including as a result of actions taken by businesses and governments in response to such a pandemic that may result in a significant reduction in commercial activity, such as occurred during the COVID- 19 pandemic ~~that began in 2020~~. The extent to which future pandemics impact our business, operations, financial results and financial condition will depend on numerous evolving factors that are highly uncertain and that we may not be able to accurately predict. While such a pandemic is continuing and even after it has subsided, we may experience material adverse impacts to our business, operations and financial results due to any existing or continuing negative economic impact, including a recession, depression, or periods of supply shortages or high inflation, such as experienced in 2022 following the COVID- 19 pandemic. Additionally, future pandemics may change how and when we incur health insurance costs under our health insurance contract with United, such as changes in quarterly levels and timing of both medical and pharmaceutical health insurance claims and processing payment patterns. Accordingly, future pandemics may present, material uncertainty and risk with respect to our business, and may have a material adverse effect on our financial condition, results of operations, cash flows and business.

PEO HR Outsourcing Solutions Risks We assume liability for WSEE payroll, payroll taxes, benefits costs and workers' compensation costs and are responsible for their payment regardless of the amount billed to or paid by our clients. Under the CSA, we become a co- employer of WSEEs and assume the obligations to pay the salaries, wages and related benefits costs and payroll taxes of such WSEEs. ~~We assume such obligations as a principal, not as an agent of the client.~~ Our obligations include responsibility for the following even if our costs ~~to provide such benefits~~ exceed the fees the client pays us and the amounts collected from WSEEs: • payment of the salaries and wages for work performed by WSEEs, regardless of whether the client timely pays us the associated service fee • withholding and payment of federal and state payroll taxes with respect to wages and salaries reported by Insperity **2024 Form 10- K** • providing benefits to WSEEs ~~212023 Form 10- K~~ • providing workers' compensation coverage to WSEEs Further, the increase in remote work, including by WSEEs, has complicated the calculation of payroll and unemployment taxes applicable to those individuals. We are dependent on our PEO Outsourcing Solutions clients to properly report the locations in which WSEEs perform services. If a regulatory authority were to determine that we did not properly calculate or transmit these amounts, then we could be subject to fines, penalties, or other liabilities, which we may not be able to recover from our clients. We may also need to devote additional resources and incur additional costs to modify our systems to address any such compliance issues. If a client does not pay us, if the costs of services we provide to WSEEs exceed the fees a client pays us, or if we incur fines and penalties as a result of an adverse determination related to our payroll and unemployment tax calculations, our ultimate liability for WSEE payroll, payroll taxes, workers' compensation and / or benefits costs, as well as any fines or penalties, could have a material adverse effect on our financial condition or results of operations. Increases in health insurance costs or our inability to secure replacement health insurance coverage on competitive terms could have a material adverse effect on our business, financial condition or results of operations. Maintaining health insurance plans that cover WSEEs is a significant part of our business. Our primary health insurance contract expires on December 31, 2026, subject to cancellation by either party upon 180 days' notice. In the event we are unable to secure replacement contracts on competitive terms, significant disruption and harm to our business could occur. Health insurance costs are in part determined by our plans' claims experience and comprise a significant portion of our direct costs. Our health insurance coverage is provided under policies or service contracts that are fully insured. United is the carrier that insures the majority of our coverage. Although all of our carriers remain responsible to pay all covered claims, under our health insurance contract with United, we retain an obligation to United to fund the cost of the plan. The profitability of our PEO HR Outsourcing Solutions is affected by the overall expenses associated with the cost of delivering our services, one of the largest of which is the cost of our health insurance. Our ability to accurately anticipate the expenses associated with the plans, including claims costs on a quarterly or annual basis, can impact our results of operations. If the plans experience an unexpected increase in the number or severity of claims, our associated health insurance costs could increase beyond anticipated levels, as we experienced in 2021 and 2023. These costs are further impacted by a number of factors, including coverage options elected by employees, macro- economic changes, proposed and enacted regulatory changes and wide- spread health- related outbreaks. Contractual arrangements and competitive market conditions may limit or delay our ability to increase service fees to offset any associated potential increased costs associated with the plans, which could substantially impair our financial condition or results of operations. Further, if the overall pricing of our services includes cost assumptions based on inaccurate forecasts of plan expenses, our profitability or our ability to attract and retain clients may be adversely impacted. As a result, if we do not accurately forecast the costs of our plans, our business, financial condition or results of operations may be materially adversely affected. For additional information related to our health insurance costs, please read Item 7. "Management' s Discussion and Analysis of Financial Condition and Results of Operations — Critical Accounting Policies and Estimates — Benefits Costs."

Health care reform could affect our health insurance plan and could lead to a significant disruption in our business. Many of our clients select a PEO Outsourcing Solution pursuant to which we offer the health and welfare benefit plans sponsored by us to the WSEEs co- employed by those clients. The future impact and direction of healthcare reform, including future legislative **or executive** actions, is unknown and, if any such developments were to reduce our ability to make health care benefits available to WSEEs or were to make our offerings less attractive to our clients, then our business, financial condition, and results of operations may be materially adversely affected. Supporters in various states have advocated and continue to advocate for adoption of health care- related reforms at the state level, which has the potential to significantly change the insurance

marketplace for small and medium- sized businesses and how employers provide insurance to employees. Additionally, guidance by the IRS and the U. S. Department of Health and Human Services (“ HHS ”) has not addressed or in some instances is unclear as to the application of certain aspects of federal health care reform laws in the PEO relationship or whether such provisions should be applied at the PEO or client level. **212024 Form 10- K** Various states have adopted or are considering reforms that may impact the requirements for or availability of PEO- sponsored health plans. At this time, the insurance market reforms have not had a material adverse impact on our ~~222023 Form 10- K~~ business operations, and if any future changes impact our ability to attract and retain clients, or our ability to increase service fees to offset any increased costs, then our business may be materially adversely affected. Subsequent changes resulting from action that may be taken at the federal or state level may impact our benefit plans, business model and future results of operations, including repeal or repeal and replacement of current healthcare reform provisions as has been advocated by some **in the new Presidential administration and** Congressional leaders. In future periods, changes may result in increased costs to us and could affect our ability to attract and retain clients. Additionally, contractual arrangements and competitive market conditions may limit or delay our ability to increase service fees to offset any associated potential increased costs. We are currently unable to determine whether potential future healthcare reform changes or other regulatory action, including at the state level, may adversely affect our business or market conditions. A determination that we are not the employer of our WSEEs and an inability to offer alternate benefit plans could have a material adverse effect on our business. In order to qualify for favorable tax treatment under the Code, employee benefit plans must be established and maintained by an employer for the exclusive benefit of its employees. Generally, an entity is an “ employer ” of individuals for federal employment tax purposes if an employment relationship exists between the entity and the individuals under the common law test of employment. In addition, the officers of a corporation are deemed to be employees of that corporation for federal employment tax purposes. The common law test of employment, as applied by the IRS, involves an examination of approximately 20 factors to ascertain whether an employment relationship exists between a worker and a purported employer. Generally, the test is applied to determine whether an individual is an independent contractor or an employee for federal employment tax purposes and not to determine whether each of two or more companies is a “ co-employer. ” Substantial weight is typically given to the question of whether the purported employer has the right to direct and control the details of an individual’ s work. Among the factors that appear to have been considered more important by the IRS are: • the employer’ s degree of behavioral control (the extent of instructions, training and the nature of the work) • the financial control or the economic aspects of the relationship • the intended relationship of the parties (whether employee benefits are provided, whether any contracts exist, whether services are ongoing or for a project, whether there are any penalties for discharge / termination, and the frequency of the business activity) Employee retirement and welfare benefit plans are also governed by ERISA. ERISA defines “ employer ” as “ any person acting directly as an employer, or indirectly in the interest of an employer, in relation to an employee benefit plan. ” ERISA defines the term “ employee ” as “ any individual employed by an employer. ” The United States Supreme Court has held that the common law test of employment must be applied to determine whether an individual is an employee or an independent contractor under ERISA. A definitive judicial interpretation of “ employer ” in the context of a PEO or employee leasing arrangement has not been established. If Insuperity were found not to be an employer with respect to WSEEs for ERISA purposes, its plans would not comply with ERISA and / or the Code. Further, as a result of such finding, Insuperity and its plans would not enjoy, with respect to WSEEs, the preemption of state laws provided by ERISA and could be subject to varying state laws and regulations as well as to claims based upon state common laws. In addition, if Insuperity were found not to be the employer sponsoring a single- employer plan under ERISA for purposes of its health benefits plan, we could be subject to additional requirements under state and federal laws that could restrict our ability to provide benefits to our WSEEs in the same manner that we do today, which could negatively impact our business. In the case of any such events, we would endeavor to make available similar benefits at comparable costs in a manner that complied with applicable state laws. However, if we were unable to promptly transition our benefit plans to a compliant structure with terms that were acceptable to our clients and at a comparable cost to us, then our business, financial condition, and results of operations could be materially adversely affected. Increases in workers’ compensation costs or inability to secure replacement coverage on competitive terms could lead to a significant disruption and harm to our business. Our workers’ compensation coverage has been provided through an arrangement with Chubb since 2007. Under our current arrangement with Chubb for claims incurred on or before September 30, 2019, we have a financial responsibility to **222024 Form 10- K** Chubb for the first \$ 1 million layer of claims per occurrence and for claims over \$ 1 million, up to a maximum aggregate amount of \$ 6 million per policy year for claims that exceed the first \$ 1 million. Effective for claims incurred on or after ~~232023 Form 10- K~~ October 1, 2019, our financial responsibility increased as we have financial responsibility to Chubb for the first \$ 1. 5 million layer of claims per occurrence and for claims over \$ 1. 5 million, up to a maximum aggregate amount of \$ 6 million per policy year for claims that exceed \$ 1. 5 million. Chubb bears the financial responsibility for all claims in excess of these levels. The Chubb Program is a fully insured program whereby Chubb has the responsibility to pay all claims incurred under the policies regardless of whether we satisfy our responsibilities. For additional discussion of our policy with Chubb, please read Item 7. “ Management’ s Discussion and Analysis of Financial Condition and Results of Operations — Critical Accounting Policies and Estimates — Workers’ Compensation Costs. ” Workers’ compensation costs are a significant portion of our direct costs and contractual arrangements and competitive market conditions may limit or delay our ability to increase service fees to offset any associated potential increased costs. If we were to experience an unexpected large increase in the number or severity of claims, our workers’ compensation costs could increase, which could have a material adverse effect on our results of operations or financial condition. Further, if the overall pricing of our services includes cost assumptions based on inaccurate forecasts of our workers’ compensation costs, our profitability or our ability to attract and retain clients may be adversely impacted. The current workers’ compensation coverage with Chubb expires on September 30, **2024-2025**. In the event we are unable to secure replacement coverage on competitive terms, significant disruption to our business could occur. Our ability to adjust and collect

service fees for increases in unemployment tax rates may be limited. We record our SUI expense based on taxable wages and tax rates assigned by each state. SUI tax rates vary by state and are determined, in part, based on prior years' compensation experience in each state. Prior to the receipt of final rate notices, we estimate our expected SUI rate in those states for which rate notices have not yet been received for purposes of forecasting and pricing. In a period of adverse economic conditions, state unemployment funds may experience a significant increase in the number of unemployment claims. Accordingly, SUI rates would likely increase substantially. Some states have the ability under law to increase SUI rates retroactively to cover deficiencies in the unemployment fund. In addition, FUTA may be retroactively increased in certain states in the event the state fails to timely repay federal unemployment loans, as we recently experienced with California and New York in ~~2023-2024~~. Generally, our contractual agreements allow us to incorporate such statutory increases into our service fees upon the effective date of the rate change. However, **this right does not extend to our former clients and, even with respect to our existing clients**, our ability to fully adjust service fees in our billing systems and collect such increases over the remaining term of the clients' contracts could be limited, resulting in a potential increase not being fully recovered. As a result, such increases could have a material adverse effect on our financial condition or results of operations. Many of our contracts for our PEO HR Outsourcing Solutions may be canceled on short notice. Our inability to renew client contracts or attract new clients could materially and adversely affect our financial ~~conditions-~~ **condition** or results of operations. Our standard CSA can generally be canceled by us or the client with 30 days' notice. Accordingly, the short- term nature of the CSA makes us vulnerable to potential cancellations by existing PEO HR Outsourcing solution clients, which could materially and adversely affect our financial condition or results of operations. Our middle market sector, which we generally define as those companies with employees ranging from approximately 150 to 5, 000 WSEEs, represented 26 % of our average paid WSEEs, and clients with an average number of WSEEs that exceed 1, 000 WSEEs represented ~~6-3~~ % during ~~2023-2024~~. In the event we have large clients that terminate or an increase in terminating clients from our middle market client base, the financial impact of such an event could be significant. Also, our results of operations are dependent in part upon our ability to retain or replace our clients upon the termination or cancellation of the CSA. Our client attrition rate was approximately ~~17-19~~ % in ~~2023-2024~~. There can be no assurance that the number of contract cancellations will continue at these levels and such cancellations may increase in the future due to various factors, including economic conditions in the markets we operate. Clients electing to purchase our services or electing an alternative solution often do so at the beginning of the calendar year. As a result, we typically experience our largest concentration of new client additions and attrition in the first quarter of each year. Our loss of insurance coverage, the failure of our insurance carriers or increased insurance costs or deductibles could have a material adverse effect on us. As part of our PEO HR Outsourcing Solutions, in addition to our health insurance carriers, we contract with other ~~232024 Form 10- K~~ insurance carriers to provide workers' compensation insurance and employment practices liability insurance. In addition, we obtain insurance coverage for various commercial risks in our business such as property insurance, errors and ~~242023 Form 10- K~~ omissions insurance, cyber liability insurance, general liability insurance, fiduciary liability insurance and ERISA bond coverage, automobile liability insurance, and directors' and officers' liability insurance. The failure of any insurance carrier, such as occurred in 2001 with respect to a previous workers' compensation insurance provider, providing such coverage could leave us exposed to uninsured risk and could have a material adverse effect on our business and results of operations. In addition, in the event that our primary health carriers in any key market make material changes to their network of health care providers or facilities, such as the discontinuation of prominent hospital networks in key markets on occasion by a carrier in connection with their ongoing negotiations with those networks, then our ability to attract and retain clients in that market may be adversely affected, which could have a material adverse effect on our business and results of operations. Further, we have experienced an increase in insurance premiums for our corporate policies as well as an increase in the deductible amounts for which we retain liability and a decrease in coverage limits. If these premiums or deductible amounts continue to increase, or coverage limits continue to decrease we would have increased exposure with respect to costs and insurance claims, which could have a material adverse effect on our business and results of operations. A determination that a client is liable for employment taxes not paid by a PEO may discourage clients from contracting with us in the future. Under the CSA, we assume sole responsibility and liability for paying federal employment taxes imposed under the Code with respect to wages and salaries we pay our WSEEs. There are essentially three types of federal employment tax obligations: • income tax withholding requirements • FICA • FUTA Under the Code, employers have the obligation to withhold and remit the employer portion and, where applicable, the employee portion of these taxes. The SBEA clarifies that a CPEO is treated as the employer for purposes of federal payroll taxes on wages it pays to WSEEs. Most states impose similar employment tax obligations on the employer. While the CSA provides that we have sole legal responsibility for making these tax contributions, the applicable state taxing authority could conclude that such liability cannot be completely transferred to us. Accordingly, in the event that we fail to meet our tax withholding and payment obligations, the client may be held jointly and severally liable for those obligations. While this interpretive issue has not, to our knowledge, discouraged clients from enrolling with Insperty, a definitive adverse resolution of this issue may discourage clients from enrolling in the future. New and higher federal, state and local taxes could have a material adverse impact on our financial condition and results of operations. In times of economic slowdowns, the federal government and states and municipalities in which we operate may experience reductions in tax revenues and corresponding budget deficits. In response to budget shortfalls, such as those ~~being~~ experienced **during as a result of** the COVID- 19 pandemic, the federal government and many states and municipalities have in the past and may in the future increase or enact new taxes on businesses operating within their tax jurisdiction, including business activity taxes and income taxes. In addition, federal, state and local taxing agencies may increase their audit activity in an effort to identify additional tax revenues. New tax assessments on our operations could result in increased costs. ~~Further, the Biden Administration and Congressional leaders have expressed support for reviewing federal taxes and potential increases in federal tax rates for businesses.~~ Our ability to adjust our service fees and incorporate additional tax assessments into our billing system could be limited. As a result, such higher taxes could have a

material adverse impact on our financial condition or results of operations. We may be subject to liabilities for client and employee actions. As a co- employer in the PEO relationship, we assume or share many of the employer- related responsibilities and assist our clients in complying with many employment- related governmental regulations. A number of legal issues remain unresolved with respect to the co- employment arrangement between a PEO and its WSEEs, including questions concerning the ultimate liability for violations of employment, payroll, discrimination, and workplace safety laws. Our CSA establishes the contractual division of responsibilities between Insperity and our clients for various human capital management matters, including compliance with and liability under various governmental regulations. ~~252023-242024~~ Form 10- K Because we act as a co- employer, we may be subject to liability for violations of various employment, payroll, discrimination, and workplace safety laws despite these contractual provisions, even if we do not participate in such violations. Although the CSA generally requires the client to indemnify us for certain liabilities attributable to the client’ s conduct, we may not be able to collect on such a contractual indemnification claim and thus may be responsible for satisfying such liabilities to the extent that such liabilities are not covered or insured against under our insurance policies. In addition, WSEEs may be deemed to be our agents, which may subject us to liability for the actions of such WSEEs. Changes in federal, state and local regulation or our inability to obtain licenses under new regulatory frameworks could have a material adverse effect on our results of operations or financial condition. As a major employer, our operations are affected by numerous federal, state and local laws and regulations relating to labor, tax, benefit, insurance and employment matters. By entering into a co- employer relationship with employees assigned to work at client locations, we assume certain obligations and responsibilities of an employer under these laws. However, many of these current laws (such as the Act, ERISA, and some state insurance codes and employment tax laws) do not specifically address the obligations and responsibilities of non- traditional employers such as PEOs, and the definition of “ employer ” under these laws is not uniform despite the SBEA having provided clarification under federal employment tax laws for CPEOs. In addition, many of the states in which we operate have not addressed the PEO relationship for purposes of compliance with applicable state laws governing the employer / employee relationship or PEO health insurance plans. Any adverse application of, or adverse legislative / regulatory response to, new or existing federal or state laws to the PEO relationship with our WSEEs and client companies could have a material adverse effect on our results of operations or financial condition. While some states do not explicitly regulate PEOs, 42 states have passed laws that have recognition, licensing, certification or registration requirements for PEOs and several other states are considering such regulation. Such laws vary from state to state, but generally provide for monitoring the fiscal responsibility of PEOs, and in some cases codify and clarify the co- employment relationship for unemployment, workers’ compensation and other purposes under state law. In addition, the SBEA provides certain benefits for companies that qualify as a CPEO. While we generally support licensing regulation because it serves to validate the PEO relationship, we may not be able to satisfy licensing requirements or other applicable regulations for all states. In addition, there can be no assurance that we will be able to renew our licenses in all states or that we will be able to maintain our CPEO designation. Certain state and federal regulators are more closely evaluating the existing regulatory framework governing money services businesses and money transmitters in their jurisdictions, particularly following the high- profile failures in 2019 of several national payroll companies. While we maintain that we are not a money services business or money transmitter, the adoption of new, or changes in interpretations of existing, state and federal money transmitter or money services business statutes, or disagreements by regulatory authorities with our interpretation of such statutes or regulations, could subject us to registration or licensing or result in limitations on our business activities until we are appropriately licensed, and such additional regulation and the actions of the regulatory authorities could have a material adverse effect on our results of operations or financial condition. These occurrences could also require changes to the manner in which we conduct some aspects of our business. In addition, should any state or federal regulators make a determination that we have operated as an unlicensed money services business or money transmitter, we could be subject to civil and criminal fines, penalties, costs, legal fees, reputational damage or other negative consequences, which could be material. Further, if we were to be deemed to be subject to other regulatory requirements applicable to other businesses, such as rules or regulations applicable to new services that we may offer such as earned wage access, then we may need to hire additional personnel, incur additional costs in order to maintain compliance, or be subjected to fines, penalties, or other liabilities, which could be material. ~~262023-252024~~ Form 10- K Competition and other developments in the HR services industry may impact our growth and / or profitability. The human resources services industry, including the PEO industry, is highly fragmented. Many PEOs have limited operations and fewer than 2, 500 WSEEs, but there are several industry participants that are comparable to our size or larger. We also encounter competition from “ fee for service ” companies such as payroll processing firms, insurance companies, human resources consultants and human resources technology solutions as well as cloud- based self- service bundled human resources offerings. Our competitors include the PEO divisions of large business services companies, such as Automatic Data Processing, Inc. and Paychex, Inc., and other national PEOs such as TriNet Group, Inc., Vensura, and Rippling. In many cases, these competitors offer a reduced service PEO offering at a lower price than our PEO HR Outsourcing Solutions. We expect that as the PEO industry grows and its regulatory framework becomes better established, well organized competition with greater resources than we have may enter the PEO market, possibly including large “ fee for service ” companies currently providing a more limited range of services. In addition, competitors may be able to offer or develop new technology- based lower service models that may require us to make substantial investments in order to effectively compete. We offer a lower priced reduced service level PEO offering referred to as Workforce Synchronization in response to certain middle market client needs and the evolving PEO marketplace. As of December ~~2023-2024~~, approximately ~~14-15~~% of our WSEEs were co- employed by Workforce Synchronization clients. In the event we were to experience a significant increase in the number of clients using the Workforce Synchronization offering or increased pricing pressures in the PEO marketplace without corresponding reductions in operating costs, our operating margins may decline, which could have a material adverse impact on our financial condition or results of operations. Technology Risks Evolving regulations, market trends and client expectations require us to constantly enhance and

expand our service and technology offerings. The HR services industry is experiencing rapid technological advances to meet client expectations and expanding regulations. As new regulations are adopted, we must modify our systems to address these changes in the law, such as our recent efforts to implement the assistance provided to businesses and employees under the Covid Relief Programs and Secure 2.0 Act of 2022. In order to make these types of modifications, we may be required to reallocate resources, potentially resulting in delays to planned competitive improvements to our systems. If we do not successfully or timely deploy these types of modifications, we may be unable to comply with regulations, which could subject us to penalties, damage our reputation or result in decreased sales. Further, in order to effectively compete in this environment, we must identify and predict trends, and adapt our technology and service offerings accordingly. In addition, as a larger portion of our client base falls within the middle market segment, we must also develop different technology and services to meet the more complex needs and demands of this key group. These efforts require us to devote substantial resources to develop new functionality, or to integrate third- party solutions, into our offerings. If we fail to respond successfully to these developments or we make investments in enhancements that are not accepted by the market, then the demand for our solutions and services may diminish. Disruptions of our information technology systems could damage our reputation and materially disrupt our business operations. Many of the HR services offerings we provide to clients are conducted through a technology infrastructure using both internally developed and purchased commercial software, a wide variety of hardware infrastructure technologies, and a multi- carrier wide area network. The processing of payroll, benefits and other transactions is dependent upon this complex infrastructure, some of which is provided by third- party vendors. We must manage all of these systems, and are dependent on third parties to manage the systems that we obtain from them, including any upgrades, replacements or enhancements, to ensure that they continue to support our services. For example, **in connection with our strategic partnership with Workday, Inc. (“ Workday ”)**, we are currently working ~~on a multi- year project to~~ **develop a joint solution** ~~replace our sales force automation system and our customer relationship management (“ CRM ”) system with a single CRM~~ **Workday that requires integrations with third parties and with our proprietary systems for our PEO HR Outsourcing solution** ~~Solutions to be used widely across the company~~. We **also** continue to monitor and make changes to our proprietary system for our PEO HR Outsourcing Solutions for compliance and modernization. Any delays or failures resulting from network outages; planned upgrades, enhancements, or replacements of software, hardware, or other systems, including in connection with our ~~CRM replacement~~ **project with Workday** or any updated for compliance and modernization of systems; or other data processing disruptions, even for a brief period of time, could result in our inability to timely process transactions. The speed with which we, or third- party vendors, are able to address significant cybersecurity incidents may be influenced by the cooperation of certain government agencies. We may also ~~262024 Form 10- K~~ incur significant costs in the future to ~~272023 Form 10- K~~ protect against damage or disruptions that could be caused by cybersecurity incidents. If such failures cause us to not meet client service expectations or to breach our obligations to our clients, we may lose existing clients, have difficulty attracting new clients, incur regulatory penalties or liability to our clients, or suffer other financial losses, which may have a material adverse effect on our business and financial condition. We could be subject to reduced revenues, increased costs, liability claims, or harm to our competitive position as a result of data theft, cyberattacks or other security vulnerabilities. In connection with our offerings, we collect, use, transmit and store large amounts of personal and business information about our WSEEs, employees paid under our traditional payroll solution, and clients, including payroll information, personal and business financial data, social security numbers, bank account numbers, tax information and other sensitive personal and business information. Attacks on information technology systems continue to grow in frequency and sophistication **(including the use of emerging artificial intelligence technologies)**, and we and our third- party vendors are targeted by unauthorized parties using malicious tactics, code and viruses. Hardware or applications we develop or procure from third- party vendors may contain defects in design or other problems that could unexpectedly compromise the confidentiality, integrity or availability of data or our systems. Because the techniques used to obtain unauthorized access and disable or sabotage systems change frequently and may be difficult to detect for long periods of time, we and our third- party vendors may be unable to anticipate these techniques or implement adequate preventive measures. Further, ~~our~~ **increased reliance by us and our clients** ~~on remote~~ **workforces** ~~access to our information systems as our employees work remotely~~ impacts our control over cybersecurity protection and service stability and performance, which increases our exposure to cybersecurity and privacy issues. As these threats continue to evolve, we may be required to invest significant additional resources to modify and enhance our information security and controls or to investigate and remediate any security vulnerabilities. We have limited ability to monitor the implementation of similar safeguards by our vendors and do not have the ability to monitor such implementation by our clients or their employees, including WSEEs. In addition, our services also involve the use and disclosure of personal and business information to us that could be used by a malicious party to commit identity theft or otherwise gain access to the data or funds of our clients or their employees, including WSEEs. If any person, including any corporate employee **or WSEE**, misappropriates or misuses such funds, documents or data, we may have liability for damages, and our reputation could be substantially harmed and we may have other liabilities that could have a material adverse effect on our business. Any cyberattack, unauthorized intrusion, malicious software infiltration, network disruption, denial of service attack, ransomware attack, corruption of data, theft of private or other sensitive information, or similar malicious act by a party (including our **corporate employees or WSEEs**), or inadvertent acts or omissions by our vendors or **clients, our own corporate employees or WSEEs**, could result in the loss, disclosure or misuse of confidential or proprietary information, and could have a material adverse effect on our business operations or that of our clients, result in liability or regulatory sanction, or cause a loss of confidence in our ability to serve clients. We may not have adequate insurance coverage to compensate us for losses from a security incident. Accordingly, the impact of a data security incident could have a material adverse effect on our business, results of operations and financial condition. Failure to comply with privacy, data protection and cybersecurity laws and regulations could have a material adverse effect on our reputation, results of operations or financial condition, or have other adverse consequences. We are subject to various laws, rules and regulations relating to the collection,

use, transmission and security and privacy of personal and business information. Most states and the District of Columbia have enacted notification rules that may require notification to regulators, clients or employees in the event of a privacy breach. In addition, new laws and regulations governing data privacy and the unauthorized disclosure of confidential information pose increasingly complex compliance challenges and potentially elevate our costs. It is possible that these laws and regulations may be interpreted and applied in a manner that is inconsistent with our data practices. If so, in addition to the possibility of fines, this could result in an order requiring that we change our data practices, which could have a material adverse effect on our business. Complying with these various laws and regulations could cause us to incur substantial costs or require us to change our business practices in a manner adverse to our business. For example, we incurred additional costs and reallocated internal resources in order to comply with the requirements of the California Privacy Rights Act (“ CPRA ”), which amended the California Consumer Privacy Act of 2018 (“ CCPA ”) and became effective on January 1, 2023, which has required us to reallocate additional resources in order to manage compliance in light of the changes implemented by the CPRA. Other states have adopted or are currently contemplating additional privacy requirements. Generally, these laws do not address the coemployment relationship, which requires us to make determinations as to the requirements applicable to our ~~282023-27~~2024 Form 10- K WSEEs and our PEO Outsourcing Solutions clients. The future enactment of similar laws, rules or regulations, or an adverse determination as to the applicability of these laws, rules, or regulations to us, could have a material adverse impact on us through increased costs or restrictions on our businesses and noncompliance could result in regulatory penalties and significant liability. Additionally, any failure by us to comply with these laws and regulations, including as a result of a security or privacy breach, could result in significant penalties and liabilities for us. The failure of third- party providers, such as financial institutions, data centers, or cloud- service providers, could have a material adverse effect on us. In conjunction with providing services to clients, we communicate and rely on financial institutions to electronically transfer funds for the collection of our comprehensive service fee as well as the payment of wages and associated payroll tax withholdings. Communication failures or other failures involving these financial institutions, for any reason, could cause material interruptions to our operations, impact client retention, and result in significant penalties or liabilities to us. We lease hosting facilities for our data centers at two separate facilities with one facility acting as our primary data center. These facilities host the majority of our business applications, telecommunications equipment, information security infrastructure, and network equipment. If our data centers experience any interruptions or outages, and our business continuity plan is delayed or fails, then our operations may be materially impacted, which could result in our failure to meet our obligations to our clients, WSEEs, tax authorities, and / or other vendors, which could damage our reputation, subject us to liability, and have a material adverse effect on our business and financial condition. In addition, some of our systems and services rely upon third- party technology. Examples include, the human capital management system on which our Workforce Acceleration solution is based, the data analytics solution on which our Insperty People Analytics solution is based, and the payroll tax calculation and reporting tools that provide the rates used to calculate payroll taxes for our PEO HR Outsourcing Solutions, among others. **In addition, the joint solution that we are developing with Workday will be based on Workday’ s human capital management solution.** Any failure by these service providers to deliver their services in a timely manner and in compliance with applicable laws could result in material interruptions to our operations; subject us to substantial fines, penalties, and other liabilities; damage our reputation; and result in a loss of clients. **Other Operational Risks** We may not fully realize the anticipated benefits of our strategic partnership and plans to develop a joint solution with Workday, ~~Inc.~~, which could have a material adverse impact on our financial condition or results of operations. We have announced a strategic partnership and ~~are plans to develop~~ **developing** a joint solution with Workday, ~~Inc.~~ (“**The joint solution would involve, among other things, the offering of our PEO services using Workday ’ s human capital management solution, as well as joint marketing and sales efforts. The joint solution also requires integration with other third- party vendors and with our proprietary system for our PEO HR Outsourcing Solutions**”). The success of the strategic partnership and joint solution will depend on many factors, and we may not realize all, or any, of the anticipated benefits. We **have devoted substantial resources and incurred significant costs to develop the joint solution, and expect to continue** to devote substantial resources and **to** incur significant costs ~~to develop the joint solution~~. The strategic partnership and plans to develop a joint solution involve numerous risks, including that we may be unable to complete the development and implementation of the joint solution, or that development and implementation of the joint solution may be more difficult, time-consuming, or costly than expected, **including due to difficulties with integrations with third party vendors**. We may also not receive the expected sales, marketing, and other benefits from the strategic partnership. The full benefit of the strategic partnership requires the cooperation of the two companies on sales, marketing, and technology matters, as well as our ability to successfully integrate and implement the Workday- based solution with our other processes and systems in a manner that allows us to maintain compliance as a professional employer organization and incorporate appropriate financial and management systems and controls. In addition, we may fail to effectively market or sell the joint solution, or there may be less demand than anticipated for the joint solution. The initiatives related to the strategic partnership, including the development of the joint solution, may divert the attention of our technology, service, compliance, marketing, sales, management, and other teams away from our existing business solutions, which could result in the loss of existing or prospective clients or fines, penalties, or other liabilities if our existing business solutions and compliance are disrupted. We may also have conflicts or disagreements with Workday, which could disrupt the strategic partnership, could impact the development of the joint solution, and could lead to termination of the strategic partnership. ~~282024 Form 10- K~~ The occurrence of one or more of these events could result in our failure to achieve anticipated growth or revenues, or require us to devote additional resources to the strategic partnership or the development of the joint solution, **or to lose the investments made relating to the development of the joint solution**, any of which could result in a material adverse effect on our business, financial condition, and results of operations, **as well as reputational damage that could negatively impact our sales and retention efforts**. ~~292023 Form 10- K~~ Failure to integrate or realize the expected return on future product offerings, including through acquisitions, strategic partnerships, and

investments, could have a material adverse impact on our financial condition or results of operations. We have adopted a strategy to market and sell additional solutions within and outside of our PEO HR Outsourcing Solutions. As part of this strategy, periodically we make strategic long- term decisions to partner with **(including as a reseller arrangement)**, invest in and / or acquire new companies, business units or assets in order to offer new or enhanced solutions. Offering new solutions involves a number of risks such as entering markets or businesses in which we have no prior experience and that may be highly regulated; failing to integrate the new solution into our product and service offerings; diversion of technology, service, compliance, marketing, sales, management and other teams from other business concerns; in the case of **a partnership or reseller arrangement, reliance on the service and technology of the third party; in the case of** an investment or acquisition, over- valuation of the targeted business; and litigation or government action resulting from the activities of an acquired company or **of our partner or** from offering the new solution in a non- compliant manner. The occurrence of one or more of these events could result in the loss of existing or prospective clients or employees, not achieving anticipated revenues or profitability, impairment of acquired assets, and substantial liability. Such developments could have a material impact to our **business,** financial condition, results of operations, and future growth rates **, and could also result in reputational damage that could negatively impact our sales and retention efforts.** **302023-292024** Form 10- K OTHER INFORMATION Item 1B. Unresolved Staff Comments. None. Item 1C. Cybersecurity. We recognize the critical importance of developing, implementing, and maintaining a robust cybersecurity risk management, strategy, and governance program in order to safeguard the confidentiality, integrity, and availability of our systems and information. Board Oversight of Cybersecurity Matters Our Board has established oversight mechanisms to help ensure effective governance in managing risks associated with cybersecurity threats. In addition to the updates that our Board receives on cybersecurity matters, the Board’ s Finance, Risk Management and Audit Committee (the “ FRMA Committee ”) is tasked with overseeing enterprise risk management. The FRMA Committee reviews and discusses major risk exposures with management, including cybersecurity risks, and steps management has taken to monitor and control such exposures, including our guidelines and policies concerning risk assessment and management. Management of and Reporting on Cybersecurity Matters Our management assumes responsibility for assessing, identifying, and managing cybersecurity risks, threats, and incidents. In particular, our Senior Vice President of Innovative Technology Solutions (“ SVP- ITS ”) is responsible for our overall technology strategy, including overseeing our information security function and plays a pivotal role in assessing and managing all cybersecurity risks, threats, and incidents. The SVP- ITS reports directly to our President and Chief Operating Officer (“ President and COO ”) and maintains regular dialogue with our President and COO and other key members of our senior management to ensure these individuals are appropriately apprised of our latest cybersecurity posture and developments, such as new threats, incidents, risks, and risk management solutions. Our SVP- ITS prepares reports for each regular Board meeting regarding significant developments in these topics to support the Board in its efforts to have appropriate information to exercise oversight on critical cybersecurity issues. Our current SVP- ITS has decades of experience overseeing leading systems and software development efforts with critical cybersecurity components. The SVP- ITS is supported by dedicated information technology and security personnel and resources, including team members that have numerous cybersecurity certifications. Collectively, these personnel and resources allow us to strategically integrate cybersecurity into our broader risk management framework and decision- making process. We also have an Enterprise Risk Management Steering Committee (the “ ERM Steering Committee ”), which is responsible for formally identifying and evaluating risks that may affect our ability to execute our corporate strategy and fulfill our business objectives, including cybersecurity risks. The ERM Steering Committee is chaired by the Company’ s chief financial officer and includes the Company’ s SVP- ITS, general counsel, internal audit director, and other members of management. The ERM Steering Committee conducts an annual comprehensive risk review of our overall risk profile and analyzes any significant identified risks, including consideration of risks relating to cybersecurity matters, which the ERM Steering Committee then presents and discusses with the FRMA Committee and the entire Board. In addition to the formal annual review, members of the ERM Steering Committee review and provide periodic updates as appropriate regarding our overall risk profile and any significant identified risks to both the FRMA Committee and the entire Board. We have processes in place that we believe are designed to allow our information security team and management to be informed of and monitor the prevention, detection, mitigation, and remediation of cybersecurity risks. These processes include establishing a formal incident response team, penetration testing, system vulnerability scanning, phishing simulations, tabletop exercises, employee security and compliance training, disaster recovery planning, and other exercises to evaluate the effectiveness of our information security program and improve our security measures and planning. **312023-302024** Form 10- K Engagement of Third Parties on Risk Management Recognizing the complexity and evolving nature of cybersecurity threats, we engage with a range of external experts, including cybersecurity consultants and systems auditors, in evaluating and testing our risk management systems. Our collaboration with these third parties includes regular audits, threat and vulnerability assessments, incident response plan design and testing, penetration testing, and consultation on improving our defense- in- depth security posture. Overseeing Third- Party Risk We have processes in place designed to help us identify and oversee cybersecurity risks associated with our use of vendors, service providers, business partners, and other third parties that process our data on our behalf or have access to our systems. These processes include a vendor management policy designed to identify and consider potential risks from third parties as part of the vendor selection process, which considers vendor cybersecurity standards and other factors based on the nature of the services that the vendor will provide. Impact on the Company We have experienced, and may continue to experience, cyber incidents in the normal course of our business. However, prior cybersecurity incidents have not had a material adverse effect on our business, financial condition, results of operations, or cash flows. For further discussion, see Item 1A. “ Risk Factors – Disruptions of our information technology systems could damage our reputation and materially disrupt our business operations ” and Item 1A. “ Risk Factors- We could be subject to reduced revenues, increased costs, liability claims, or harm to our competitive position as a result of data theft, cyberattacks or other security vulnerabilities. ” **322023-312024** Form 10- K PROPERTIES Item 2.

Properties. We believe our current real estate and facilities are adequate for the purposes for which they are intended and provide for further expansion to accommodate our long- term growth and expansion goals. We believe that short- term leased facilities are readily available if needed to accommodate near- term needs if they arise. We will continue to evaluate the need for additional facilities based on the extent of our product and service offerings, the rate of client growth, the geographic distribution of our client base and our long- term service delivery requirements. Corporate Facilities Our corporate headquarters is located in Kingwood, Texas, in a campus- style facility. This 33- acre company- owned office campus includes 700, 000 square feet of office space and approximately 6 acres of undeveloped land for future expansion. Development and support operations are located in the Kingwood facility. We currently lease ~~three~~ **two** hosting facilities, totaling approximately ~~2.1~~ **300** **800** square feet, that are in different locations. The hosting facilities house the majority of our business applications, telecommunications equipment and network equipment. The facilities, located in Allen, Texas ~~, and~~ Austin ~~, Texas, and Bryan~~, Texas, are under lease until 2028 ~~, and~~ 2030 ~~, and~~ 2024, respectively. Service Centers We currently have four regional service centers located in Atlanta, Dallas, Houston and Los Angeles. The Atlanta service center, which currently services approximately ~~35~~ **34** % of our WSEE base, is located in a ~~47~~ **50**, ~~800~~ **600** square foot facility under lease until 2035. The Dallas service center, which currently services approximately 22 % of our WSEE base, is located in a 45, 000 square foot facility under lease until 2031. In addition to the service center operations, the facility also contains sales operations. The Houston service center, which currently services approximately ~~22~~ **23** % of our WSEE base, is located on our corporate campus. The Los Angeles service center, which currently services approximately 21 % of our WSEE base, is located in a 39, 000 square foot facility under lease until 2029. In addition to the service center operations, the facility also contains sales operations. Sales and Service Offices As of December 31, ~~2023~~ **2024**, we had sales and service personnel in 83 facilities located in ~~45~~ **48** sales markets throughout the United States. All of the facilities are leased and some are shared by multiple sales offices and / or client service personnel. As of December 31, ~~2023~~ **2024**, we had ~~98~~ **106** sales offices in these ~~45~~ **48** markets. To take advantage of economic efficiencies, multiple sales offices may share a physical location. Each sales office is typically staffed by ~~seven to nine~~ BPAs, a district sales manager and an office administrator. In addition, we have placed certain client service personnel in a majority of our sales markets to provide high- quality, localized service to our clients in those major markets. We expect to continue placing client service personnel in sales markets as a critical mass of clients is attained in each market. ~~332023~~ **322024** Form 10- K LEGAL PROCEEDINGS Item 3. Legal Proceedings. We are not a party to any material pending legal proceedings other than ordinary routine litigation incidental to our business that we believe would not have a material adverse effect on our financial condition or results of operations, except as discussed in Note 12 to the Consolidated Financial Statements, “ Commitments and Contingencies, ” which is incorporated herein by reference. ~~342023~~ **332024** Form 10- K MINE SAFETY DISCLOSURES Item 4. Mine Safety Disclosures. Not applicable. ~~352023~~ **342024** Form 10- K EXECUTIVE OFFICERS Item S- K 401 (b). Executive Officers of the Registrant. The following table sets forth the names, ages (as of February ~~13~~ **2024** **2025**) and positions of Insperity’ s executive officers: NameAgePositionPaul J. Sarvadi**67**Chairman **Sarvadi**68**Chairman** of the Board & Chief Executive OfficerA. Steve Arizpe**66**President **Arizpe**67**President** & Chief Operating OfficerDouglas S. **Officer**James D. Sharp**62**Executive **Allison**56**Executive** Vice President of Finance, Chief Financial Officer & **Treasurer**Christian **Treasurer**James D. Allison**55**Executive Vice President of Comprehensive Benefits Solutions & Chief Profitability OfficerChristian P. Callens**52**Senior **Callens**53**Senior** Vice President of Legal, General Counsel & Secretary Paul J. Sarvadi has served as Chairman of the Board & Chief Executive Officer since August 2003. Mr. Sarvadi co- founded Insperity in 1986 and served as Vice President and Treasurer of Insperity from its inception in 1986 through April 1987, as Vice President from April 1987 through 1989 and as President and Chief Executive Officer from 1989 to August 2003. Prior to founding Insperity, Mr. Sarvadi started and operated several small businesses. Mr. Sarvadi has served as President of NAPEO and was a member of its Board of Directors for five years. Mr. Sarvadi was selected as the 2001 National Ernst & Young Entrepreneur Of The Year [®] for service industries. In 2004, he received the Conn Family Distinguished New Venture Leader Award from Mays Business School at Texas A & M University. In 2007, he was inducted into the Texas Business Hall of Fame. A. Steve Arizpe **has served as** ~~as promoted to~~ President & Chief Operating Officer **in** ~~since~~ May 2019 **from**. **He is responsible for providing strategic leadership to sales, marketing, human resources, client services, traditional employment solutions and information technology to drive growth, customer satisfaction and client retention. Mr. Arizpe joined Insperity in 1989 as Houston Sales Manager. Since the then position, he has served in various roles, including Regional Sales Manager, National Sales Manager, Vice President of Sales, and** Executive Vice President of Client Services **and** Chief Operating Officer, which he had held since August 2003. He joined Insperity in 1989 and has served in a variety of roles prior to those positions, including ~~Houston Sales Manager, Regional Sales Manager and Vice President of Sales~~. Prior to joining Insperity, Mr. Arizpe served in sales and sales management roles for NCR Corporation and Clarke- American. He has also served as a director of the Texas Chapter of NAPEO, on the board of CultureShapers, an organization devoted to area high school students pursuing their interests in the visual and performing arts, **and** on the board of the Cynthia Woods Mitchell Pavilion **and Somebody Cares America, a nonprofit organization that engages in disaster response, compassions outreach and leadership development**. Mr. Arizpe ~~graduated~~ **earned his Bachelor’ s degree in Business Management** from Texas A & M University ~~in~~ **1979**, earning his degree in Business Management. he currently serves as director of Somebody Cares America, a nonprofit organization that engages in disaster response, compassionate outreach and leadership development. Douglas S. Sharp has served as Executive Vice President of Finance, Chief Financial Officer & Treasurer since May 2022. He served as Senior Vice President of Finance, Chief Financial Officer and Treasurer from May 2008 to May 2022. He served as Vice President of Finance, Chief Financial Officer and Treasurer from August 2003 until May 2008. Mr. Sharp joined Insperity in January 2000 as Vice President of Finance and Controller. From July 1994 until he joined Insperity, he served as Chief Financial Officer for Rimkus Consulting Group, Inc. Prior to that, he served as Controller for a small publicly held company; as Controller for a software company; and as an Audit Manager for Ernst & Young LLP. Mr. Sharp has served as a member of the Accounting

Practices Committee of NAPEO. Mr. Sharp is also a certified public accountant. James D. Allison has served as Executive Vice President of **Finance, Chief Financial Officer & Treasurer since November 2024. He previously served as Executive Vice President of Comprehensive Benefits Solutions & and Chief Profitability Officer since from May 2023 until his promotion to the current position.** Mr. Allison joined Insperity in 1997 and has held positions **various roles** of **increased-increasing** responsibility **in the**, including **Manager of Financial Reporting, Director of Accounting, Managing Director of Planning and Analysis, Managing Director of Finance finance department until 2011. In that same year**, and **he was promoted to** Senior Vice President of Pricing and Cost Analysis. In May 2018, **he Mr. Allison** was promoted to Senior Vice President of Gross Profit Operations and **assumed responsibilities for the Company's gross profit drivers, including pricing, benefit plans and workers' compensation programs. He** served in **such this** capacity until his subsequent promotion to Executive Vice President of Gross Profit Operations in May 2022. Mr. Allison has served on the Accounting Practices Committee of NAPEO and, prior to joining Insperity, he worked in the audit practice of Ernst & Young LLP. Mr. Allison earned his Bachelor of Business Administration and Master in Professional Accounting degrees from **the The** University of Texas **at Austin** and is a certified public accountant. Christian P. Callens has served as Senior Vice President of Legal, General Counsel & Secretary since January 2024. Mr. Callens joined Insperity in January 2014 as Managing Counsel and Assistant Secretary, in which role he led the Transactions and Corporate Law Practice Group. He was promoted to Deputy General Counsel, Managing Counsel & Assistant Secretary in October 2022. Prior to joining Insperity in 2014, Mr. Callens was counsel in the corporate practice of Skadden, Arps, Slate, Meagher & Flom LLP. He also previously held an executive position at a privately-held technology company. Mr. Callens began his legal career as a law clerk for the Honorable John Minor Wisdom of the United States Fifth Circuit Court of Appeals. He holds a Bachelor of Arts degree from The University of Texas at Austin and a Juris **362023 Form 10-K** Doctor degree from Tulane University Law School, where he was senior managing editor of the Tulane Law Review and a member of **The the** Order of the Coif. **372023-352024** Form 10- K STOCK ACTIVITIES PART II Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities. Common Stock Our common stock is traded on the New York Stock Exchange under the symbol "NSP." As of February **13, 2024 2025**, there were **61-60** holders of record of our common stock. This number does not include stockholders for whom shares were held in "nominee" or "street name." Dividend Policy During **2023-2024**, we paid dividends of \$ **89 84.2** million. The payment of dividends is made at the discretion of our Board and depends upon our operating results, financial condition, capital requirements, general business conditions and such other factors as our Board deems relevant. The following table provides information about purchases by Insperity during the three months ended December 31, **2023-2024** of equity securities that are registered by Insperity pursuant to Section 12 of the Exchange Act: Period Total Number of Shares Purchased (1) (2) Average Price Paid per Share Total Number of Shares Purchased Under Announced Program (2) Maximum Number of Shares Available for Purchase under Announced Program (2) 10 / 01 / **2023-2024** — 10 / 31 / **2023-2024** **202498** \$ **98 88** **29 91** — 1, 969-598, **562-559** 11 / 01 / **2023-2024** — 11 / 30 / **2023-2024** **202440, 000** **78. 24** **40, 000** 1, 969-558, **562-559** 12 / 01 / **2023-2024** — 12 / 31 / **2023-2024** **287 116. 2024105, 815** **80** —, **92 105, 795** 1, 969-452, **562-764** Total **407** Total **145, 913** \$ **111 80** **. 34** — **19 145, 795**

(1) During the three months ended December 31, **2023-2024**, **407-118** shares of stock were withheld to satisfy tax- withholding obligations arising in conjunction with the vesting of restricted stock units. The required withholding is calculated using the closing sales price reported by the New York Stock Exchange on the date prior to the applicable vesting date. These shares are not subject to the repurchase program. (2) Our Board of Directors has approved a program to repurchase shares of our outstanding common stock. During the three months ended December 31, **2023-2024**, **no 145, 795** shares were repurchased under the program. **On August 1, 2023, we announced our Board of Directors had authorized an increase of 2, 000, 000 shares that may be repurchased under the program.** As of December 31, **2023-2024**, we were authorized to repurchase an additional 1, 969-452, **562-764** shares under the program. Unless terminated earlier by resolution of our Board, the repurchase program will expire when we have repurchased all shares authorized for repurchase under the repurchase program. **382023-362024** Form 10- K Performance Graph The following graph compares our cumulative total stockholder return since December 31, **2018-2019**, with the S & P Smallcap 600 Index, the S & P Midcap 400 Index, and the S & P Composite 1500 – Human Resource & Employment Services Index. The graph assumes that the value of the investment in our common stock and each index (including reinvestment of dividends) was \$ 100 on December 31, **2018-2019**. COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN * Among Insperity, Inc., the S & P Smallcap 600 Index, the S & P Midcap 400 Index and the S & P Composite 1500 – Human Resource and Employment Services Index * \$ 100 invested on 12 / 31 / **18-19** in Insperity stock or in the specified index, including reinvestment of dividends. Fiscal year ending December 31. Copyright © 2024 Standard & Poor's, a division of S & P Global. All rights reserved. 12 / **18-19** / 1912 / 2012 / 2112 / 2212 / **2312 / 23** Insperity **24** Insperity, Inc. 100. 00 **93-96**, **25-90** **84 145**, **31-135** **44 142**, **62-133** **65 150**, **02-139** **11 101**, **98-83** S & P Smallcap 600 100. 00 **111** **122**, **78-136** **64 173**, **29-145** **141**, **39-168** **13 118**, **73-41** **137. 42** **149. 37** S & P Midcap 400 100. 00 **126-113**, **20-66** **141. 80** **123. 28** **143. 44** **178-54** **163**, **54** **95-155**, **58-181**, **15-S & P Composite 1500 – Human Resource & Employment Services** 100. 00 **122-100**, **79-123** **85 152**, **83-43** **113. 187-** **87 121**, **16-139** **22 143**, **93** **81-148**, **84** This graph shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filing. Item 6. [Reserved]. **392023-372024** Form 10- K MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations. You should read the following discussion in conjunction with our Consolidated Financial Statements and related Notes included elsewhere in this annual report. Historical results are not necessarily indicative of trends in operating results for any future period. The statements contained in this annual report that are not historical facts are forward- looking statements that involve a number of risks and uncertainties. The actual results of the future events described in such forward- looking statements in this annual report could differ materially from those

stated in such forward- looking statements. Among the factors that could cause actual results to differ materially are the risks and uncertainties discussed in Item 1A. Risk Factors and the uncertainties set forth from time to time in our other public reports and filings and public statements. Executive Summary Overview Our long- term strategy is to provide the best small and medium- sized businesses in the United States with our specialized human resources service offering and to leverage our buying power and expertise to provide additional valuable services to clients. Our most comprehensive HR services offerings are provided through our Workforce Optimization® and Workforce Synchronization™ solutions (together, our “PEO HR Outsourcing Solutions”), which encompass a broad range of human resources functions, including payroll and employment administration, employee benefits, workers’ compensation, government compliance, performance management and training and development services, along with our cloud- based human capital management solution, our Insperty Premier™ platform. Our overall operating results can be measured in terms of revenues, gross profit or adjusted EBITDA per WSEE per month. We often use the average number of WSEEs paid during a period as our unit of measurement in analyzing and discussing our results of operations. In addition to our PEO HR Outsourcing Solutions, we offer a comprehensive traditional payroll and human capital management solution, known as our Workforce Acceleration™ solution, our traditional payroll solution. We also offer a number of other business performance solutions, including Recruiting Services, Employment Screening, Retirement Services, and Insurance Services. These other products or services generally are offered only with our other solutions.

2023-2024 Highlights • Average number of WSEEs paid per month ~~increased~~ **decreased 25.8%** to **312-307**, ~~402-261~~. Revenues increased **19.2%** on ~~the~~ **5.8% WSEE growth** and a **3.2%** increase in revenue per WSEE, **partially offset by the 2% decrease in average WSEEs paid**. • We ended **2023-2024** averaging **315-309**, ~~072-093~~ paid WSEEs in the fourth quarter of **2023-2024**, which represents a **2.5% increase** ~~decrease~~ over the fourth quarter of **2022-2023**. ~~We expect the average number of paid WSEEs per month to be between 318, 350 and 321, 500 for the full year 2024, an increase of 2% to 3%.~~ • Approximately **26.1%** and **24.9%** of our average paid WSEEs were in our middle market sector for the years ended December 31, **2024 and 2023** and **2022**, respectively, which is generally defined as companies with 150 to 5, 000 WSEEs. • Gross profit increased **12.5%** to \$ **1.01** billion. The increase was primarily due to **a 3.5% growth increase in gross profit** ~~the average number of WSEEs paid per month~~ **WSEE**, which was partially offset by a **23.1% decrease** ~~decline~~ in **gross profit** ~~the average number of WSEEs paid~~ **per WSEE-month**. Gross profit per WSEE paid per month reflected, in part, a **3.2%** pricing increase offset by a **34.5%** increase in direct costs per WSEE. The increase in direct costs per WSEE was primarily attributable to a **46.6%** increase in benefits costs per participant. • Operating expenses increased **147.5%** in **2023-2024** to \$ **935.818.3** million, and included increases in travel and event costs, salary and wages, and the implementation of ~~a CRM solution~~ **our Workday strategic partnership**. On a per WSEE per month basis, operating expenses increased from \$ **215-219** in **2022-2023** to \$ **219-253** in **2023-2024**. • Net income and diluted earnings per share (“Diluted EPS”) decreased **474.4%** and **463.7%** to \$ **91.171.4** million and \$ **42.4742**, respectively. • ~~Adjusted EBITDA increased 0.4% to \$ 353.6 million.~~ **402023 Form 10-K** • ~~Adjusted net income and adjusted EPS decreased 362.0% and 35% to \$ 135.211.7 million and \$ 3.58, respectively.~~ • **Adjusted EPS-EBITDA decreased 241.3% to \$ 5-270 million.** **52-382024 Form 10- K** • **Our net income per WSEE per month decreased 46% from \$ 46 in 2023 to \$ 25 in 2024.** • Our adjusted EBITDA per WSEE per month decreased **226.0%** from \$ **100-94** in **2022-2023** to \$ **94-73** in **2023-2024**. • We ended **2023-2024** with working capital of \$ **155.159.0** million. • During **2023-2024**, we paid \$ **89.84.2** million in dividends, repurchased approximately **697.1,259,000** shares of our common stock at a cost of \$ **63.131.5** million and paid \$ **38.40.1** million in capital expenditures. Please read “Non-GAAP Financial Measures” for a reconciliation of adjusted EBITDA, adjusted net income, and adjusted EPS to their most directly comparable financial measures calculated and presented in accordance with accounting principles generally accepted in the United States (“GAAP”). We account for our revenues in accordance with Accounting Standards Codification (“ASC”) 606, Revenue from Contracts with Customers. Our PEO HR Outsourcing Solutions gross billings to clients include the payroll cost of each WSEE at the client location and a markup computed as a percentage of each WSEEs payroll cost. We invoice the gross billings concurrently with each periodic payroll of our WSEEs. Revenues, which exclude the payroll cost component of gross billings, and therefore, consist solely of the markup, are recognized ratably over the payroll period as WSEEs perform their service at the client worksite. This markup includes pricing components associated with our estimates of payroll taxes, benefits and workers’ compensation costs, plus a separate component related to our HR services. Revenues that have been recognized but not invoiced represent unbilled accounts receivable included in accounts receivable, net on our Consolidated Balance Sheets. Our revenues are primarily dependent on the number of clients enrolled, the resulting number of WSEEs paid each period and the number of WSEEs enrolled in our benefit plans. Because our total markup is computed as a percentage of payroll cost, certain revenues are also affected by the payroll cost of WSEEs, which may fluctuate based on the composition of the WSEE base, inflationary effects on wage levels and differences in the local economies of our markets. Direct Costs The primary direct costs associated with revenue- generating activities for our PEO HR Outsourcing Solutions are: • employment-related taxes (“payroll taxes”) • costs of employee benefit plans • workers’ compensation costs Payroll taxes consist of the employer’s portion of Social Security and Medicare taxes under FICA, federal unemployment taxes and state unemployment taxes. Payroll taxes are generally paid as a percentage of payroll cost. The federal unemployment tax rates are defined by federal regulations. State unemployment tax rates are subject to claim histories and vary from state to state. Employee benefits costs are comprised primarily of health insurance premiums and claims costs (including dental and pharmacy costs), but also include costs of other employee benefits such as life insurance, vision care, disability insurance, education assistance, adoption assistance, a flexible spending account program and an employee well- being program. Workers’ compensation costs include administrative and risk charges paid to the insurance carrier, and claims costs, which are driven primarily by the frequency and severity of claims. Our gross profit per WSEE is primarily determined by our ability to accurately estimate ~~and control~~ direct costs and our ability to incorporate changes in these costs into the gross billings charged to PEO HR Outsourcing Solutions clients, which are subject to pricing arrangements that are typically renewed annually. We use gross profit per WSEE per month

as our principal measurement of relative performance at the gross profit level. ~~412023~~ **392024** Form 10- K Operating Expenses

- Salaries, wages and payroll taxes — Salaries, wages and payroll taxes (“salaries”) are primarily a function of the number of corporate employees, their associated average pay and any additional cash incentive compensation. Our corporate employees include client services, sales and marketing, benefits, legal, finance, information technology, administrative support personnel and those associated with our other products and services.
- Stock- based compensation — Our stock- based compensation relates to the recognition of non- cash compensation expense over the requisite service period of time- ~~vested-based~~ **and** performance- based incentive plan awards.
- Commissions — Commissions expense consists primarily of amounts paid to sales managers and other sales personnel, including BPAs as well as channel referral fees. Commissions are based on new accounts sold and a percentage of revenue generated by such personnel.
- Advertising — Advertising expense primarily consists of media advertising and other business promotions in our current and anticipated sales markets, including the Insperity Invitational™ presented by UnitedHealthcare® sponsorship.
- General and administrative expenses — Our general and administrative expenses primarily include:
 - rent expenses related to our service centers and sales offices
 - outside professional service fees related to legal, consulting and accounting services
 - administrative costs, such as postage, printing and supplies
 - employee travel and training expenses
 - facility costs, including repairs and maintenance
 - technology costs, including software- as- a- service (“SaaS”) subscription costs **and**, amortization of SaaS implementation costs, **and costs associated with the development and implementation of the Workday joint solution.**
- Depreciation and amortization — Depreciation and amortization expense is primarily a function of our capital investments in corporate facilities, service centers, sales offices, software development and technology infrastructure.

Other Income (Expense) Other income (expense) includes interest charges incurred in connection with borrowings under our credit facility and interest income earned on our cash, cash equivalents, marketable securities, restricted cash and deposits. Please read “ — Liquidity and Capital Resources ” for additional information. Income Taxes Our provision for income taxes typically differs from the U. S. statutory rate of 21 %, due primarily to state income taxes, non- deductible expenses, vesting of equity awards and various tax credits. Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities used for financial reporting purposes and the amounts used for income tax purposes. Significant items resulting in deferred income taxes include prepaid assets, accruals for workers’ compensation expenses, stock- based compensation, software development costs, accrued incentive compensation, operating lease assets and liabilities and depreciation. Changes in these items are reflected in our financial statements through a deferred income tax provision. Please read Note 7 to the Consolidated Financial Statements, “ Income Taxes, ” for additional information. The discussion and analysis of our financial condition and results of operations is based upon our Consolidated Financial Statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires **402024 Form 10- K** our management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and ~~422023 Form 10- K~~ expenses, and related disclosure of contingent assets and liabilities. On an ongoing basis, we evaluate these estimates, including those related to health and workers’ compensation insurance claims experience, client bad debts, income taxes, property and equipment, goodwill and other intangibles, and contingent liabilities. We base these estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates. We believe the following accounting policies are critical and / or require ~~significant~~ judgments and estimates used in the preparation of our Consolidated Financial Statements:

- Benefits costs — We provide group health insurance coverage under a single- employer plan that covers both our WSEEs in our PEO HR Outsourcing Solutions and our corporate employees and utilizes a national network of carriers including United, UnitedHealthcare of California, Kaiser Permanente, Blue Shield of California, HMSA BlueCross BlueShield of Hawaii, **and Tufts (known as Harvard Pilgrim Health Care, formerly known as Tufts (HPHC) beginning in 2024)**, all of which provide fully insured policies or service contracts. The health insurance contract with United provides the majority of our health insurance coverage. As a result of certain contractual terms, we have accounted for this plan since its inception using a partially self- funded insurance accounting model. Accordingly, we record the costs of the United plan, including an estimate of the incurred claims, taxes and administrative fees (collectively the “ Plan Costs ”), as benefits expense in the Consolidated Statements of ~~Income and Comprehensive~~ Income. The estimated incurred but not reported claims are based upon: (1) the level of claims processed during the quarter; (2) estimated completion rates based upon recent claim development patterns under the plan; and (3) the number of participants in the plan, including both active and COBRA enrollees. Each reporting period, changes in the estimated ultimate costs resulting from claim trends, plan design and migration, participant demographics and other factors are incorporated into the benefits costs. **Our Effective January 1, 2020, we entered into an arrangement whereby our** financial responsibility **with United** is limited to the first \$ 1 million of paid claims per claimant per year. Additionally, since the plan’ s inception, under the terms of the contract, United establishes cash funding rates 90 days in advance of the beginning of a reporting quarter. If the Plan Costs for a reporting quarter are greater than the premiums paid and owed to United, a deficit in the plan would be incurred and we would accrue a liability for the excess costs on our Consolidated Balance Sheets. On the other hand, if the Plan Costs for the reporting quarter are less than the premiums paid and owed to United, a surplus in the plan would be incurred and we would record an asset for the excess premiums in our Consolidated Balance Sheets. The terms of the arrangement with United require us to maintain an accumulated cash surplus in the plan of \$ 9 -~~0~~ million, which is reported as long- term prepaid insurance. As of December 31, ~~2023~~ **2024**, Plan Costs were more than the net premiums paid and owed to United by \$ ~~23.5~~ million. As this amount is less than the agreed- upon \$ 9 -~~0~~ million surplus maintenance level, the \$ ~~14.32.5~~ million difference is included in accrued health insurance costs, a current liability, in our Consolidated Balance Sheets. In addition, the premiums owed to United at December 31, ~~2023~~ **2024**, were **less than \$ 1.6.5** million, which is also included in accrued health insurance costs, a current liability, on our Consolidated Balance Sheets. We believe that recent claim development patterns are representative of incurred but not reported claims costs during the

reporting period. The estimated completion rate used to compute incurred but not reported claims involves a significant level of judgment. Accordingly, an increase (or decrease) in the completion rate used to estimate the incurred claims would result in an increase (or decrease) in benefits costs and net income would decrease (or increase) accordingly. The following table illustrates the sensitivity of changes in the completion rate on our estimate of total benefits costs of \$ 3. 0 billion in **2023-2024**: Change in Completion Rate Change in Benefits Costs (in **thousands millions**) Change in Net Income (in **thousands millions**) (2. 5) % \$ (**31 29,871**) \$ 22 ,744 (1. 0) % (**12 11,948**) 9 ,098 1. 0 % **12 11,948** (9 ,098) 2. 5 % **31 29,871** (22 ,744) 432023-412024

Form 10- K • Workers' compensation costs — Since 2007, our workers' compensation coverage has been provided through an arrangement with Chubb. The Chubb Program is fully insured in that Chubb has the responsibility to pay all claims incurred under the policy regardless of whether we satisfy our responsibilities. Under the Chubb Program for claims incurred on or before September 30, 2019, we have financial responsibility to Chubb for the first \$ 1 million layer of claims per occurrence and, for claims over \$ 1 million, up to a maximum aggregate amount of \$ 6 million per policy year for claims that exceed \$ 1 million. Effective for claims incurred on or after October 1, 2019, we have financial responsibility to Chubb for the first \$ 1. 5 million layer of claims per occurrence and, for claims over \$ 1. 5 million, up to a maximum aggregate amount of \$ 6 million per policy year for claims that exceed \$ 1. 5 million. Because we bear the financial responsibility for claims up to the levels noted above, such claims, which are the primary component of our workers' compensation costs, are recorded in the period incurred. Workers' compensation insurance includes ongoing health care and indemnity coverage whereby claims are paid over numerous years following the date of injury. Accordingly, the accrual of related incurred costs in each reporting period includes estimates, which take into account the ongoing development of claims and therefore requires judgment. We utilize a third- party actuary to estimate our loss development rate, which is primarily based upon the nature of WSEEs' job responsibilities, the location of WSEEs, the historical frequency and severity of workers' compensation claims, and an estimate of future cost trends. Each reporting period, changes in the actuarial assumptions resulting from changes in actual claims experience and other trends are incorporated into our workers' compensation claims cost estimates. During the years ended December 31, **2024 and 2023 and 2022**, we reduced accrued workers' compensation costs by \$ **32 million and \$ 33 .5 million and \$ 42.2 million**, respectively, for changes in estimated losses related to prior reporting periods. Workers' compensation cost estimates are discounted to present value at a rate based upon the U. S. Treasury rates that correspond with the weighted average estimated claim payout period (the average discount rate was 4. 3 % in **both 2024 and 2023 and 2.9 % in 2022**) and are accreted over the estimated claim payment period and included as a component of direct costs in our Consolidated Statements of **Income and Comprehensive Income**. Our claim trends could be greater than or less than our prior estimates, in which case we would revise our claims estimates and record an adjustment to workers' compensation costs in the period such determination is made. If we were to experience any significant changes in actuarial assumptions, our loss development rates could increase (or decrease), which would result in an increase (or decrease) in workers' compensation costs and a resulting decrease (or increase) in net income reported in our Consolidated Statements of **Income and Comprehensive Income**. The following table illustrates the sensitivity of changes in the loss development rate on our estimate of workers' compensation costs totaling \$ **75 74.1 million** in **2023-2024**: Change in Loss Development Rate Change in Workers' Compensation Costs (in **thousands millions**) Change in Net Income (in **thousands millions**) (5. 0) % \$ (**4**) \$ **3 (-,926)** \$ 2 ,987. 5) % (2. 5) % (-1 ,963) 1,494 2. 5 % **2 (-1 ,963** (-1,494) 5. 0 % **4 (-3 ,926** (-2,987) At the beginning of each policy period, the workers' compensation insurance carrier establishes monthly funding requirements comprised of premium costs and funds to be set aside for payment of future claims (" claim funds "). The level of claim funds is primarily based upon anticipated WSEE payroll levels and expected workers' compensation loss rates, as determined by the insurance carrier. Monies funded into the program for incurred claims expected to be paid within one year are recorded as restricted cash, a short- term asset, while the remainder of claim funds are included in deposits, a long- term asset in our Consolidated Balance Sheets. In **2023-2024**, we received \$ **39 46.3 million** for the return of excess claim funds related to the workers' compensation program, which decreased deposits – workers' compensation. As of December 31, **2023-2024**, we had restricted cash of \$ **69 57.4 million** and deposits – workers' compensation of \$ **178 198.2 million**. We have estimated and accrued \$ **204 220.3 million** in incurred workers' compensation claim costs as of December 31, **2023-2024**. Our estimate of incurred claim costs expected to be paid within one year is recorded as accrued workers' compensation costs and is included in short- term liabilities, while our estimate of incurred claim costs expected to be paid beyond one year is included in long- term liabilities in our Consolidated Balance Sheets. **442023-422024** Form 10- K New Accounting Pronouncements We believe that we have implemented the accounting pronouncements with a material impact on our financial statements and do not believe there are any new or pending pronouncements that will materially impact our financial position or results of operations. Please read Note 1 to the Consolidated Financial Statements, " Accounting Policies, " for additional information. **452023-Form 10-K** Key Financial and Statistical Data (in **thousands millions**, except per share, WSEE, and statistical data) Year Ended December 31, % **Change 2023 2022 2021 2020 2019** **Change 2024 2023 2022 2021 2020** **v2022 2022 v2023 2023 v2021** Financial **v2022** Financial data: Revenues (1) \$ 6, 485-**581 \$ 6, 871-486** \$ 5, 939 1 % 938, 818 \$ 4, 973, 070 9. 2 % 19. 4 % Gross profit1, **052 036, 803-1, 037 1, 011 1**, 233-820, 102 2. 5 % 23. 3 % Operating **expenses 935 818 761 14** expenses 818, 254-760, 994-646, 773-7. 5 % 17. 7 % Operating **income 218- income 117 219**, 549-250 (47) % , 239-173, 329 (12. 7) % 44. 4 % Other income (expense), **net 9 6**, 529 (4, 814) (5 ,011) **50 235.6 % 220 (3.9) %** Net **income 171-- income 91 171**, 382-179 (47) % , 350-124, 080 (4. 4) % 44. 5 % Diluted **EPS 4- EPS 2. 42 4**, 47 4. 64 3. 18 (46 3. 7) % 45. 9 (4) % Non- GAAP financial measures (2): Adjusted net income \$ **135 211, 735 \$ 212 215, 947 \$ 154, 026 216 (36) %** (2. 0) % 40. 2 % Adjusted **EBITDA 270 354** EBITDA 353, 630-352 (-, 295-254- 24), 946 0. 4 % **1 38.2 %** Adjusted **EPS 5- EPS 3. 58 5**, 52 5. 59 3. 95 (35) % (1. 3) % 41. 5 % Average WSEEs **paid 312- paid 307, 261 312**, 102 295, 005 (2) 250, 745 5. 8 % **6 17.7 %** Statistical data (per WSEE per month): Revenues (3) \$ 1, **785 \$ 1, 732 \$ 1, 678 \$ 1, 653-3** % 3 % **Gross profit 285 277 286 3 % (3) %** Operating **expenses 253 219 215 16 %** 2 % 1. 5 % **Operating income 32 58 71 (45) %** Gross profit 277 286 273 (3. 1) % 4. 8 % Operating **expenses 219 215 215 1. 9 %** — Operating **income 58 71 58 (18. 3) %** 22. 4 % Net **income 46- income 25 46** 51 41 (46

9.8%) % 24.4% (10) % Adjusted EBITDA (2) 73.94 100 85 (22) % (6.0) % 17.6%

(1) Revenues are comprised of gross billings less WSEE payroll costs as follows:

Year Ended December 31, (in thousands millions) 2023 2022 2021 Gross billings \$ 43, 752 \$ 43, 141 ; 366 \$ 40, 127 126, 910 \$ 33, 318, 693 Less: WSEE payroll cost 36 cost 37, 171 36, 655, 495 34, 188, 092 28, 345, 623 Revenues \$ 6, 485 581 \$ 6, 871 486 \$ 5, 939 938, 818 \$ 4, 973, 070 (2) Please read “ Non- GAAP Financial Measures ” for a reconciliation of the non- GAAP financial measures to their most directly comparable financial measures calculated and presented in accordance with GAAP. (3) Revenues per WSEE per month are comprised of gross billings per WSEE per month less WSEE payroll costs per WSEE per month as follows: 43 2024 Form 10- K Year Ended December 31, (per WSEE per month) 2023 2022 2021 Gross billings \$ 11, 866 \$ 11, 519 \$ 11, 335 \$ 11, 073 Less: WSEE payroll cost 9 cost 10, 081 9, 787 9, 657 9, 420 Revenues \$ 1, 785 \$ 1, 732 \$ 1, 678 \$ 1, 653 46 2023 Form 10- K Key Operating Metrics We monitor certain key metrics to measure our performance, including: • WSEEs • Adjusted EPS Our growth in the number of WSEEs paid is affected by three primary sources: new client sales, client retention and the net change in WSEEs paid at existing clients through new hires and employee terminations. • During 2023-2024, the average number of WSEEs paid from new client sales and increased 2 % from 2023. Average client retention declined from 83 % in 2023 to 81 % in 2024, while the net gain (loss) change in our client base remained positive, although lower than 2023. • During 2023, the average number of WSEEs paid from new client sales and the net change in our client base declined compared to 2022. Average client retention also declined from 85 % in 2022 to 83 % in 2023. • During 2022, the average number of WSEEs paid from new client sales increased 16.4 % from 2021. Average client retention improved from 82 % in 2021 to 85 % in 2022, while the net gain in our client base continued, at higher than historical levels, although lower than 2021, a period when many clients were rehiring employees as the pandemic conditions improved. Average WSEEs Paid and Year- over- Year Growth Percentage Percentage Net Income (in thousands) Adjusted EBITDA and Year- over- Year Growth Percentage (in thousands millions) Adjusted EPS and Year- over- Year Growth Percentage (amounts per share) 44 2024 Form 10- K Adjusted EBITDA and Year- over- Year Growth Percentage (in millions) Adjusted EPS and Year- over- Year Growth Percentage (amounts per share) 2024 Compared to 2023 Our revenues for 2024 were \$ 6.6 billion, an increase of 1 %, primarily due to the following: • Revenues per WSEE per month increased 3 %, or \$ 53, partially offset by a 2 % decrease in average WSEEs paid. 2023 Compared to 2022 Our revenues for 2023 were \$ 6.5 billion, an increase of 9.2 %, primarily due to the following: • Average WSEEs paid increased 6.5-8 %. • Revenues per WSEE per month increased 3.2 %, or \$ 54. 47 2023 45 2024 Form 10- K 2022 Compared to 2021 Our revenues for 2022 were \$ 5.9 billion, an increase of 19.4 %, primarily due to the following: • Average WSEEs paid increased 17.7 %. • Revenues per WSEE per month increased 1.5 %, or \$ 25. We provide our PEO HR Outsourcing Solutions to small and medium- sized businesses throughout the United States. PEO HR Outsourcing Solutions revenue distribution by region follows: PEO HR Outsourcing Solutions Revenue by Region Note: Texas is included in the Southwest region. The percentage of total PEO HR Outsourcing Solutions revenues in our significant markets include the following: Significant Markets 48 2023 Form 10- K In determining the pricing of the markup component of our gross billings, we take into consideration our estimates of the costs directly associated with our WSEEs, including payroll taxes, benefits and workers’ compensation costs, plus an acceptable gross profit margin. As a result, our operating results are significantly impacted by our ability to accurately estimate our direct costs relative to the revenues derived from the markup component of our gross billings. 46 2024 Form 10- K Our gross profit per WSEE is primarily determined by our ability to accurately estimate direct costs and our ability to incorporate changes in these costs into the gross billings charged to PEO HR Outsourcing Solutions clients, which are subject to pricing arrangements that are typically renewed annually. We use gross profit per WSEE per month as our principal measurement of relative performance at the gross profit level. Gross Profit and Year- over- Year Growth Percentage (in thousands millions) Gross Profit per WSEE per Month and Year- over- Year Growth Percentage (per WSEE per month) Our pricing objectives attempt to achieve a level of revenue per WSEE that matches or exceeds changes in primary direct costs and operating expenses. Our revenues per WSEE per month increased \$ 54 53 due to higher average pricing of 3 %. 2022. The net increase decrease in direct costs between 2022-2024 and 2021-2023 attributable to the changes in cost estimates for benefits and workers’ compensation totaled \$ 15 6.7 million as discussed below. The \$ 12 45 per WSEE per month increase in direct costs is due primarily to the direct cost component changes as follows: • The cost of group health insurance and related employee benefits decreased \$ 9 per WSEE per month, but increased \$ 20 per WSEE per month, or 4.2 3 % on a cost per covered employee basis. • The percentage of WSEEs covered under our health insurance plans was 64 % in 2024 compared to 65.4 % in 2022-2023 compared to 67.0 % in 2021. • Reported results include changes in estimated claims run- off related to prior periods, which was an increase decrease in costs of \$ 29 12.1 million, or \$ 8 per WSEE per month, in 2024 compared to a decrease in costs of \$ 13 million, or \$ 3 per WSEE per month, in 2022-2023 compared to. Please read “ — Critical Accounting Policies and Estimates — Benefits costs Costs ” of \$ 4.9 million, or for \$ 2 per WSEE per month, in 2021 a discussion of our accounting for health insurance costs. Our continued discipline around our client selection, workplace safety and claims management contributed to the reduction in our cost per WSEE and, as a result, has allowed for claims within our policy periods to be closed out at amounts below our original cost estimates. • Workers’ compensation costs increased 2 %, or \$ 1 per WSEE per month, in 2024 compared to 2023. • As a percentage of non- bonus payroll cost, workers’ compensation costs were 0.24 % in 2024 and 0.23 % in 2023. • We recorded a reduction in workers’ compensation costs of \$ 32 million, or 0.10 % of non- bonus payroll costs, in 2024 compared to a reduction of \$ 33 million, or 0.11 % of non- bonus payroll costs, in 2023, primarily as a result of closing out claims at lower than expected costs. 47 2024 Form 10- K Please read “ — Critical Accounting Policies and Estimates — Workers’ Compensation Costs ” for a discussion of our accounting for workers’ compensation costs. Payroll tax costs • Payroll taxes increased 2 % on a 1 % increase in payroll costs, or \$ 24 per WSEE per month. • Payroll taxes as a percentage of payroll costs increased to 7 % in 2024 compared to 6 % in 2023. The net decrease in direct costs between 2023 and 2022 attributable to the changes in

cost estimates for benefits and workers' compensation totaled \$ 16 .4 million as discussed below. The \$ 63 per WSEE per month increase in direct costs is due primarily to the direct cost ~~components-~~ **component** changes as follows: • The cost of group health insurance and related employee benefits increased \$ 44 per WSEE per month, or **7 6.6%** on a cost per covered employee basis. • The percentage of WSEEs covered under our health insurance plans was **65 .0%** in **both 2023 and compared to 65.4% in 2022.** • Reported results include changes in estimated claims run-off related to prior periods, which was a decrease in costs of \$ 13 .0 million, or \$ 3 per WSEE per month, in 2023 compared to an increase in costs of \$ 12 .1 million, or \$ 3 per WSEE per month, in 2022. ~~Please read "Critical Accounting Policies and Estimates - Benefits Costs" for a discussion of our accounting for health insurance costs.~~ **492023 Form 10-K** Our continued discipline around our client selection, workplace safety and claims management contributed to the small increase in our cost per WSEE and, as a result, has allowed for claims within our policy periods to be closed out at amounts below our original cost estimates. • Workers' compensation costs increased **12 .1%**, or \$ 1 per WSEE per month, in 2023 compared to 2022. • As a percentage of non- bonus payroll cost, workers' compensation costs were **0.23 %** in both 2023 and 2022. • We recorded a reduction in workers' compensation costs of \$ 33 .5 million, or **0.11 %** of non- bonus payroll costs, in 2023 compared to a reduction of \$ 42 .2 million, or **0.14 %** of non- bonus payroll costs, in 2022, primarily as a result of closing out claims at lower than expected costs. ~~Please read "Critical Accounting Policies and Estimates - Workers' Compensation Costs" for a discussion of our accounting for workers' compensation costs.~~ **Payroll tax costs** • Payroll taxes increased **8.9 %** on a **7 .2%** increase in payroll costs, or \$ 18 per WSEE per month. • Payroll taxes as a percentage of payroll costs **increased to 6.5 % in....., workers' compensation costs in 2022** were **0.23 %** compared to **0.29 %** in 2021. • As a result of closing out claims incurred in prior periods at lower than expected costs, we recorded a reduction in workers' compensation costs of \$ 42.2 million, or **0.14 %** of non- bonus payroll costs, in 2022 compared to a reduction of \$ 41.7 million, or **0.18 %** of non- bonus payroll costs, in 2021. The 2022 period costs include the impact of a **2.9 %** discount rate used to accrue workers' compensation loss claims, compared to a **0.6 %** discount rate used in **both the 2021 period.** **502023-- 2023 Form 10-K** • Payroll taxes increased **23.0 %** on an **and 20.6 %** increase in payroll costs, or \$ 27 per WSEE per month. • Payroll taxes as a percentage of payroll costs increased to **6.4 %** in 2022 compared to **6.482024 3%** in 2021. **512023-Form 10- K** The following table presents certain information related to our operating expenses: Year Ended December 31, per WSEE (in thousands **millions, except per WSEE)** **20242023 % Change20242023 % Change**

Category	2024	2023	% Change
Salaries	\$ 521	\$ 461	13 %
Stock-based compensation	\$ 141	\$ 123	15 %
Commissions	\$ 61	\$ 53	15 %
Advertising	\$ 38	\$ 37	3 %
General and administrative	\$ 110	\$ 100	10 %
Depreciation and amortization	\$ 44	\$ 43	2 %
Total operating expenses	\$ 935	\$ 818	14 %
Operating expenses for 2024	\$ 935	\$ 818	14 %
Operating expenses for 2023	\$ 818	\$ 219	16 %
Salaries of corporate and sales staff for 2024	\$ 521	\$ 461	13 %
Stock-based compensation expense for 2024	\$ 61	\$ 53	15 %
Commissions	\$ 47	\$ 46	46 %
Advertising	\$ 37	\$ 37	0 %
General and administrative	\$ 177	\$ 177	0 %
Depreciation and amortization	\$ 42	\$ 43	1 %
Total operating expenses	\$ 818	\$ 761	7 %
Operating expenses for 2023	\$ 818	\$ 219	7 %
Operating expenses for 2023	\$ 818	\$ 219	7 %
Salaries of corporate and sales staff for 2023	\$ 461	\$ 461	0 %
Stock-based compensation expense for 2023	\$ 53	\$ 53	0 %
Commissions	\$ 47	\$ 46	46 %
Advertising	\$ 37	\$ 37	0 %
General and administrative	\$ 177	\$ 177	0 %
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Stock-based compensation expense for 2023</			

expense in thousands, except per WSEE-) **was net income of** 20222021-% Change20222021-% ChangeSalaries-\$ 430,945-\$ 379,171-13.7% \$ 122 \$ 126(3.2)% Stock-based compensation50,080 40,623-23.3% 14 14 — Commissions45,672 34,922-30.8% 13 12-8.3% Advertising37,503 29,097-28.9% 11 10-10.0% General and administrative156,134 124,413-25.5% 44 40-10.0% Depreciation and amortization40,660 38,547-5.5% 11 13(15.4)% Total operating expenses \$ 760,994 \$ 646,773-17.7% \$ 215 \$ 215 — Operating expenses for 2022 increased 17.7% to \$ 761.0 million compared to \$ 646.8 million in 2021. Operating expenses remained flat on a per WSEE per month basis compared to 2021. • Salaries of corporate and sales staff for 2022 increased 13.7% to \$ 430.9 million **and**, but decreased \$ **6 million in** 4 on a per WSEE per month basis, compared to 2021 **2024 and** on a 17.7% increase in WSEEs paid per month. The increase was primarily due to a 7.9% increase in corporate headcount, as well as higher incentive compensation accruals in 2022 **2023 , respectively, and net** → Stock-based compensation expense **of** for 2022 increased 23.3% to \$ 50.1 million, but remained flat on a per WSEE per month basis, compared to 2021. The increase was primarily due to awards issued under our long-term incentive and restricted stock unit programs. Please read Note 1 “ Accounting Policies ” and Note 9 “ Incentive Plans, ” to the Consolidated Financial Statements for additional information. • Commissions expense for 2022 increased 30.8% to \$ 45.7 million, or \$ 1 per WSEE per month, compared to 2021. The increase was primarily due to commissions associated with our PEO HR Outsourcing Solutions, including a new incentive program for our BPAs and sales managers, as well as an increase in the amount of sales channel-referral fees paid during 2022. • Advertising expense for 2022 increased 28.9% to \$ 37.5 million , or \$ 1 per WSEE per month, compared to 2021. The increase was primarily due to increases in radio, print and digital advertising and sponsorship costs. • General and administrative expenses for 2022 increased 25. **In** 5% to \$ 156.1 million, or \$ 4 per WSEE per month, compared to 2021 **2024** . The increase was primarily due to increased travel, event and software licensing costs. • Depreciation and amortization expense for 2022 increased 5.5% to \$ 40.7 million, but decreased \$ 2 on a per WSEE per month basis, compared to 2021. The increase was primarily due to the completion of a new facility on our corporate campus during 2021 and increased capital expenditures related to software development costs. Other income (expense) was a net income of \$ 6.5 million in 2023 and net expense of \$ 4.8 million and \$ 5.0 million in 2022 and 2021, respectively. In 2023 and 2022, the increase in other income was due to an increase in interest rates on our marketable securities investments and workers’ compensation deposits, which was partially offset by an increase in interest expense related to higher average interest rates on borrowings under our credit facility. Please read Note 2 to the Consolidated Financial Statements, “ Other Balance Sheet Information, ” for additional information. Income Tax Expense Our effective income tax rate was **28 23.9%** in **2024, 24 % in** 2023 **and 27** , 26.9% in 2022 **and 26.3 % in** 2021. Our provision for income taxes differed from the U. S. statutory rate of 21 % primarily due to state income taxes and non- deductible expenses, offset by 532023 Form 10- K excess tax benefits associated with the vesting of equity compensation of **less than \$ 1 4.9**-million, **\$ 5 0.2**-million and **less than \$ 1 2.6**-million, in **2024, 2023 , and 2022 and 2021**, respectively. Please read Note 1 “ Accounting Policies ” and Note 7 “ Income Taxes, ” to the Consolidated Financial Statements for additional information. **502024 Form 10- K** Non- GAAP financial measures are not prepared in accordance with GAAP and may be different from non- GAAP financial measures used by other companies. Non- GAAP financial measures should not be considered as a substitute for, or superior to, measures of financial performance prepared in accordance with GAAP. Investors are encouraged to review the reconciliation of the non- GAAP financial measures used to their most directly comparable GAAP financial measures as provided in the tables below. Non- GAAP MeasureDefinitionBenefit of Non- GAAP MeasureNon- bonus payroll costNon- bonus payroll cost is a non- GAAP financial measure that excludes the impact of bonus payrolls paid to our WSEEs. Bonus payroll cost varies from period to period, but has no direct impact to our ultimate workers’ compensation costs under the current program. Our management refers to non- bonus payroll cost in analyzing, reporting and forecasting our workers’ compensation costs. We include these non- GAAP financial measures because we believe they are useful to investors in allowing for greater transparency related to the costs incurred under our current workers’ compensation program. Adjusted cash, cash equivalents and marketable securitiesExcludes funds associated with: • federal and state income tax withholdings, • employment taxes, • other payroll deductions, and • client prepayments. We believe that the exclusion of the identified items helps us reflect the fundamentals of our underlying business model and analyze results against our expectations, against prior periods, and to plan for future periods by focusing on our underlying operations. We believe that the adjusted results provide relevant and useful information for investors because they allow investors to view performance in a manner similar to the method used by management and improves their ability to understand and assess our operating performance. Adjusted EBITDA is used by our lenders to assess our leverage and ability to make interest payments. EBITDARepresents net income computed in accordance with GAAP, plus: • interest expense, • income tax expense, • depreciation and amortization expense, and • amortization of SaaS implementation costs. Adjusted EBITDARepresents EBITDA plus: • non- cash stock-based compensation. Adjusted net incomeRepresents net income computed in accordance with GAAP, excluding: • non- cash stock-based compensation. Adjusted EPSRepresents diluted net income per share computed in accordance with GAAP, excluding: • non- cash stock-based compensation. Following is a reconciliation of payroll cost (GAAP) to non- bonus payroll costs (non- GAAP): (in **thousands millions** , except per WSEE per month) Year Ended December 31, **202320222021Per** **202420232022Per** WSEEPer WSEEPer WSEEPayroll cost \$ **37, 171 \$ 10, 081 \$** 36, 655 , 495 \$ 9, 787 \$ 34, 188 , 092 \$ 9, 657 \$ 28, 345, 623 \$ 9, 420 Less: Bonus payroll cost4 cost5 , 101 1, 383 4 , 978 , 439-1, 329 4, **960 959, 987-1, 401 4, 719, 217-1, 568** Non- bonus payroll cost \$ **32, 070 \$ 8, 698 \$** 31, 677 , 056 \$ 8, 458 \$ 29, 228 , 105 \$ 8, 256 **Payroll cost \$ 23, 626, 406 \$ 7, 852-% Change** change year over year1 % 3 % 7 % 1 % 21 % 3 % Non- bonus payroll cost % change year8- year- 4 over year1 % 3 % 8 % 2 . 4 % **24 23.7%** 5 . 1 % **512024** 14.5% 6.9% 542023-Form 10- K Following is a reconciliation of cash, cash equivalents and marketable securities (GAAP) to adjusted cash, cash equivalents and marketable securities (non- GAAP): (in **thousands millions**) December 31, **2023December 2024December** 31, 2022Cash **2023Cash** , cash equivalents and marketable securities \$ 708 **1, 778-055 \$ 709 765, 896** Less: Amounts payable for withheld federal and state income taxes, employment taxes and other payroll deductions **830** 510 , 092 504, 817 Client prepayments27 **prepayments91 28** , 592 36, 800

Adjusted cash, cash equivalents and marketable securities \$ **134** \$ 171,094 \$ 224,279 Following is a reconciliation of net income (GAAP) to EBITDA (non- GAAP) and adjusted EBITDA (non- GAAP): Year Ended December 31, (in **thousands millions**, except per WSEE per month) **2023** **2022** **2021** **Per** **2024** **2023** **2022** **Per** WSEE Per WSEE Per WSE Net income \$ **91** \$ **25** \$ 171,382 \$ 46 \$ 179,350 \$ 51 \$ 124,080 \$ 41 Income tax expense ~~53~~ **expense** **35**,696 **8** **54** 14 66,075 19 44,238 15 Interest expense ~~27~~ **expense** **28**,137 **8** **27** 7 14,207 4 7,458 2 Amortization of SaaS implementation costs ~~5~~ **costs** **11**,711 **3** **6** **2** 1,923 1 Depreciation and amortization ~~42~~ **amortization** **44**,708 **12** **43** 11 **41** 40,660 11 38,547 13 EBITDA **300** **EBITDA** **209**,634 **56** **301** 80 302,215 86 214,323 71 Stock- based compensation ~~52~~ **compensation** **61**,996 **17** **53** 14 50,080 14 40,623 14 Adjusted EBITDA \$ **353**,630 **270** \$ **73** \$ **354** \$ 94 \$ 352,295 \$ 100 **Net income** \$ 254,946 \$ 85 % **Change change** year over year ~~0~~ **year** **-(47)** % **(46)** % **(4)** % **(10)** % **44** % **24** % **Adjusted EBITDA % change year over year (24)** % **(22)** % **1** % **(6** **-0)** % **38** **-2** % **18** **17.6** % **(11.7)** % **(17.5)** %

Following is a reconciliation of net income (GAAP) to adjusted net income (non- GAAP): Year Ended December 31, (in **thousands millions**) **2023** **2022** **2021** **Net** **2024** **2023** **2022** **Net** income \$ **91** \$ 171,382 \$ 179,350 \$ 124,080 Non- GAAP adjustments: Stock- based compensation ~~52~~ **compensation** **61** **53**,996 50,080 40,623 Tax effect (**17**) (**12**,643) (**13**,483) (**10**,677) Total non- GAAP adjustments, net ~~40~~ **net** **44** **41** **37**,353 36,597 29,946 Adjusted net income \$ **135** 211,735 \$ **212** 215,947 \$ 154,026 **216** **Net income** % **Change change** year over year **(47)** % **(4)** % **44** % **Adjusted net income % change year over year (36)** % **(2** **-0)** % **40** **-2** % **52** **2024** **(15.1)** %

2023 Form 10- K Following is a reconciliation of diluted EPS (GAAP) to adjusted EPS (non- GAAP): Year Ended December 31, (amounts per share) **2023** **2022** **2021** **Diluted** **2024** **2023** **2022** **Diluted** EPS \$ **2.42** \$ 4.47 \$ 4.64 \$ **3.18** Non- GAAP adjustments: Stock- based compensation ~~1.61~~ **1.38** **1.30** **1.04** Tax effect (**0.45**) (**0.33**) (**0.35**) (**0.27**) Total non- GAAP adjustments, net ~~1.16~~ **1.05** **0.95** **0.77** Adjusted EPS \$ **3.58** \$ 5.52 \$ 5.59 **Diluted EPS** \$ **3.95** % **Change change** year over year **(46)** % **(4)** % **46** % **Adjusted EPS % change year over year (35)** % **(1** **-3)** % **42** **41.5** % **(14.9)** %

We periodically evaluate our liquidity requirements, capital needs and availability of resources in view of, among other things, our expansion plans, stock repurchases, potential acquisitions, debt service requirements and other operating cash needs. To meet short- term liquidity requirements, which are primarily the payment of direct costs and operating expenses, we rely primarily on cash from operations. Longer- term projects, large stock repurchases or significant acquisitions may be financed with public or private debt or equity. We have a revolving credit facility (“ Facility ”) with a syndicate of financial institutions with a current borrowing capacity of \$ 650 million. The Facility is available for working capital and general corporate purposes, including acquisitions and stock repurchases. We have in the past sought, and may in the future seek, to raise additional capital or take other steps to increase or manage our liquidity and capital resources. We had \$ **708** **1.8** **1** **million billion** in cash, cash equivalents and marketable securities at December 31, **2023** **2024**, of which approximately \$ **390** **510** **1** **million** was payable in early January **2024** **2025** for withheld federal and state income taxes, employment taxes and other payroll deductions, and approximately \$ **91** **27.6** **million** represented client prepayments that were payable in January **2025**, and \$ **440** **million** of funds we received in late **December** **2024** from the Internal Revenue Service related to employee retention tax credits claimed by our PEO clients under COVID relief programs that are expected to be distributed to clients in early **2025**. At December 31, **2023** **2024**, we had working capital of \$ **155** **159.0** **million** compared to \$ **159** **158.5** **million** at December 31, **2022** **2023**. We currently believe that our cash on hand, marketable securities, cash flows from operations, and availability under the Facility will be adequate to meet our liquidity requirements for **2024** **2025**. We intend to rely on these same sources, as well as public and private debt or equity financing, to meet our longer- term liquidity and capital needs. As of December 31, **2023** **2024**, we had outstanding letters of credit and borrowings totaling \$ 370 **4** **million** under the Facility. Please read Note 6 to the Consolidated Financial Statements, “ Long- Term Debt, ” for additional information. Cash Flows from Operating Activities Net cash provided by operating activities in **2023** **2024** was \$ **520** **198.5** **million**. Our primary source of cash from operations is the comprehensive service fee and payroll funding we collect from our clients. Our cash and cash equivalents, and thus our reported cash flows from operating activities, are significantly impacted by various external and internal factors, which are reflected in part by the changes in our balance sheet accounts. These include the following:

- Timing of client payments / payroll taxes — We typically collect our comprehensive service fee, along with the client’s payroll funding, from clients no later than the same day as the payment of WSEE payrolls and associated payroll taxes. Therefore, the last business day of a reporting period has a substantial impact on our reporting of operating cash flows. For example, many WSEEs are paid on Fridays; therefore, operating cash flows decrease in the reporting periods that end on a Friday or a Monday. In the year ended December 31, **2023** **2024**, the last business day of the reporting period was a **Friday Tuesday**, client prepayments were \$ **27** **91** **million** and employment taxes and other deductions were \$ **830** **million**, which included \$ **440** **million** of funds related to client employee retention tax credits received on their behalf from the Internal Revenue Service that are expected to be distributed to clients in early **2025**. **6** In the year ended December 31, **2023**, the last business day of the reporting period was a **Friday**, client prepayments were \$ **28** **million** and employment taxes and other deductions were \$ **510** **1** **million**. **53** **2024** Form 10- K In the year ended December 31, **2022**, the last business day of the reporting period was also a **Friday**, client prepayments were \$ **36.8** **million** and employment taxes and other deductions were \$ **504.8** **million**.
- Workers’ compensation plan funding — During **2024** **and** **2023** **and** **2022**, we received \$ **39** **million** and \$ **46** **3** **million** and \$ **30.2** **million**, respectively, for the return of excess claim funds related to the workers’ compensation program, which resulted in an increase in working capital. **56** **2023** Form 10- K
- Medical plan funding — Our health care contract with United establishes participant cash funding rates 90 days in advance of the beginning of a reporting quarter. Therefore, changes in the participation level of the United plan have a direct impact on our operating cash flows. In addition, changes to the funding rates, which are solely determined by United based primarily upon recent claim history and anticipated cost trends, also have a significant impact on our operating cash flows. As of December 31, **2023** **2024**, Plan Costs were more than the net premiums paid and owed to United by \$ **23.5** **million**, which is \$ **14** **32.5** **million** less than our agreed- upon \$ **9** **0** **million** surplus maintenance level. The \$ **14** **32.5** **million** difference is therefore reflected as a current liability and \$ **9** **0** **million** is reflected as a long- term asset on our Consolidated Balance Sheets.

Sheet at December 31, ~~2023~~ **2024**. In addition, the premiums owed to United at December 31, ~~2023~~ **2024**, were **less than \$ 1 6.5-million**, which is included in accrued health insurance costs, a current liability, on our Consolidated Balance ~~Sheets~~ **Sheet**. **In addition, the premiums owed to United at December 31, 2024, were less than \$ 1 million, which is included in accrued health insurance costs, a current liability, on our Consolidated Balance Sheet**.

• Operating results — Our **net income and** adjusted net income has a significant impact on our operating cash flows. Our **net income and** adjusted net income decreased **47 2.0% and 36 %** to **\$ 91 211.7-million and \$ 135 million in 2024, respectively, compared to \$ 171 million and \$ 212 million** in 2023, **respectively compared to \$ 215.9 million in 2022**. Please read “ Results of Operations. ” Cash Flows from Investing Activities Net cash flows used in investing activities were **\$ 38 21.7-million** for the year ended December 31, ~~2023~~ **2024**, primarily due to property and equipment ~~purchases of \$ 40.1 million, partially offset by \$ 18.4 million of marketable securities maturities and dispositions, net of~~ purchases. Cash Flows from Financing Activities Net cash flows used in financing activities were **\$ 173 155.0-million** for the year ended December 31, ~~2023~~ **2024**. We paid **\$ 89 84.2-million** in dividends and repurchased or withheld **\$ 63 131.5-million** in stock. In addition, client funds liability and other financing activities **increased decreased** by **\$ 21 60.7-million**. Seasonality, Inflation and Quarterly Fluctuations Our quarterly earnings are impacted by the seasonal nature of our medical claims costs and payroll taxes. Typically, medical claims costs tend to increase throughout the year with the fourth quarter being the period with the highest costs, which has a negative impact on our fourth quarter earnings. This trend is primarily the result of many WSEEs’ medical plan deductibles being fully met by the fourth quarter, which increases our liability with respect to those claims. We have also experienced variability on a quarterly basis in medical claims costs based on the unpredictable nature of large claims. Payroll taxes and associated billings are computed based on an employee’ s annual taxable wage base. The annual payroll tax wage bases are frequently met in the first two quarters of each year depending on the employee’ s compensation levels. As a result, the gross profit contribution from payroll taxes is typically higher in the first two quarters and declines in the latter half of each year. These historical trends may change and other seasonal trends may develop in the future. For further information related to our health insurance costs, please read “ — Critical Accounting Policies and Estimates — Benefits Costs. ” We believe the effects of inflation have not had a significant impact on our results of operations or financial condition; however, inflationary pressure could adversely impact our profitability in the future. ~~572023-542024~~ Form 10- K QUANTITATIVE AND QUALITATIVE DISCLOSURES Item 7A. Quantitative and Qualitative Disclosures About Market Risk. We are primarily exposed to market risks from fluctuations in interest rates and the effects of those fluctuations on the market values of our cash equivalent short- term investments and our available- for- sale marketable securities. In addition, borrowings under our Facility bear interest at a variable market rate. As of December 31, ~~2023~~ **2024**, we had outstanding letters of credit and borrowings totaling **\$ 370 -4-million** under the Facility. Please read Note 6 to the Consolidated Financial Statements, “ Long- Term Debt, ” for additional information. Our cash equivalent short- term investments consist primarily of overnight investments, which are not significantly exposed to interest rate risk, except to the extent that changes in interest rates will ultimately affect the amount of interest income earned on these investments. Our available- for- sale marketable securities are subject to interest rate risk because these securities generally include a fixed interest rate. As a result, the market values of these securities are affected by changes in prevailing interest rates. We attempt to limit our exposure to interest rate risk primarily through diversification and low investment turnover. Our investment policy is designed to maximize after- tax interest income while preserving our principal investment. As a result, our marketable securities consist of tax- exempt short and intermediate- term debt securities, which are primarily U. S. Treasury bills ~~, as well as pre~~ **and our workers’ compensation -refunded municipal bonds that are secured by escrow deposits consist of cash and highly- liquid investments, primarily money market funds containing U. S. Government Securities**. Item 8. Financial Statements and Supplementary Data. The information required by this Item 8 is contained in a separate section of this Annual Report. See “ Index to Consolidated Financial Statements. ” ~~582023-552024~~ Form 10- K DISCLOSURE CONTROLS AND PROCEDURES Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure. Item 9A. Controls and Procedures. Evaluation of Disclosure Controls and Procedures In accordance with Exchange Act Rules 13a- 15 and 15a- 15, we carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, ~~2023~~ **2024**. Design and Evaluation of Internal Control over Financial Reporting Pursuant to Section 404 of the Sarbanes- Oxley Act of 2002, we included a report of management’ s assessment of the design and effectiveness of our internal controls as part of this Annual Report on Form 10- K for the fiscal year ended December 31, ~~2023~~ **2024**. Ernst & Young LLP, our independent registered public accounting firm, also audited our internal control over financial reporting. Management’ s report and the independent registered public accounting firm’ s audit report are included in our ~~2023~~ **2024** Consolidated Financial Statements under the captions entitled “ Management’ s Report on Internal Control ” and “ Report of Independent Registered Public Accounting Firm, ” and are incorporated herein by reference. There has been no change in our internal control over financial reporting that occurred during the three months ended December 31, ~~2023~~ **2024**, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. Item 9B. Other Information. Trading Plans During the fourth quarter of ~~2023~~ **2024**, none of our directors or executive officers adopted or terminated a “ Rule 10b5- 1 trading arrangement ” or a “ non- Rule 10b5- 1 trading arrangement ” (as each term is defined in Item 408 of Regulation S- K). Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections. ~~592023-562024~~ Form 10- K MANAGEMENT AND CERTAIN SECURITY HOLDERS PART III Item 10. Directors, Executive Officers and Corporate Governance. Some of the information required by this item is incorporated by reference to the Inspecity Proxy Statement. Code of Business Conduct and Ethics Our Board adopted our Code of Business Conduct and Ethics (the “ Code of Ethics ”), which meets the requirements of Rule 303A. 10 of the New York Stock Exchange Listed Company Manual and Item 406 of Regulation S- K. You can access our Code of Ethics on the Corporate Governance page of our website

at insperity. com. Changes in and waivers to the Code of Ethics for our directors, executive officers and certain senior financial officers will be posted on our website within five business days and maintained for at least 12 months. **Insider Trading We have adopted a policy on the prevention of insider trading, governing the purchase, sale and other dispositions of our securities by directors, officers, and employees. We believe that our trading policy is reasonably designed to promote compliance with insider trading laws, rules and regulations, and any applicable listing standards. A copy of our policy on the prevention of insider trading is filed as Exhibit 19 to this Form 10- K.** Item 11. Executive Compensation. The information required by this item is incorporated by reference to the Insperity Proxy Statement. Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters. Item 13. Certain Relationships and Related Transactions, and Director Independence. Item 14. Principal Accounting Fees and Services. ~~602023~~ **572024** Form 10- K EXHIBITS AND FINANCIAL STATEMENT SCHEDULES PART IV Item 15. Exhibits, Financial Statement Schedules. (a) 1. Financial Statements of the Company The Consolidated Financial Statements listed by the Registrant on the accompanying Index to Consolidated Financial Statements are filed as part of this Annual Report. (a) 2. Financial Statement Schedules **Schedules have been omitted since they are not applicable, not required, not material, or the** information is included **elsewhere herein** in the Consolidated Financial Statements or Notes thereto. (a) 3. List of Exhibits Exhibit No. Exhibit 3. 1 Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3. 1 to the Registrant' s Current Report on Form 8- K filed on May 29, 2018). 3. 2 Amended and Restated Bylaws of Insperity, Inc. dated November 15, 2023 (incorporated by reference to Exhibit 3. 1 to the Registrant' s Current Report on Form 8- K filed on November 17, 2023). 4. 1 Specimen Common Stock Certificate (incorporated by reference to Exhibit 4. 1 to the Registrant' s Registration Statement on Form S- 1 (No. 33- 96952)). 4. 2 Description of Registrant' s Common Stock (incorporated by reference to Exhibit 4. 2 to the Registrant' s Form 10- K for the year ended December 31, 2019). 4. 3 Rights Agreement dated as of May 21, 2020 between Insperity, Inc. and Computershare Trust Company, N. A., as Rights Agent (incorporated by reference to Exhibit 4. 1 to the Registrant' s Current Report on Form 8- K filed on May 22, 2020). 4. 4 Certificate of Designations of Series A Junior Participating Preferred Stock (incorporated by reference to Exhibit 3. 1 to the Registrant' s Current Report on Form 8- K filed on May 22, 2020). 4. 5 Certificate of Elimination with Respect to Series A Junior Participating Preferred Stock of Insperity, Inc. (incorporated by reference to Exhibit 3. 1 to the Registrant' s Current Report on Form 8- K filed on May 26, 2021). 10. 1 † Insperity, Inc. 2001 Incentive Plan, as amended and restated (incorporated by reference to Appendix A to the Registrant' s definitive proxy statement on Schedule 14A filed on March 18, 2009 (No. 1- 13998)). 10. 2 † Form of Restricted Stock Unit Agreement for awards granted to executive officers on or after December 30, 2019 (incorporated by reference to Exhibit 10. 18 to the Registrant' s Form 10- K for the year ended December 31, 2019). 10. 3 † Form of Restricted Stock Unit Agreement for awards granted to certain senior personnel on or after December 30, 2019 (incorporated by reference to Exhibit 10. 19 to the Registrant' s Form 10- K for the year ended December 31, 2019). 10. 4 † Form of Restricted Stock Unit Agreement for awards granted to other employees on or after December 30, 2019 (incorporated by reference to Exhibit 10. 20 to the Registrant' s Form 10- K for the year ended December 31, 2019). 10. 5 ~~‡~~ † Form of Restricted Stock Unit Agreement for awards granted to executive officers on or after January 29, 2024 **-(incorporated by reference to Exhibit 10. 5 to the Registrant' s Form 10- K for the year ended December 31, 2023).** 10. 6 ~~‡~~ † Form of Restricted Stock Unit Agreement for awards granted to certain senior personnel on or after January 29, 2024 **-(incorporated by reference to Exhibit 10. 6 to the Registrant' s Form 10- K for the year ended December 31, 2023).** 10. 7 ~~‡~~ † Form of Restricted Stock Unit Agreement for awards granted to certain other employees on or after January 29, 2024 **-(incorporated by reference to Exhibit 10. 7 to the Registrant' s Form 10- K for the year ended December 31, 2023).** ~~582024~~ **Form 10- K Exhibit No. Exhibit 10. 8 †** Form of Employee Award Notice and Agreement under LTIP granted on or after December 30, 2019 (incorporated by reference to Exhibit 10. 22 to the Registrant' s Form 10- K for the year ended December 31, 2019). 10. 9 ~~‡~~ † Form of Employee Award Notice and Agreement under LTIP granted on or after January 29, 2024 **(incorporated by reference to Exhibit 10. 612023-9 to the Registrant' s Form 10- K Exhibit No. for the year ended December 31, 2023)** ~~Exhibit 10. 10~~ 10 † Directors Compensation Plan (incorporated by reference to Exhibit 10. 4 to the Registrant' s Form 10- Q for the quarter ended September 30, 2012). 10. 11 † Amendment to the Directors Compensation Plan (incorporated by reference to Exhibit 10. 6 to the Registrant' s Current Report on Form 8- K filed on February 22, 2013). 10. 12 † First Amendment and Appendix A to Directors Compensation Plan (incorporated by reference to Exhibit 10. 2 to the Registrant' s Current Report on Form 8- K filed on February 25, 2015). 10. 13 † Directors Compensation Plan (as amended and restated April 1, 2017) (incorporated by reference to Exhibit 10. 2 to the Registrant' s Form 10- Q for the quarter ended June 30, 2017). 10. ~~14 †~~ **14 * † Directors Compensation Plan (as amended and restated January 1, 2025)** 10. ~~14~~ **15** ~~Insperity~~ **Insperity**, Inc. 2008 Employee Stock Purchase Plan (incorporated by reference to Exhibit 10. 1 to the Registrant' s Registration Statement on Form S- 8 (No. 333- 151275)). 10. ~~15~~ **16** ~~Insperity~~ **Insperity**, Inc. 2012 Incentive Plan (incorporated by reference to the Registrant' s definitive proxy statement on Schedule 14A filed on March 29, 2012 (No. 1- 13998)). 10. ~~16~~ **17** ~~First~~ **First** Amendment to the Insperity, Inc. 2012 Incentive Plan (incorporated by reference to Exhibit 10. 1 to the Registrant' s Current Report on Form 8- K filed on February 22, 2013). 10. ~~17~~ **18** ~~Second~~ **Second** Amendment to Insperity, Inc. 2012 Incentive Plan (incorporated by reference to Exhibit 10. 1 to the Registrant' s Current Report on Form 8- K filed on February 25, 2015). 10. ~~18~~ **19** ~~Third~~ **Third** Amendment to Insperity, Inc. 2012 Incentive Plan (incorporated by reference to Exhibit 10. 1 to the Registrant' s Current Report on Form 8- K filed on April 1, 2016). 10. ~~19~~ **20** ~~Insperity~~ **Insperity**, Inc. 2012 Incentive Plan, as amended and restated (incorporated by reference to Exhibit 10. 1 to the Registrant' s Current Report on Form 8- K filed on June 21, 2017). 10. ~~20~~ **21** ~~First~~ **First** Amendment to the Insperity Inc. 2012 Incentive Plan, as amended and restated (incorporated by reference to Exhibit 10. 34 to the Registrant' s Form 10- K filed for the year ended December 31, 2019). 10. ~~21~~ **22** ~~Insperity~~ **Insperity**, Inc. Incentive Plan (incorporated by reference to the Registrant' s definitive proxy statement on Schedule 14A filed on April 14, 2023 (No. 1- 13998)). 10. ~~22~~ **23** ~~Insperity~~ **Insperity**, Inc. Long- Term Incentive Program (incorporated by reference to Exhibit 10. 1 to the Registrant' s Current Report on Form 8- K filed on

April 2, 2015). 10. ~~23~~ * ~~Insperty~~ **24Insperty**, Inc. Long- Term Incentive Program, as amended and restated January 29, 2024 - **(incorporated by reference to Exhibit 10. 24-23 to the Registrant' s Form 10- K for the year ended December 31, 2023).** 10. **25** † Insperty, Inc. Executive Severance Plan (incorporated by reference to Exhibit 99. 1 to the Registrant' s Current Report on Form 8- K filed on January 3, 2020). 10. ~~25-26~~ † Form of Participant Agreement under the Insperty, Inc. Executive Severance Plan (incorporated by reference to Exhibit 99. 2 to the Registrant' s Current Report on Form 8- K filed on January 3, 2020). 10. ~~26-27~~ () Minimum Premium Financial Agreement, amended and restated effective January 1, 2005, by and between Insperty Holdings, Inc. (fka Administaff of Texas, Inc.) and United Healthcare Insurance Company (incorporated by reference to Exhibit 10. 1 to the Registrant' s Form 10- Q for the quarter ended June 30, 2005). 10. ~~27-28~~ () Minimum Premium Administrative Services Agreement, amended and restated effective January 1, 2005, by and between Insperty Holdings, Inc. (fka Administaff of Texas, Inc.) and United Healthcare Insurance Company (incorporated by reference to Exhibit 10. 2 to the Registrant' s Form 10- Q for the quarter ended June 30, 2005). **592024 Form 10 - K Exhibit No. 28-Exhibit10. 29** () Amendment to Minimum Premium Financial Agreement, as amended effective January 1, 2009, by and between Insperty Holdings, Inc. (fka Administaff of Texas, Inc.) and United Healthcare Insurance Company (incorporated by reference to Exhibit 10. 1 to the Registrant' s Form 10- Q for the quarter ended March 31, 2013). 10. ~~29-30~~ () Amendment to Minimum Premium Financial Agreement, as amended effective January 1, 2013, by and between Insperty Holdings, Inc. and United Healthcare Insurance Company (incorporated by reference to Exhibit 10. 2 to the Registrant' s Form 10- Q for the quarter ended September 30, 2015). 10. ~~30-31~~ () Amendment to Minimum Premium Administrative Services Agreement, as amended effective January 1, 2008, by and between Insperty Holdings, Inc. (fka Administaff of Texas, Inc.) and UnitedHealthcare Insurance Company (incorporated by reference to Exhibit 10. 2 to the Registrant' s Form 10- Q for the quarter ended March 31, 2013). ~~622023 Form 10 -K Exhibit No. 32 Exhibit10. 31~~ () Amendment to Minimum Premium Administrative Services Agreement, as amended effective January 1, 2013, by and between Insperty Holdings, Inc. and UnitedHealthcare Insurance Company, effective as of January 1, 2015 (incorporated by reference to Exhibit 10. 3 to the Registrant' s Form 10- Q for the quarter ended September 30, 2015). 10. ~~32-33~~ () Amendment to Minimum Premium Financial Agreement, as amended effective January 1, 2011, by and between Insperty Holdings, Inc. (fka Administaff of Texas, Inc.) and UnitedHealthcare Insurance Company, effective as of January 1, 2013 (incorporated by reference to Exhibit 10. 2 to the Registrant' s Form 10- Q for the quarter ended September 30, 2014). 10. ~~33-34~~ () Amendment to Minimum Premium Administrative Services Agreement, as amended effective January 1, 2011, by and between Insperty Holdings, Inc. (fka Administaff of Texas, Inc.) and UnitedHealthcare Insurance Company, effective as of January 1, 2013 (incorporated by reference to Exhibit 10. 3 to the Registrant' s Form 10- Q for the quarter ended September 30, 2014). 10. ~~34-35~~ () Amendment to the Minimum Premium Financial Agreement, as amended effective January 1, 2015, by and between Insperty Holdings, Inc. and UnitedHealthcare Insurance Company, effective as of January 1, 2016 (incorporated by reference to Exhibit 10. 2 to the Registrant' s Form 10- Q for the quarter ended June 30, 2016). 10. ~~35-36~~ () Amendment to the Minimum Premium Administrative Services Agreement, as amended effective January 1, 2015, by and between Insperty Holdings, Inc. and UnitedHealthcare Insurance Company, effective as of January 1, 2016 (incorporated by reference to Exhibit 10. 3 to the Registrant' s Form 10- Q for the quarter ended June 30, 2016). 10. ~~36-37~~ () Amendment to the Minimum Premium Financial Agreement, as amended effective January 1, 2016, by and between Insperty Holdings, Inc. and UnitedHealthcare Insurance Company, effective as of January 1, 2017 (incorporated by reference to Exhibit 10. 39 to the Registrant' s Form 10- K for the year ended December 31, 2016). 10. ~~37-38~~ () Amendment to Minimum Premium Administrative Services Agreement (as previously amended effective January 1, 2016) by and between Insperty Holdings, Inc., and United Healthcare Insurance Company entered into as of January 1, 2019 (incorporated by reference to Exhibit 10. 2 to the Registrant' s Form 10- Q for the quarter ended March 31, 2019). 10. ~~38-39~~ () Amendment to Minimum Premium Financial Agreement (as previously amended effective January 1, 2017) by and between Insperty Holdings, Inc., and United Healthcare Insurance Company entered into as of January 1, 2019 (incorporated by reference to Exhibit 10. 3 to the Registrant' s Form 10- Q for the quarter ended March 31, 2019). 10. ~~39-40~~ () Letter Agreement by and between Insperty Holdings, Inc. and United Healthcare Insurance company entered into as of February 7, 2020 (incorporated by reference to Exhibit 10. 1 to the Registrant' s Form 10- Q for the quarter ended March 31, 2020). 10. ~~40-41~~ () Letter Agreement by and between Insperty Holdings, Inc. and United Healthcare Insurance company entered into as of December 28, 2021 -**(incorporated by reference to Exhibit 10. 55 to the Registrant' s Form 10- K for the year ended December 31, 2021).** 10. ~~42~~ * () Letter Agreement by and between **Insperty Holdings, Inc. and United Healthcare Insurance company entered into as of October 29, 2024. 602024 Form 10- K Exhibit No. Exhibit10. 41Amended-43Amended** and Restated Credit Agreement dated February 6, 2018 (incorporated by reference to Exhibit 10. 1 to the Registrant' s Current Report on Form 8- K filed on February 12, 2018). 10. ~~42First-44First~~ Amendment to Amended and Restated Credit Agreement dated September 13, 2019 (incorporated by reference to Exhibit 10. 1 to the Registrant' s Current Report on Form 8- K filed on September 17, 2019). 10. ~~43Second-45Second~~ Amendment to Amended and Restated Credit Agreement dated March 9, 2021 (incorporated by reference to Exhibit 10. 2 of the Registrant' s Form 10- Q for the quarter ended March 31, 2021). 10. ~~44Third-46Third~~ Amendment to Amended and Restated Credit Agreement dated April 28, 2021 (incorporated by reference to Exhibit 10. 3 of the Registrant' s Form 10- Q for the quarter ended March 31, 2021). 10. ~~45Fourth-47Fourth~~ Amendment to the Amended and Restated Credit Agreement dated June 30, 2022 (incorporated by reference to Exhibit 10. 1 of the Registrant' s Current Report on Form 8- K filed on July 6, 2022). 10. ~~46Fifth-48Fifth~~ Amendment to the Amended and Restated Credit Agreement dated September 28, 2023 (incorporated by reference to Exhibit 10. 1 of the Registrant' s Form 10- Q for the quarter ended September 30, 2023). ~~21-10. 49Sixth~~ **Amendment to the Amended and Restated Credit Agreement dated April 26, 2024 (incorporated by reference to Exhibit 10. 1 of the Registrant' s Form 10- Q for the quarter ended March 31, 2024).** 19 * **Policy on the Prevention of Insider Trading**21. 1 * Subsidiaries of Insperty, Inc. ~~23 632023 Form 10- K Exhibit No. Exhibit23.~~ 1 * Consent of Independent Registered Public Accounting Firm. 24. 1 * Powers of Attorney. 31. 1 * Certification of Chief Executive Officer pursuant to

Section 302 of the Sarbanes- Oxley Act of 2002. 31. 2 * Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes- Oxley Act of 2002. 32. 1 * * Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes- Oxley Act of 2002. 32. 2 * * Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes- Oxley Act of 2002. ~~97~~ * ~~Insperty~~ **97Insperty**, Inc. Policy for Recovery of Erroneously Awarded Compensation Applicable to Executive Officers **(incorporated by reference to Exhibit 97 to the Registrant' s Form 10- K for the year ended December 31, 2023)**. 101. INS * Inline XBRL Instance Document- the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document. 101. SCH * Inline XBRL Taxonomy Extension Schema Document. 101. CAL * Inline XBRL Taxonomy Extension Calculation Linkbase Document. 101. DEF * Inline XBRL Extension Definition Linkbase Document. 101. LAB * Inline XBRL Taxonomy Extension Label Linkbase Document. 101. PREInline XBRL Taxonomy Extension Presentation Linkbase Document. 104Cover Page Interactive Data File (embedded with the Inline XBRL document). * Filed herewith. * * Furnished with this report. † Management contract or compensatory plan or arrangement required to be filed as an exhibit to this Form 10- K. () Certain portions of the exhibit have been omitted pursuant to an order granting confidential treatment or Item 601 (b) (10) of Regulation S- K. The omitted information is (i) not material and (ii) the type of information the Company treats as private or confidential. ITEM 16. FORM 10- K SUMMARY. ~~642023-612024~~ Form 10- K SIGNATURES Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, ~~Insperty, Inc.~~ **Insperty, Inc.** has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on February ~~8-10, 2024~~ **8-10, 2024**. ~~INSPIERTY, INC.~~ **INSPIERTY, INC.** By: / s / ~~Douglas S. James D. Sharp~~ **Douglas S. James D. Sharp** ~~Douglas S. Allison James D. Sharp~~ **Allison James D. Sharp** Executive Vice President of Finance, Chief Financial Officer & Treasurer (Principal Financial Officer) By: / s / ~~Sean P. Duffy~~ **Sean P. Duffy** ~~Senior Vice President of Finance and Accounting (~~ **Senior Vice President of Finance and Accounting (** (Principal Accounting Officer) ~~652023-622024~~ Form 10- K Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of ~~Insperty, Inc.~~ **Insperty, Inc.** in the capacities indicated on February ~~8-10, 2024~~ **8-10, 2024**: SignatureTitle / s / Paul J. SarvadiChairman of the Board, Chief Executive OfficerPaul J. Sarvadiand Director (Principal Executive Officer) / s / ~~Douglas S. James D. Sharp~~ **Douglas S. James D. Sharp** Executive ~~Allison~~ **Allison** Executive Vice President of Finance. ~~Chief~~ **Chief** ~~James D. Allison~~ **James D. Allison** Chief Financial Officer & Treasurer ~~Treasurer~~ **Treasurer** ~~Douglas S. Sharp~~ **Douglas S. Sharp** (Principal Financial Officer and) / s / ~~Sean P. Duffy~~ **Sean P. Duffy** ~~Senior Vice President of Finance~~ **Senior Vice President of Finance** ~~Sean P. Duffy~~ **Sean P. Duffy** and ~~Accounting (~~ **Accounting (** (Principal Accounting Officer) * DirectorTimothy Clifford * DirectorEli Jones * DirectorCarol R. Kaufinan * DirectorJohn L. Lumelleau * DirectorEllen H. Masterson * DirectorRandall Mehl * DirectorJohn Morphy * DirectorLatha Ramchand * DirectorRichard G. Rawson * ~~Director~~ **Director** ~~W. Philip Wilmington~~ **W. Philip Wilmington** * By: / s / Christian P. CallensChristian P. Callens, attorney- in- fact ~~662023-632024~~ Form 10- K CONSOLIDATED FINANCIAL STATEMENTS INDEX TO CONSOLIDATED FINANCIAL STATEMENTS Report of Independent Registered Public Accounting FirmF- Firm (PCAOB ID: 42) F- 2Management' s Report on Internal ControlF- 4Report of Independent Registered Public Accounting Firm (PCAOB ID: 42) F- 5Consolidated Balance SheetsF- 6Consolidated Statements of ~~Income and Comprehensive~~ **Income and Comprehensive** IncomeF- 7Consolidated Statements of Stockholders' ~~Equity~~ **Equity** ~~and (Deficit) F-~~ **and (Deficit) F-** 8Consolidated Statements of Cash FlowsF- 9Notes to Consolidated Financial StatementsF- 11 F- ~~12023-12024~~ **12023-12024** Form 10- K REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM To the Stockholders and the Board of Directors of ~~Insperty, Inc.~~ **Insperty, Inc.** Opinion on the Financial Statements We have audited the accompanying consolidated balance sheets of ~~Insperty, Inc.~~ **Insperty, Inc.** (the Company) as of December 31, ~~2024 and 2023 and 2022~~, the related consolidated statements of income ~~and comprehensive income~~, stockholders' equity ~~and (deficit)~~, and cash flows for each of the three years in the period ended December 31, ~~2023-2024~~, and the related notes (collectively referred to as the “ consolidated financial statements ”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, ~~2024 and 2023 and 2022~~, and the results of its operations and its cash flows for each of the three years in the period ended December 31, ~~2023-2024~~, in conformity with U. S. generally accepted accounting principles. We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company' s internal control over financial reporting as of December 31, ~~2023-2024~~, based on criteria established in Internal Control- Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) , and our report dated February ~~8-10, 2024-2025~~ expressed an unqualified opinion thereon. Basis for Opinion These financial statements are the responsibility of the Company' s management. Our responsibility is to express an opinion on the Company' s financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U. S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB. We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion. Critical Audit Matter The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the account or disclosure to which it relates. F- ~~22023-22024~~ **22023-22024** Form 10- K Estimation of the Cost of Incurred but Not Reported Health Insurance Claims Description of the MatterAs discussed in Note 1 of the consolidated financial statements under “ Health Insurance Costs ,” the Company

provides the majority of its health insurance coverage to its employees through a fully insured health insurance policy with UnitedHealthcare (“United”). While the policy with United is a fully insured plan, as a result of certain contractual terms, the Company accounts for this plan using a partially self-funded insurance accounting model. Accordingly, the Company records the cost of the United plan, including an estimate of the incurred claims, taxes and administrative fees, as benefits expense, which is a component of Payroll taxes, benefits and workers’ compensation costs in the consolidated statement of ~~income and comprehensive~~ income. The estimated incurred but not reported claims under the Company’s United insurance policy are based upon: (i) the level of claims processed during each quarter; (ii) estimated completion rates based upon recent claim development patterns under the plan; and (iii) the number of participants in the plan. Auditing management’s estimate of the cost of incurred but not reported health insurance claims was subjective and judgmental due to the significant estimation required in determining the medical reserve. Estimating incurred but not reported claims is subjective due to the large number of plan participants and the possibility that the number, nature, magnitude, and the timing of processing of current period claims may not be comparable to historical results experienced by the Company. How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the estimation process, including, among others, controls over the completeness and accuracy of the data used to estimate the cost of incurred health insurance claims and the review and approval processes that management has in place for the assumptions applied and the calculation of the cost of incurred health insurance claims. Our audit procedures included, among others, assessing (i) the Company’s health insurance cost estimation methodology, (ii) significant assumptions used to develop the medical completion rates, which includes the incurred but not reported component, (iii) the accuracy and completeness of the claims processed data used in the Company’s computation, as well as (iv) the historical accuracy of management’s estimates of the cost of incurred health insurance claims. Our testing of the medical completion rate assumptions included comparing the completion rate assumptions used by management to the completion rates experienced in historical periods and assessing whether contrary evidence exists with respect to the completion rate assumptions utilized by the Company to estimate the cost of incurred health insurance claims. Furthermore, we involved our actuarial specialists to assist in our evaluation of the Company’s methodology and compared the Company’s estimate to a range developed by our actuarial specialists based on the historical claim data and independently selected assumptions. / s / Ernst & Young LLP We have served as the Company’s auditor since 1991. Houston, Texas F- ~~32023~~ **32024** Form 10- K MANAGEMENT’S REPORT ON INTERNAL CONTROL The Company has assessed the effectiveness of its internal control over financial reporting as of December 31, ~~2023~~ **2024**, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”) (2013 framework). The Company’s management is responsible for establishing and maintaining adequate internal controls over financial reporting. The effectiveness of the Company’s internal control over financial reporting as of December 31, ~~2023~~ **2024**, has been audited by the Company’s independent registered public accounting firm, as stated in their report that is included herein. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that: (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements. Because of the inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate. The Company’s assessment of the effectiveness of its internal control over financial reporting included testing and evaluating the design and operating effectiveness of its internal controls. In management’s opinion, the Company has maintained effective internal control over financial reporting as of December 31, ~~2023~~ **2024**, based on criteria established in the COSO 2013 framework. / s / Paul J. Sarvadi / s / ~~Douglas S. James D. Sharp~~ **Allison Paul J. Sarvadi** ~~Douglas S. Sarvadi~~ **James D. Sharp** ~~Chairman~~ **Allison** ~~Chairman~~ of the Board & Chief Executive Officer Executive Vice President, Finance, Chief Financial Officer & Treasurer F- ~~42023~~ **42024** Form 10- K Opinion on Internal Control Over Financial Reporting We have audited Insperty, Inc.’s internal control over financial reporting as of December 31, ~~2023~~ **2024**, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Insperty, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, ~~2023~~ **2024**, based on the COSO criteria. We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, ~~2024 and~~ **2023 and 2022**, the related consolidated statements of income ~~and comprehensive income~~, stockholders’ equity ~~and (deficit)~~, and cash flows for each of the three years in the period ended December 31, ~~2023~~ **2024**, and the related notes and our report dated February ~~8-10~~, **2024** ~~2025~~ expressed an unqualified opinion thereon. The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management’s Report on Internal Control. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U. S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB. We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit

to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Definition and Limitations of Internal Control Over Financial Reporting A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. /s/ Ernst & Young LLP-F- 52023-52024 Form 10-K

CONSOLIDATED BALANCE SHEETS (in thousands millions, except per share amounts) December 31, 2023 December 31, 2022

Assets	Cash and cash equivalents	\$ 692,873	\$ 693,732
Restricted cash		57,403	49,779
Marketable securities		15,905	33,068
Accounts receivable, net		829,694	693,878
Prepaid insurance and related assets		7,013	11,706
Funds held for clients and other current assets		128,220	107,728
Total current assets		1,885,159	2,921,511
Property and equipment, net of accumulated depreciation		197,424	199,992
Right-of-use ("ROU") leased assets		57,438	56,532
Deposits and prepaid health insurance		215,070	213,270
Goodwill and other intangible assets, net		12,133	707,127
Deferred income taxes, net		34,202	20,347
Other assets		21,381	29,354
Total assets		\$ 2,597,119	\$ 2,120,039
Liabilities and stockholders' equity			
Accounts payable		\$ 10,693	\$ 11,732
Payroll taxes and other payroll deductions payable		901,566	566,373
Accrued worksite employee payroll costs		730,559	559,194
Accrued health insurance costs		19,460	46,460
Accrued workers' compensation costs		71,600	60,475
Accrued corporate payroll and commissions		64,286	89,147
Client funds liability and other accrued liabilities		128,808	80,122
Total current liabilities		1,930,436	289,135
Long-term debt		369,400	369,400
Operating lease liabilities, net of current		57,494	55,587
Total noncurrent liabilities		589,746	590,616
Commitments and contingencies			
Stockholders' equity			
Preferred stock (\$ 0.01 per share par value; 20,000 shares authorized; no shares issued and outstanding)		—	—
Common stock (\$ 0.01 per share par value; 120,000 shares authorized; 55,489.5 shares issued and 37,281.2 shares and 37,881.3 shares outstanding, respectively)		555,555	1,111
Additional paid-in capital		222,185	185,031
Treasury stock, at cost (18,208.3 and 17,608.18 shares held in treasury, respectively)		(864,830)	(524,831)
Accumulated other comprehensive income (loss), net of tax		9(82)	738
Retained earnings		739,553	655,190
Total stockholders' equity		93,979	624,812
Total liabilities and stockholders' equity		\$ 2,597,119	\$ 2,120,039

See accompanying notes. F- 62023-62024 Form 10-K

CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME Year Ended December 31, (in thousands millions, except per share amounts) 2023 2022

Revenues	\$ 6,485	\$ 6,871
Payroll taxes, benefits and workers' compensation costs	(5,529)	(4,928)
Gross profit	826	943
Salaries, wages and payroll taxes	(521)	(461)
Stock-based compensation	(61)	(53)
Commissions	(47)	(46)
Advertising	(37)	(38)
General and administrative expenses	(224)	(177)
Depreciation and amortization	(42)	(43)
Total operating expenses	(935)	(818)
Operating income	117	219
Other income (expense): Interest expense	(28)	(27)
Income before income tax expense	225	225
Income tax expense	(35)	(54)
Net income	\$ 91	\$ 171
Unrealized gain (loss) on available-for-sale securities, net of tax	(9)	(81)
Comprehensive income	\$ 171	\$ 179

Net income per share of common stock Basic \$ 2.44 \$ 4.53 Diluted \$ 3.22 \$ 4.47

Form 10-K CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY AND (DEFICIT) Common Stock Issued Additional Paid-In Capital Treasury Stock Accumulated Other Comprehensive Income (Loss) Retained Earnings Total (in thousands millions) Shares Amount Balance at December 31, 2021 55,489 \$ 555.1 \$ 109.95 \$ 665.626 \$ (2) \$ 575.028 \$ 44,132

Purchase of treasury stock, at cost	(73.69)	(73.69)	(73.69)	(73.69)	(73.69)	(73.69)
Issuance of equity-based incentive awards and dividend equivalents	(25.9)	(10)	(26.479)	(1.339)	(27.818)	(27.818)
Stock-based compensation expense	49.1	37.381	3.242	50	40.623	140.746
Exercise of stock options	—	—	(329)	569	—	240
Other	2.1	739.1	4.330	3,069	(77.144)	(77.144)
Dividends paid	—	—	—	—	(77.144)	(77.144)
Unrealized loss on marketable securities, net of tax	(14)	(14)	(14)	(14)	(14)	(14)
Net income	179	179	179	179	179	179
Balance at December 31, 2021	55,489	\$ 555.1	\$ 109.95	\$ 665.626	\$ (2)	\$ 575.028
Purchase of treasury stock, at cost	(132.73)	(132.73)	(132.73)	(132.73)	(132.73)	(132.73)
Issuance of equity-based incentive awards and dividend equivalents	(9.21)	(285.25)	(10.443)	(4.158)	(53.49)	(124.956)

53 50,080-Other — — 2 2,126-1 5,443 — — 3,569-Dividends paid — — — — (84 76,592) (84 76,592) Unrealized loss on marketable securities, net of tax (73) (73) Net income — — — — 171 171 179,350 179,350 Balance at December 31, 2022 55 202355,489 \$ 555-1 \$ 185 151,144 \$ (831 725,532) \$ 739 (82) \$ 94 655,190 \$ 81,275 Purchase of treasury stock, at cost — — — — (132,063-63) — — (132,063-63) Issuance of equity-based incentive awards and dividend equivalents — — (24 21,285) 27 25,085 — — (3,800) — — Stock-based compensation expense — — 60 1 52,678 318 — 61 — 52,996-Other — — 1 2,494 1,668 — 3 — 4,162-Dividends paid — — — — (89 84,219) (89 84,219) Unrealized gain on marketable securities, net of tax — — — — 91 91-Net income — — — — 91 91 — 171,382 171,382 Balance at December 31, 2023 55 202455,489 \$ 555-1 \$ 222 185,031 \$ (864 830,524) \$ 9- \$ 738,553- \$ 97 93,624 F- 82023 82024

Form 10- K CONSOLIDATED STATEMENTS OF CASH FLOWS Year Ended December 31, (in thousands millions) 2023 2022 2021 Cash — — 2024 2023 2022 Cash flows from operating activities Net income \$ 91 \$ 171,382 \$ 179,350 \$ 124,080 Adjustments to reconcile net income to net cash provided by operating activities: Depreciation and amortization 44 43 41,708 40,660 38,547 Stock-based compensation 52 compensation 61 53,996 50,080 40,623 Deferred income taxes (14) (4,814) (10,641) 4,711 (11) Changes in operating assets and liabilities: Accounts receivable (135) (71; 114) (110 109,458) (120,560) Prepaid insurance and related assets 4- assets 693 (421 18) 5 — (1,121) Other current assets (14,8) (215- 15) (5,206) (13,851) Other assets and ROU assets 23 assets 25,523- 23 2,600 5,240 Accounts payable 2- payable (961- 1,320 209) 3 2 Payroll taxes and other payroll deductions payable 335 10 payable 10,288 88,193 89,932 Accrued worksite employee payroll costs 171 46 104 costs 45,797 103,744 74,817 Accrued health insurance costs (6,942 27) (7) 3,401 17,316 Accrued workers' compensation costs (17 9,787) (10,114) (197 10) Accrued corporate payroll, commissions and other accrued liabilities (44,620 2) (45) (5,179) 14,716 Income taxes payable / receivable receivable 15 (4,368) 19,362 (14,307) Total adjustments 27 adjustments 429 27,106 168,341 136,075 Net cash provided by operating activities 198 activities 520 198,488 347,691 260,155 Cash flows from investing activities Marketable securities: Purchases (23) (48) (47,983) (46,748) (58,202) Proceeds from maturities 38- maturities 23 38,635 44,955 60,045- 45 Proceeds from dispositions 27- dispositions, 735 — 28 — Property and equipment purchases (38) (40,117) (30,329) (32,856) Net cash used in investing activities (21,730 38) (22) (32,122) (31,013) Cash flows from financing activities Purchase of treasury stock (63) (131,519) (73,285) (69,725) Dividends paid (89) (84,219) (77 76,592) (144,179) Client funds liability and other 60 — other (21) 60 9,726 8,727 5,831 Net cash used in financing activities (173) (155,012) (141,150) (208,073) Net increase in cash, cash equivalents, restricted cash and funds held for clients 21,746 174,419 21,069 Cash, cash equivalents, restricted cash and funds held for clients beginning of year 1, and deposits – workers' compensation 309 21 174 013,919 839,500 786,699 Cash, cash equivalents, restricted cash and funds held for clients, and deposits – workers' compensation beginning of year 1, 035 1,014 840 Cash, cash equivalents, restricted cash, funds held for clients, and deposits – workers' compensation end of year \$ 1,344 035,665 \$ 1,035 013,919 \$ 807-1,768 014 F- 92023-92024 Form 10- K

CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued) Year Ended December 31, (in thousands millions) 2023 2022 2021 Supplemental — — 2024 2023 2022 Supplemental cash flow information: Income taxes, net \$ 62,879 33 \$ 63 \$ 57,354 \$ 53,835 Cash paid for interest 22- interest 32 22,067 13,402 7,268 ROU assets obtained in exchange for lease obligations 22 obligations 29 22 10,177 9,736 19,572 Excise tax liability accrued for common stock repurchases 544 — — F- 102023-102024 Form 10- K

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS 1. Accounting Policies Description of Business Insperty, Inc. ("Insperty" or "we", "our", and "us") provides an array of human resources ("HR") and business solutions designed to help improve business performance. Since our formation in 1986, we have evolved from being solely a professional employer organization ("PEO"), an industry we pioneered, to our current position as a comprehensive business performance solutions provider. We were organized as a corporation in 1986 and have provided PEO services since inception. Our most comprehensive HR services offerings are provided through our Workforce Optimization® and Workforce Synchronization™ solutions (together, our "PEO HR Outsourcing Solutions"), which encompass a broad range of human resources functions, including payroll and employment administration, employee benefits, workers' compensation, government compliance, performance management and training and development services, along with our cloud-based human capital management platform solution, the known as Insperty Premier™ platform. In addition to our PEO HR Outsourcing Solutions, we offer a comprehensive traditional payroll and human capital management solution, known as our Workforce Acceleration™ solution (our "Traditional Payroll Solution"). We also offer a number of other business performance solutions, including Recruiting Services, Employment Screening, Retirement Services, and Insurance Services. These other products and services generally are offered only with our other solutions. We provide our PEO HR Outsourcing Solutions by entering into a co-employment relationship with our clients, under which Insperty and its clients each take responsibility for certain portions of the employer-employee relationship. Insperty and its clients designate each party's responsibilities through its Client Service Agreement ("CSA"), under which Insperty becomes an employer of the employees who work at the client's location ("WSEE") for most administrative and regulatory purposes. As a co-employer of our WSEEs, we assume many of the rights and obligations associated with being an employer. We enter into an employment agreement with each WSEE, thereby maintaining a variety of employer rights, including the right to hire or terminate employees, the right to evaluate employee qualifications or performance, and the right to establish employee compensation levels. Typically, Insperty only exercises these rights in consultation with its clients or when necessary to ensure regulatory compliance. The responsibilities associated with our role as employer include the following obligations with regard to our WSEEs: (1) to compensate our WSEEs through wages and salaries; (2) to pay the employer portion of payroll-related taxes; (3) to withhold and remit (where applicable) the employee portion of payroll-related taxes; (4) to provide employee benefit programs; and (5) to provide workers' compensation insurance coverage. In addition to our assumption of employer status for our WSEEs, our PEO HR Outsourcing Solutions also includes other human resources functions for our clients to support the effective and efficient use of personnel in their business operations. To provide these functions, we maintain a significant staff of professionals trained in a wide variety of HR functions,

including employee training, employee recruiting, employee performance management, employee compensation and employer liability management. These professionals interact and consult with clients on a daily basis to help identify each client's service requirements and to ensure that we are providing appropriate and timely human capital management services. Revenue and Direct Cost Recognition We enter into contracts with our customers for human resources services based on a stated rate and price in the contract. Our contracts generally establish pricing for a period of 12 months and are generally cancellable at any time by either party with 30- days' notice. Our performance obligations are satisfied as services are rendered each month. The term between invoicing and when our performance obligations are satisfied is not significant. Our payment terms typically require payment concurrently with the invoicing of our PEO services. We do not have significant financing components or significant payment terms. Our revenue is generally recognized ratably over the payroll period as WSEEs perform their service at the client worksite in accordance with Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers. Customers are invoiced concurrently with each periodic payroll of its WSEEs. Revenues that have been recognized but not invoiced F- 112023-112024 Form 10- K represent unbilled accounts receivable of \$ 810,668.9 million and \$ 669,600.4 million at December 31, 2023-2024 and December 31, 2022-2023, respectively, and are included in accounts receivable, net on our Consolidated Balance Sheets. Pursuant to the "practical expedients" provided under ASC 340- 40, Other Assets and Deferred Costs- Contracts with Customers, we expense sales commissions when incurred because the terms of our contracts are cancellable by either party with a 30- day notice. These costs are recorded in commissions in our Consolidated Statements of Income and Comprehensive Income. Our revenue for our PEO HR Outsourcing Solutions by geographic region and for our other products and services offerings are as follows: Year Ended December 31, (in thousands millions)

2023	2022	2021	2024	2023	2022	2021
Northwest	1,801	1,756	884	1,757	624	556
Southeast	926	907	712	796	219	630
Central	1,195	1,170	491	1,045	867	914
Southwest	245	249	922	1,250	1,163	888
West	344	337	294	1,251	1,186	1,033
Other	64	70	65	59	568	58
Total revenue	6,485	5,581	6,871	486	5,939	938

Our PEO HR Outsourcing Solutions revenues are primarily derived from our gross billings, which are based on (1) the payroll cost of our WSEEs; and (2) a markup computed as a percentage of the payroll cost. The gross billings are invoiced concurrently with each periodic payroll of our WSEEs. Revenues, which exclude the payroll cost component of gross billings and therefore consist solely of the markup, are recognized ratably over the payroll period as WSEEs perform their service at the client worksite. Consistent with our revenue recognition policy, our direct costs do not include the payroll cost of our WSEEs. Our direct costs associated with our revenue generating activities are primarily comprised of all other costs related to our WSEEs, such as the employer portion of payroll- related taxes, employee benefit plan premiums and workers' compensation insurance costs.

Segment Reporting ASC 280, Segment Reporting establishes standards for reporting information about operating segments on a basis consistent with our internal organizational structure as well as information about geographical areas and business segments. We use the management approach to determine reportable operating segments. The management approach considers the internal organization and reporting used by our chief operating decision maker ("CODM") for making decisions, allocating resources and assessing performance. F- 122024 Form 10- K Our CODM has been identified as our chief executive officer, who reviews results when making decisions about allocating resources and assessing performance, in addition to considering our geographical footprint, which is based in the United States, and the management of our business activities, which is done on a consolidated basis. Based on management's assessment, we determined that we have only one operating segment and therefore one reportable segment under, HR Solutions, as defined by ASC 280. The HR Solutions Segment Reporting derives revenue from customers by providing various human resource services through professional service contracts. F- The accounting policies of the HR Solutions segment are the same as those described in the summary of significant accounting policies. The measure of segment assets is reported on our Consolidated Balance Sheets as total assets, and the CODM assesses performance and decides how to allocate resources based on net income as reported on our Consolidated Statements of Income. The CODM reviews revenues and expenses at the consolidated level as disclosed in our Consolidated Statements of Income and uses net income to evaluate income generated from segment assets (return on assets) in deciding whether to reinvest profits into our HR Solutions segment or into other areas of the entity, such as for acquisitions or to pay dividends. Net income is also used to monitor budget versus actual results and in competitive analysis by benchmarking to our competitors. The competitive analysis and the monitoring of budgeted versus actual results are used in assessing the segment's performance and in establishing management's compensation. Since we have only one operating segment, we do not have intra- segment sales or transfers.

Principles of Consolidation The Consolidated Financial Statements include the accounts of Insperity, Inc. and its wholly owned subsidiaries. Intercompany accounts and transactions have been eliminated in consolidation. Use of Estimates The preparation of financial statements in conformity with United States Generally Accepted Accounting Principles ("GAAP") requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Concentrations of Credit Risk Financial instruments that could potentially subject us to concentration of credit risk include accounts receivable and marketable securities. Cash, Cash Equivalents and Marketable Securities We invest our excess cash in federal government and municipal- based money market funds and debt instruments of U. S. municipalities. All highly liquid investments with stated original maturities of three months or less from date of purchase are classified as cash equivalents.

Liquid investments with stated original maturities of greater than three months from the date of purchase are classified as marketable securities in current assets. We account for marketable securities in accordance with ASC 320, Investments — Debt and Equity Securities. We determine the appropriate classification of all marketable securities as held- to- maturity, available- for- sale or trading at the time of purchase, and re- evaluate such classification as of each balance sheet date. At December 31, 2024 and 2023 and 2022, all of our investments in marketable securities were classified as available- for- sale, and as a result,

were reported at fair value. ~~Unrealized gains and losses are reported as a component of accumulated other comprehensive income (loss) in stockholders' equity (deficit).~~ The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts from the date of purchase to maturity. Such amortization is included in interest income as an addition to or deduction from the coupon interest earned on the investments. We use the specific identification method of determining the cost basis in computing realized gains and losses on the sale of our available- for- sale securities. Realized gains and losses are included in other income. Property and Equipment Property and equipment are recorded at cost and are depreciated over the estimated useful lives of the related assets using the straight- line method. Property and equipment, net consisted of the following: ~~F- 132024 Form 10- K~~ (in thousands ~~millions~~) December 31, ~~2023~~ ~~December 2024~~ ~~December 31, 2022~~ ~~Land~~ ~~2023~~ ~~Land~~ \$ 6,215 ~~\$ 6,215~~ Buildings and improvements ~~217~~ ~~improvements~~ ~~225~~ ~~217~~, 274 207, 740 Computer hardware and software ~~145~~ ~~145~~, 206 141, 856 Software development costs ~~137~~ ~~costs~~ ~~149~~ ~~137~~, 337 123, 967 Furniture, fixtures and other ~~51~~ ~~other~~ ~~56~~ ~~53~~, 849 50, 835 Property and equipment, gross ~~557~~ ~~gross~~ ~~581~~ ~~558~~, 881 530, 613 Accumulated depreciation and amortization (~~389~~ ~~360~~, 457) (~~361~~ ~~330~~, 621) Property and equipment, net \$ ~~192~~ \$ 197, 424 \$ 199, 992 ~~F- 132023 Form 10- K~~

The estimated useful lives of property and equipment for purposes of computing depreciation are as follows: Useful Life Buildings and improvements ~~5~~ ~~improvements~~ ~~4~~ — 30 years Computer hardware and software ~~2~~ — 5 years Software development costs ~~3~~ — 5 years Furniture, fixtures and other ~~5~~ — 7 years Software development costs relate primarily to software code development, systems integration and testing of our proprietary professional employer information systems and are accounted for in accordance with ASC 350- 40, Internal Use Software. Capitalized software development costs are amortized using the straight- line method over the estimated useful lives of the software, generally three years. We recognized \$ 13 .8 million, ~~\$ 14 million and~~ \$ 13 .2 million and \$ 10 .9 million in amortization of capitalized software development costs in ~~2024~~, 2023, ~~and~~ 2022 ~~and~~ 2021, respectively. Unamortized software development costs were \$ ~~32~~ ~~33~~.3 million and \$ 33 .7 million at December 31, ~~2024 and~~ 2023 ~~and~~ 2022, respectively. We periodically evaluate our long- lived assets for impairment in accordance with ASC 360- 10, Property, Plant, and Equipment. ASC 360- 10 requires that an impairment loss be recognized for assets to be disposed of or held- for- use when the carrying amount of an asset is deemed to not be recoverable. If events or circumstances were to indicate that any of our long- lived assets might be impaired, we would assess recoverability based on the estimated undiscounted future cash flows to be generated from the applicable asset or asset group. In addition, we may record an impairment loss to the extent that the carrying value of the asset exceeded the fair value of the asset. Fair value is generally determined using an estimate of discounted future net cash flows from operating activities or upon disposal of the asset. Cloud Computing Arrangements We incur costs to implement cloud computing arrangements that are hosted by third - party vendors. SaaS implementation costs associated with cloud computing arrangements are capitalized when incurred during the application development phase. The capitalized costs are recorded in our short- term and long- term other assets on our Consolidated Balance Sheets. Amortization is calculated on a straight- line basis over the contractual term of the cloud computing arrangement, typically a ~~two~~ ~~one~~ to five year period. We recognized \$ 11 5.7 million and, \$ 1.9 6 million, and \$ 2 million in amortization of SaaS implementation costs in ~~2024~~, 2023, and 2022, respectively. ~~These costs are recorded in general and administrative expenses in our Consolidated Statements of Income.~~ Unamortized SaaS implementation costs were \$ 16 23.7 million and \$ 24 20.2 million at December 31, ~~2024 and~~ 2023 ~~and~~ 2022, respectively. Leases We determine if an arrangement is a lease at inception of a contract in accordance with ASC 842, Leases, as well as the Financial Accounting Standards Board (“ FASB ”) issued Accounting Standards Updates clarifying the lease guidance. ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. As most of our leases do not provide an implicit interest rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. The lease terms used to calculate the ROU asset and related lease liability include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. ~~F- 142024 Form 10- K~~ Lease expense for operating leases is recognized on a straight- line basis over the lease term as an operating expense. We have lease agreements which require payments for lease and non- lease components and have elected to account for these as a single lease component related to our other operating facilities. Please read Note 11, “ Leases, ” for additional information. ~~Leases with an initial term of 12 months or less are not recorded on the balance sheet; instead, lease payments are recognized as lease expense on a straight- line basis over the lease term.~~ Goodwill and Other Intangible Assets Our goodwill is not amortized, but is tested for impairment on an annual basis or when there is an indication that there has been a potential decline in the fair value of a reporting unit. Annually, we perform a qualitative analysis to determine if it is more likely than not that the fair value has declined below its carrying value. This analysis considers various qualitative factors. Due to the nature of our business, all of our goodwill is associated with one reporting unit. We perform our annual impairment testing during the fourth quarter. Based on the results of our analysis, no impairment loss was recognized in ~~2024~~, 2023, ~~or~~ 2022 ~~or~~ 2021. ~~F- 142023 Form 10- K~~ We provide group health insurance coverage under a single- employer plan that covers both our WSEEs in our PEO HR Outsourcing Solutions and our corporate employees and utilizes a national network of carriers, including UnitedHealthcare (“ United ”), UnitedHealthcare of California, Kaiser Permanente, Blue Shield of California, HMSA BlueCross BlueShield of Hawaii, and Tufts (known as Harvard Pilgrim Health Care, formerly known as Tufts (HPHC) beginning in 2024), all of which provide fully insured policies or service contracts. Approximately 87 86 % of our costs related to health insurance coverage are provided under our policy with United. While the policy with United is a fully insured plan, as a result of certain contractual terms, we have accounted for this plan since its inception using a partially self- funded insurance accounting model. Effective January 1, 2020, under the amended agreement with United, we no longer have financial responsibilities for a participant’ s annual claim costs that exceed \$ 1 million (“ Pooling Individual Claims Limit ”). Accordingly, we record the cost of the United plan, including an estimate of the incurred claims, taxes and administrative fees (collectively the “ Plan Costs ”), as benefits expense, which is a component of

direct costs, in our Consolidated Statements of ~~Income and Comprehensive~~ Income. The estimated incurred but not reported claims are based upon: (1) the level of claims processed during each quarter; (2) estimated completion rates based upon recent claim development patterns under the plan; and (3) the number of participants in the plan, including both active and COBRA enrollees. Each reporting period, changes in the estimated ultimate costs resulting from claim trends, plan design and migration, participant demographics, and other factors are incorporated into the benefits costs, which requires a significant level of judgment. Additionally, since the plan's inception, under the terms of the contract, United establishes cash funding rates 90 days in advance of the beginning of a reporting quarter. If the Plan Costs for a reporting quarter are greater than the premiums paid and owed to United, a deficit in the plan would be incurred and a liability for the excess costs would be accrued in our Consolidated Balance Sheets. On the other hand, if the Plan Costs for the reporting quarter are less than the premiums paid and owed to United, a surplus in the plan would be incurred and we would record an asset for the excess premiums in our Consolidated Balance Sheets. The terms of the arrangement require us to maintain an accumulated cash surplus in the plan of \$ 9 -0-million, which is reported as long- term prepaid health insurance. In addition, United requires a deposit equal to approximately one day of claims funding activity, which was \$ 7.6-5-million at December 31, 2023-2024, and is included in deposits- health insurance as a long- term asset on our Consolidated Balance Sheets. As of December 31, 2023-2024, Plan Costs were more than the net premiums paid and owed to United by \$ 23-5 million. As this amount is less than the agreed- upon \$ 9 -0-million surplus maintenance level, the \$ 14.32-5-million difference is included in accrued health insurance costs, a current liability, in our Consolidated Balance Sheets. The premiums, including the additional quarterly premiums, owed to United at December 31, 2023-2024 were less than \$ 1.6-5-million, which is included in accrued health insurance costs, a current liability in our Consolidated Balance Sheets. Our benefits costs incurred in 2023-2024 included a decrease of \$ 29.13-0-million for changes in estimated run- off related to prior periods, net of ~~Pooling Individual Claims~~ Limit. Our benefits costs incurred in 2022-2023 included an increase-decrease of \$ 13.12-1-million for changes in estimated run- off related to prior periods, net- Our benefits costs incurred in 2021 included an increase of \$ 4.9 million for changes in estimated run- off- of Individual Claims Limit related to prior periods. Our workers' compensation coverage for our WSEEs in our PEO HR Outsourcing Solutions has been provided through an arrangement-arrangements with the Chubb Group of Insurance Companies or its predecessors (the " Chubb Program ") since 2007. The F- 152024 Form 10- K Chubb Program is fully insured in that Chubb has the responsibility to pay all claims incurred under the policy regardless of whether we satisfy our responsibilities. Under the Chubb Program, for claims incurred on or before September 30, 2019, we have financial responsibility to Chubb for the first \$ 1 million layer of claims per occurrence and, for claims over \$ 1 million, up to a maximum aggregate amount of \$ 6 million per policy year for claims that exceed \$ 1 million. Chubb bears the financial responsibility for all claims in excess of these levels. Effective for claims incurred on or after October 1, 2019, we have financial responsibility to Chubb for the first \$ 1.5 million layer of claims per occurrence and, for claims over \$ 1.5 million, up to a maximum aggregate amount of \$ 6 million per policy year for claims that exceed \$ 1.5 million. Because we bear the financial responsibility for claims up to the levels noted above, such claims, which are the primary component of our workers' compensation costs, are recorded in the period incurred. Workers' compensation insurance includes ongoing health care and indemnity coverage whereby claims are paid over numerous years following the date of injury. Accordingly, the accrual of related incurred costs in each reporting period includes estimates, which take into account the ongoing development of claims and therefore requires a significant level of judgment. F-152023 Form 10- K-We utilize a third- party actuary to estimate our loss development rate, which is primarily based upon the nature of WSEEs' job responsibilities, the location of WSEEs, the historical frequency and severity of workers' compensation claims, and an estimate of future cost trends. Each reporting period, changes in the actuarial assumptions resulting from changes in actual claims experience and other trends are incorporated into our workers' compensation claims cost estimates. During the years- year ended December 31, 2024 and 2023, 2022, and 2021, we reduced accrued workers' compensation costs by \$ 32 million and \$ 33.5-million, \$ 42.2 million and \$ 41.7-million, respectively, for changes in estimated losses related to prior periods. Workers' compensation cost estimates are discounted to present value at a rate based upon the U. S. Treasury rates that correspond with the weighted average estimated claim payout period (the average discount rate utilized in 2023 was 4.3% and in both 2022-2024 and 2023 was 2.9%) and are accreted over the estimated claim payment period and included as a component of direct costs in our Consolidated Statements of ~~Income and Comprehensive~~ Income. The following table provides the activity and balances related to incurred but not paid workers' compensation claims: Year Ended December 31, (in thousands-millions)

	2023	2022	Beginning	2024	2023	Beginning
Balance, January 1,	\$ 220	\$ 229	\$ 239	\$ 229	\$ 239	\$ 623
Accrued claims	61	61	720	49	121	Present value discount, net of accretion
claims, net	65	61	720	49	121	(12) (13 , 430) (9 , 517)
						Paid claims (69) (57 , 443) (49 , 819)
Ending balance	\$ 204	\$ 220	\$ 255	\$ 229	\$ 408	\$ 229
Current portion of accrued claims	\$ 69	\$ 57	\$ 403	\$ 49	\$ 779	
Long- term portion of accrued claims	\$ 162	\$ 163	\$ 852	\$ 179	\$ 629	
Total accrued claims	\$ 204	\$ 220	\$ 255	\$ 229	\$ 408	

The current portion of accrued workers' compensation costs on our Consolidated Balance Sheets at December 31, 2024 and 2023 and 2022 includes \$ 2.3-1-million and \$ 3.7-million, respectively, of workers' compensation administrative fees. The undiscounted accrued workers' compensation costs were \$ 240.250-0-million as of December 31, 2023-2024 and \$ 250.5-million as of December 31, 2022-2023. At the beginning of each policy period, the workers' compensation insurance carrier establishes monthly funding requirements comprised of premium costs and funds to be set aside for payment of future claims (" claim funds "). The level of claim funds is primarily based upon anticipated WSEE payroll levels and expected workers' compensation loss rates, as determined by the insurance carrier. Monies funded into the program for incurred claims expected to be paid within one year are primarily held as cash and money market funds (cash equivalents) and are recorded as restricted cash, a short- term asset, while the remainder of claim funds are included in deposits - workers' compensation, a long- term asset in our Consolidated Balance Sheets. During 2023-2024, we received \$ 39.46-3-million for the return of excess claim funds related to the workers' compensation program, which resulted in a decrease to deposits- workers' compensation. At December 31, 2024, we had restricted cash of \$ 69 million and deposits - workers' compensation. At December 31, 2023,

we had restricted cash of \$ 178.57.4 million, and deposits—workers' compensation—of which \$ 241.198.2 million was held in trust bank accounts. F-162024 Form 10-K Our estimate of incurred claim costs expected to be paid within one year is included in short-term liabilities, while our estimate of incurred claim costs expected to be paid beyond one year is included in long-term liabilities on our Consolidated Balance Sheets. Stock-Based Compensation At December 31, 2023-2024, we have one stock-based employee compensation plan under which we may issue awards. We account for this plan under the recognition and measurement principles of ASC 718, Compensation—Stock Compensation, which requires all share-based payments to employees to be recognized in the income statement based on their fair values. We generally make annual grants of unrestricted stock under our stock-based incentive compensation plan to our non-employee directors, and grants of restricted stock units to our officers and certain other employees. Restricted stock unit grants to officers and other employees generally vest over a period of three years from the date of grant. Restricted stock units are valued based on the fair value on date of grant and the associated expense, net of estimated forfeitures, is and are F-162023 Form 10-K recognized over the requisite service period. Stock grants issued to non-employee directors are 100% vested on the grant date. All shares are issued out of treasury. Our Insperty Long-Term Incentive Program (the "LTIP") provides for performance based long-term compensation awards in the form of performance units to certain employees based on the achievement of pre-established performance goals. Each performance unit represents the right to receive one common share at a future date based on our performance against certain targets. Performance units have a vesting schedule of three years. A portion of the LTIP grant to employees was considered a market-based performance award that cliff vests at the end of three years assuming continued employment and achievement of market-based performance goals. The fair value of each performance unit is the market price of our common stock on the date of grant. The fair value of each market-based performance unit was determined through use of the Monte Carlo simulation method. The compensation expense for such awards is recognized on a straight-line basis over the vesting term. Over the performance period the number of shares expected to be issued is adjusted upward or downward based on the probability of achievement of the performance target. Company-Sponsored 401(k) Retirement Plans Under our 401(k) retirement plan for corporate employees (the "Corporate Plan"), we matched 100% of eligible corporate employees' contributions, up to 6% of the employees' eligible compensation in 2024, 2023, and 2022, and ranging from up to 3% to up to 6% of the employees' eligible compensation in 2021. Matching contributions under the Corporate Plan are immediately vested. During 2024, 2023, and 2022 and 2021, we made matching contributions on behalf of corporate employees to the Corporate Plan of \$ 19.16.9 million, \$ 17 million, and \$ 14.4 million, and \$ 8.2 million, respectively, and are included in salaries, wages and payroll taxes in our Consolidated Statements of Income and Comprehensive Income. Under our separate 401(k) retirement plan for WSEEs (the "Worksite Employee Plan"), the match percentage for WSEEs ranges from 0% to 6%, as determined by each client company. Matching contributions under the Worksite Employee Plan are immediately vested. During 2024, 2023, and 2022 and 2021, we made matching contributions on behalf of WSEEs to the Worksite Employee Plan of \$ 390.374.5 million, \$ 375.328.5 million, and \$ 329.244.1 million, respectively. We expense all advertising costs as incurred. We use the liability method in accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on differences between financial reporting and income tax carrying amounts of assets and liabilities and are measured using the enacted tax rates and laws in effect when the differences are expected to reverse. Please read Note 7, "Income Taxes," for additional information. Recent Accounting Pronouncements In November-December 2023, the Financial Standards Accounting Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-07-09, Segment Reporting Income Taxes (Topic 280-740): Improvements to Reportable Segment Income Tax Disclosures. ASU 2023-07-09 expands the annual and interim disclosure requirements for reportable segments income taxes, primarily through enhanced disclosures about significant segment expenses specifically related to the rate reconciliation and income taxes paid. ASU 2023-07-09 is effective for fiscal years beginning F-172024 Form 10-K after December 15, 2024, with early adoption permitted. We are currently evaluating the guidance, but do not expect this ASU to materially impact our Consolidated Financial Statements. In November 2024, the FASB issued ASU No. 2024-03, Disaggregation of Income Statement Expenses. ASU 2024-03 requires public companies to disaggregate key expense categories such as employee compensation and depreciation in their financial statements. ASU 2024-03 is effective for fiscal years beginning after December 15, 2023-2026, and for interim periods beginning after December 14, 2024, with within early adoption permitted. We are currently evaluating the guidance and have not determined the impact this standard may have on our Consolidated Financial Statements. In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topics 740): Improvements to Income Tax Disclosures. ASU 2023-09 expands the disclosure requirements for income taxes, specifically related to the rate reconciliation and income taxes paid. ASU 2023-09 is effective for fiscal years beginning after December 15, 2025-2027, with early adoption permitted. We are currently evaluating the guidance and have, but do not determined the expect this ASU to materially impact this standard may have on our Consolidated Financial Statements. F-172023 Form 10-K-2. Other Balance Sheet Information The following table summarizes our cash and investments in cash equivalents and marketable securities held by investment managers and overnight investments: December 31, 2023-December 2024-December 31, 2022-2023 (in thousands millions) Cash & Cash Equivalents Marketable Securities Total Cash & Cash Equivalents Marketable Securities Total Overnight holdings \$ 931 — \$ 931 \$ 611, +00 \$ — \$ 611 Investment holdings 117 16 133 119 16 135 1, +00 \$ 678, 048 16 1, 512 \$ 064 730 16 746 Cash in demand accounts 27 — 27 27 \$ 678, 512 Investment holdings 119, 408 15, 905 135, 313 56, 963 33, 068 90, 031 730, 508 15, 905 746, 413 735, 475 33, 068 768, 543 Cash in demand accounts 26, 931 — 27 26, 931 41, 047 — 41, 047 Outstanding checks (36) — (36) (64, 566) — (64, 566) (43, 694) — (43, 694) Total \$ 692 1, 873 039 \$ 16 15, 905 \$ 708 1, 778 055 \$ 693 732, 828 \$ 16 33, 068 \$ 709 765, 896 Our cash and overnight holdings fluctuate based on the timing of clients' payroll processing cycles. Our cash, cash equivalents and marketable securities at December 31, 2023-2024 and December 31, 2022-2023 included \$ 830 million and \$ 510.1 million and \$ 504.8 million, respectively, of funds associated with federal and state income tax withholdings, employment taxes, and other payroll deductions, as well as \$ 91.27.6 million and \$ 28.36.8 million, respectively,

in client prepayments. At December 31, 2024 included in our \$ 830 million of funds associated with federal and state income tax withholdings was \$ 440 million of funds we received in late December 2024 from the Internal Revenue Service related to employee retention tax credits claimed by our PEO clients under the COVID relief programs, that are expected to be distributed to clients in early 2025. F- 182024 Form 10- K Cash, Cash Equivalents, Restricted Cash and, Funds Held for Clients, and Deposits – Workers’ Compensation The following table summarizes our cash, cash equivalents, restricted cash and, funds held for clients, and deposits – workers’ compensation as reported in our Consolidated Statements of Cash Flows: Year Ended December 31, (in thousands millions) 202320222021Supplemental----
 202420232022Supplemental schedule of cash and cash equivalents, restricted cash and funds held for clientsCash and cash equivalents \$ 732, 828 \$ 575, 812 \$ 554, 846 Restricted cash49, 779 46, 929 45, 522 Other current assets—funds held for clients (1) 34, and 942 (2) 31, 732 (2) — (2) Deposits—deposits – workers’ compensation196—compensationCash and, 370 185, 027 186, 331 Cash, cash equivalents, \$ 693 \$ 733 \$ 576 restricted Restricted cash cash57 and 50 47 Other current assets- funds held for clients (beginning of year \$ 1, 013, 919 \$ 839, 500 \$ 786, 699 Cash and cash equivalents \$ 692, 873 \$ 732, 828 \$ 575, 812 Restricted cash57, 403 49, 779 46, 929 Other current assets—funds held for clients (1) 87 35 32, 219 (2) 34, 942 (2) — (2) Deposits – workers’ compensation198, 170 196, 370 185, 027 Cash, cash equivalents, restricted cash and, funds held for clients end, and deposits – workers’ compensation beginning of year \$ 1, 035, 665 \$ 1, 014 013, 919 \$ 840 Cash and cash equivalents \$ 1, 039 \$ 693 \$ 733 Restricted cash69 57 50 Other current assets- funds held for clients (1) 58 807– 87 35 Deposits – workers’ compensation178 198 196 Cash, 768 cash equivalents, restricted cash, funds held for clients, and, and deposits – workers’ compensation end of year \$ 1, 344 \$ 1, 035 \$ 1, 014 (1)

Funds held for clients represent amounts held on behalf of our Traditional Payroll Solution customers that are restricted for the purpose of satisfying obligations to remit funds to clients’ employees and various tax authorities. (2) Beginning in the third quarter of 2022, we adjusted the presentation of our Consolidated Statements of Cash Flows to include changes in funds held for clients as a financing activity and to include funds held for clients in both the beginning and ending period amounts in our totals of cash, cash equivalents, restricted cash and funds held for clients. Prior period amounts have not been adjusted to this presentation as the amounts are immaterial to our Consolidated Financial Statements. Previously, the changes in funds held for clients and the related client fund liabilities were F-182023 Form 10- K presented within operating activities in our Consolidated Statements of Cash Flows. Funds held for clients are held in a trust separate from our company funds and we do not use these funds held for clients for any corporate activity. Please read Note 1. “ Accounting Policies, ” for a discussion of our accounting policies for deposits — workers’ compensation and restricted cash. Payroll Taxes and Other Payroll Deductions Payable As a co- employer, we generally assume responsibility for the withholding and remittance of federal and state payroll taxes and other payroll deductions with respect to wages and salaries paid to our WSEEs. As of December 31, 2024 and December 31, 2023, payroll taxes and other payroll deductions payable were \$ 901 million and \$ 566 million, respectively. The balance at December 31, 2024 includes \$ 440 million of funds we received in late December 2024 from the Internal Revenue Service related to employee retention tax credits claimed by our PEO clients under the COVID relief programs, that are expected to be distributed to clients in early 2025. 3. Fair Value Measurements We

account for our financial assets in accordance with ASC 820, Fair Value Measurement. This standard defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. The fair value measurement disclosures are grouped into three levels based on valuation factors: • Level 1- quoted prices in active markets using identical assets • Level 2- significant other observable inputs, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other observable inputs • Level 3- significant unobservable inputs F- 192024 Form 10- K Fair Value of Instruments Measured and Recognized at Fair Value The following table summarizes the levels of fair value measurements of our financial assets: December 31, 2023December 2024December 31, 2022-2023 (in thousands millions) TotalLevel 1Level 2TotalLevel 1Level 2Money market funds \$ 730 1, 508 048 \$ 730 1, 508 048 \$ — \$ 730 735, 475 \$ 730 735, 475 \$ — U. S. Treasury bills15 bills16 16, 905 15, 905 — 16 16 29, 703 29, 703 — Municipal bonds1, 064 1, 064 — 746 746 — 3, 365 — 3, 365 746, 413 746, 413 — 768, 543 765, 178 3, 365 Deposits- money market funds22 funds241, 292 241 — 22, 292 22 — — — Total \$ 768 1, 705 305 \$ 768 1, 705 305 \$ — \$ 768, 543 \$ 768 765, 178 \$ — 3, 365 Please read Note 2. “ Other Balance Sheet Information, ” for additional information. During 2024, we transferred \$ 158 million of claim The municipal bond securities valued as Level 2 are primarily pre- refunded municipal bonds that are secured by escrow funds containing U- previously held with Chubb to a trust account and those funds were subsequently invested in money market funds. S- government securities Both before and after the transfer, these funds were included in restricted cash and deposits- workers’ compensation on our Consolidated Balance Sheet. Our valuation techniques used to measure fair value for these securities during the period consisted primarily of third- party pricing services that utilized actual market data such as trades of comparable bond issues, broker / dealer quotations for the same or similar investments in active markets and other observable inputs. The following is a summary of our available- for- sale marketable securities: (in thousands millions) Amortized CostGross Unrealized GainsGross Unrealized LossesEstimated Fair ValueDecember 31, 2023U 2024U. S. Treasury bills \$ 16 15, 896 \$ 9 \$ — \$ 15, 905 — \$ 16 December 31, 2022U 2023U. S. Treasury bills \$ 16 29, 782 \$ — \$ — (79) \$ 16 29, 703 Municipal bonds3, 369 — (4) 3, 365 As of December 31, 2023-2024, the contractual maturities of all marketable securities in our portfolio were less than one year. F- 192023 Form 10- K Fair Value of Other Financial Instruments The carrying amounts of cash, cash equivalents, restricted cash, accounts receivable, deposits and accounts payable approximate their fair values due to the short- term maturities of these instruments. As of December 31, 2023-2024, the carrying value of borrowings under our revolving credit facility approximates fair value and was classified as Level 2 in the fair value hierarchy. Please read Note 6, “ Long- Term Debt, ” for additional information. F- 202024 Form 10- K 4. Accounts Receivable Accounts receivable, net consisted of the following: December 31, (in thousands millions) 20232022Trade 20242023Trade, net \$ 9 15, 772 \$ 16 13, 934 Unbilled668 — Unbilled810 669, 920 600, 446 Other9 Other10 9, 186 8, 384 Accounts receivable, net \$ 829

693,878 \$ 694,622,764 Our accounts receivable is primarily composed of trade receivables and unbilled receivables. Our trade receivables, which represent outstanding gross billings to clients, are reported net of allowance for doubtful accounts of \$ 1.4 million and \$ 1.0 million as of both December 31, 2024 and 2023, respectively. We establish an allowance for doubtful accounts based on management's assessment of the collectability of specific accounts and by making a general provision for other potentially uncollectible amounts. We make an accrual at the end of each accounting period for our obligations associated with the earned but unpaid wages of our WSEEs and for the accrued gross billings associated with such wages. These accruals are included in accrued worksite employee payroll cost and unbilled accounts receivable; however, these amounts are presented net in the Consolidated Statements of Income and Comprehensive Income. We generally require clients to pay invoices for service fees no later than the same day as the applicable payroll date. As such, we generally do not require collateral. Client prepayments directly attributable to accrued worksite employee payroll costs and unbilled revenues have been netted as we have the legal right of offset for these amounts. Unbilled accounts receivable consisted of the following: December 31, (in thousands millions) 2023 2022 2024 2023 Accrued worksite employee payroll cost \$ 730 \$ 559,194 \$ 513,397 Unbilled revenues 137 revenues 171 138,318 123,849 Client prepayments (91 27,592) (28 36,800) Unbilled accounts receivable \$ 810 668,920 \$ 669 600,446 5. Deposits and Prepaid Health Insurance Deposits and prepaid health insurance consisted of the following: December 31, (in thousands millions) 2023 2022 2024 2023 Prepaid health insurance \$ 9 ; 000 \$ 9 ,000 Deposits — health insurance 7 insurance 8 8 ,900 7,900 Deposits — workers' compensation 198 compensation 178 198 ,170 196,370 Deposits and prepaid health insurance \$ 195 \$ 215 ,070 \$ 213,270 F- 202023 Form 10-K The contractual arrangement with United for health insurance coverage requires us to maintain an accumulated cash surplus in the plan of \$ 9.0 million, which is reported as deposits and prepaid health insurance in our Consolidated Balance Sheets. Please read Note 1, "Accounting Policies," for a discussion of our accounting policies for health insurance costs and workers' compensation costs. F- 212024 Form 10- K 6. Long- Term Debt We have a revolving credit facility (the "Facility") with a borrowing capacity of up to \$ 650 million. The Facility may be further increased to \$ 700 million based on the terms and subject to the conditions set forth in the agreement relating to the Facility (as amended, the "Credit Agreement"). The Facility is available for working capital and general corporate purposes, including acquisitions, stock repurchases and issuances of letters of credit. Our obligations under the Facility are secured by 100 % of the stock of our captive insurance subsidiary and are guaranteed by all of our subsidiaries other than our captive insurance subsidiary and certain other excluded subsidiaries. At December 31, 2023 2024, our outstanding balance on the Facility was \$ 369.4 million, and we had an outstanding \$ 1.0 million letter of credit issued under the Facility, resulting in an available borrowing capacity of \$ 280 279.6 million. The Facility matures on June 30, 2027. Borrowings under the Facility bear interest at an annual rate equal to an alternate base rate or Adjusted Term SOFR for term SOFR loans, in either case plus an applicable margin. Adjusted Term SOFR is a forward-looking term rate based on the secured overnight financing rate plus a spread adjustment, which ranges from 0.10 % to 0.25 % depending on the interest period and type of loan. Depending on our leverage ratio, the applicable margin varies (1) in the case of SOFR loans, from 1.50 % to 2.25 % and (2) in the case of alternate base rate loans, from 0.00 % to 0.50 %. The alternate base rate is the highest of (1) the prime rate most recently published in The Wall Street Journal, (2) the federal funds rate plus 0.50 %; and (3) the Adjusted Term SOFR rate plus 2.00 %. We also pay an unused commitment fee on the average daily unused portion of the Facility at a rate of 0.25 % per year. The average interest rate for 2023 2024 was 6.7. 88.1 %. Interest expense and unused commitment fees are recorded in other income (expense). The Facility contains both affirmative and negative covenants that we believe are customary for arrangements of this nature. Covenants include, but are not limited to, limitations on our ability to incur additional indebtedness, sell material assets, retire, redeem or otherwise reacquire our capital stock, acquire the capital stock or assets of another business, make investments and pay dividends. In addition, the Credit Agreement requires us to comply with financial covenants limiting our total funded debt, minimum interest coverage ratio, and maximum leverage ratio. We were in compliance with all financial covenants under the Credit Agreement at December 31, 2023 2024. F- 212023 222024 Form 10- K 7. Income Taxes Deferred taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities used for financial reporting purposes and the amounts used for income tax purposes. Significant components of the net deferred tax assets as reflected on the Consolidated Balance Sheets are as follows: December 31, (in thousands millions) 2023 2022 2024 2023 Deferred tax liabilities Prepaid assets \$ (4 ,191) \$ (4) Depreciation (5 ,395) Depreciation (6 ,477) (7 ,448) Software development costs (2 ,598) Tenant improvements (3 ,380) (3 ,139) Right- of- use leased assets (19 16,624) (17 16,371) Intangibles (3 2,595) (3 2,247) Total deferred tax liabilities (34) (33 ,267) (37 ,198) Deferred tax assets Accrued incentive compensation 8 compensation 12 9 ,553 13,116 Net operating loss carry forward 332 407 Workers' compensation accruals 4 ,588 5 ,358 Accrued rent 1 rent 2 2 ,781 1,790 Software development costs 3 costs 13 4 ,717 — Stock- based compensation 14 compensation 15 14 ,332 12,255 Operating lease liabilities 20 liabilities 22 20 ,007 19,508 Other 1 ,010 972 Total deferred tax assets 54 assets 69 54 ,320 53,406 Valuation allowance (706 1) (675 1) Total net deferred tax assets 53 assets 68 53 ,614 52,731 Net deferred tax assets \$ 34 \$ 20 ,347 \$ 15,533 F- 222023 232024 Form 10- K The components of income tax expense are as follows: Year Ended December 31, (in thousands millions) 2023 2022 2021 2024 2023 2022 Current income tax expense Federal \$ 41 \$ 49 ,058 \$ 62 61,649 \$ 30,887 State 9 State 8 9 ,452 15 ,067 8,640 Total current income tax expense 58 expense 49 58 77 ,510 76,716 39,527 Deferred income tax benefit Federal (benefit 11) expense Federal (3 ,887) (9 8,844) 4,562 State (927 3) (1 ,797) 149 (2) Total deferred income tax (benefit (14) expense (4 ,814) (10,641) 4,711 11 Total income tax expense \$ 53,696 35 \$ 54 \$ 66 ,075 \$ 44,238 The reconciliation of income tax expense computed at U. S. federal statutory tax rates to the reported income tax expense from continuing operations is as follows: Year Ended December 31, (in thousands millions) 2023 2022 2021 Expected 2024 2023 2022 Expected income tax expense at 21 % \$ 26 \$ 47 ,266 \$ 52 51,539 \$ 35,347 State income taxes, net of federal benefit 6 benefit 4 7 ,540 10,106 6,974 Nondeductible expenses 5 ,455 4 ,338 7,362 Equity compensation, net net 1 (4 ,386) 1 ,345 (4,427) Research and development credit (1 ,183) (1 ,241) (1 ,018) Other, net 4 (12) — Reported total income tax expense \$ 53,696 35 \$ 54 \$ 66 ;

075 \$ 44, 238-At December 31, 2023-2024, we have had net operating loss carryforwards totaling \$ 1 -3-million that expire from 2025-2026 to 2030 related to an acquisition that occurred in 2010. We recognize interest and penalties related to uncertain tax positions in income tax expense. As of December 31, 2024, 2023, and 2022 and 2021, we have had no uncertain tax positions, and as a result, have made no provisions for interest or penalties related to uncertain tax positions. The tax years 2020 2021 through 2022-2023 remain open to examination by the Internal Revenue Service of the United States. The tax years 2019 2020 through 2022-2023 remain open to examination by various state tax authorities. 8. Stockholders' Equity During 2023-2024, we repurchased or withheld an aggregate of 1-697, 177-259, 109-shares of our common stock, as described below. Repurchase Program Our Board of Directors (the " Board ") has authorized a program to repurchase shares of our outstanding common stock (" Repurchase Program "). The purchases may be made from time to time in the open market or directly from stockholders at prevailing market prices based on market conditions and other factors. During 2023-2024, 1-516, 798-062, 598-shares were repurchased under the Repurchase Program. On August 1, 2023, we announced that our Board authorized an increase of 2, 000, 000 shares that may be repurchased under the Repurchase Program. As of December 31, 2023-2024, we were authorized to repurchase an additional 1, 969-452, 562-764 shares under the Repurchase Program. The Inflation Reduction Act of 2022, which was enacted into law on August 16, 2022, imposes a nondeductible 1 % excise tax on the net value of certain stock repurchases made after December 31, 2022. During 2023, we recorded the applicable excise tax in treasury stock of \$ 1 million as part of the cost basis of stock repurchased and recorded a corresponding F-232023 Form 10-K liability for the excise tax payable in other accrued liabilities in our Consolidated Balance Sheets. F-242024 Form 10-K Withheld Shares During 2023-2024, we withheld 196-180, 511-379 shares to satisfy tax withholding obligations for the vesting of long- term incentive and restricted stock unit awards. The Board declared and paid quarterly dividends as follows: (amounts per share) 20232022First 20242023First quarter \$ 0. 52-57 \$ 0. 45-52 Second quarter 0. 60 0. 57 0-52 Third quarter 0. 60 0. 57 0-52 Fourth quarter 0. 60 0. 57 0-52 During 2024 and 2023 and 2022, we declared and paid dividends totaling \$ 89 million and \$ 84 .2 million and \$ 76 .6 million, respectively. At December 31, 2023-2024, 20 million shares of preferred stock were authorized. 9. Incentive Plans The Incentive Plan, Inc. Incentive Plan, as amended, (the " Incentive Plan ") provides for options and other stock- based awards that have been and may be granted to eligible employees and non- employee directors of Inesperity or its subsidiaries. The Incentive Plan permits stock options, including nonqualified stock options and options intended to qualify as " incentive stock options " within the meaning of Section 422 of the Internal Revenue Code, stock awards, restricted stock units, phantom stock awards, stock appreciation rights, performance units, and other stock- based awards and cash awards, all of which may or may not be subject to the achievement of one or more performance objectives. The purpose of the Incentive Plan generally is to retain and attract persons of training, experience and ability to serve as employees of Inesperity and its subsidiaries and to serve as non- employee directors of Inesperity, to encourage the sense of proprietorship of such persons and to stimulate the active interest of such persons in the development and financial success of Inesperity and its subsidiaries. The Incentive Plan is administered by the Compensation Committee of the Board (the " Committee "). The Committee has the power to determine which eligible employees will receive awards, the timing and manner of the grant of such awards, the exercise price of stock options (which may not be less than market value on the date of grant), the number of shares and all of the terms of the awards. The Board may at any time amend or terminate the Incentive Plan. However, no amendment that would impair the rights of any participant, with respect to outstanding grants, can be made without the participant' s prior consent. Stockholder approval of amendments to the Incentive Plan is necessary only when required by applicable law or stock exchange rules. Assuming all outstanding performance- based awards are paid at maximum achievement of pre- established performance goals, at December 31, 2023-2024, 1 . 4 million, 837, 540 shares of common stock were available for future grants under the Incentive Plan. We also maintain the Inesperity, Inc. Long- Term Incentive Plan (" LTIP ") under the Incentive Plan. The LTIP provides for performance- based long- term compensation awards in the form of performance units to certain employees based on the achievement of pre- established performance goals. We granted performance units under the LTIP to our named executive officers and certain other officers in 2024, 2023, and 2022 and 2021. Employees who attain a minimum age of 62 and have provided 15 years or more of continuous service may continue to vest in awards following a qualifying retirement as defined under the Incentive Plan award agreement, as though they were still an employee, provided the grant date of the award is six months or more before the employee' s last day of employment, the employee provides the Company with six months advance notice of retirement, the employee continues to work full- time during such six (6) month period, and the employee signs a waiver and release of claims. In addition, in order to avoid forfeiting any outstanding award, a retired employee must refrain from providing any services, including but not limited to, as an employee, director, advisor, or independent contractor to a business engaged in providing any F- 242023-252024 Form 10- K services offered by the Company and its subsidiaries and affiliates at the time of the employee' s retirement, including but not limited to PEO services, payroll services, retirement services or insurances services. For a termination following a qualifying retirement, time- vested based awards will continue to vest in the normal course. For a termination following a qualifying retirement, performance- based awards with completed or in- process performance periods are adjusted for achievement of the performance criteria, prorated through the date of termination and paid in the normal course, while performance- based awards for performance periods that have not started are forfeited. Stock- based compensation expense related to time- vested based and performance- based awards is accelerated over the requisite service period for employees who meet the requirements for continued vesting. Stock- based compensation expense and other disclosures for stock- based awards follows: Year Ended December 31, (in thousands millions) 202320222021Stock 202420232022Stock based compensation expense recognized \$ 52, 996-61 \$ 53 \$ 50, 080 \$ 40, 623 Income tax benefit realized from stock- based compensation expense 12 expense 17, 643-13 13, 483-10, 677 Time- Based Restricted Stock Units Time- based restricted stock units (" RSUs "), under equity plan accounting, are generally measured at fair value on the date of grant based on the number of shares granted, estimated forfeitures and the quoted price of the common stock. Such value is recognized as compensation expense over the corresponding vesting period, generally three years to five years for awards currently outstanding. However,

various lawsuits and claims arising in the normal course of business. Management believes it has valid defenses in these cases and is defending them vigorously. While the results of litigation cannot be predicted with certainty, management believes the final outcome of such litigation will not have a material adverse effect on our financial position or results of operations. F-282023-292024 Form 10-K Exhibit 10. **14 DIRECTORS COMPENSATION PLAN (Amended and Restated as of January 1, 2025) Page SECTION 1. DEFINITIONS 1 SECTION 2. ADMINISTRATION 4 SECTION 3. PARTICIPANTS 4 SECTION 4. BENEFITS 4 SECTION 5. GENERAL PROVISIONS 9** INSPERITY, INC. INCENTIVE DIRECTORS COMPENSATION PLAN PREAMBLE WHEREAS (as Amended and Restated Effective May 22, 2023) RESTRICTED STOCK UNIT AGREEMENT This Restricted Stock Unit Agreement (this “ Agreement ”) is between Insperity, Inc. (the “ Company ”) and previously adopted the Insperity, Inc. Directors Compensation Plan (the “ Grantee Plan ”) in order to promote the interests of the Company by encouraging Directors (as defined below) to acquire or increase their equity interests in the Company and to provide a means whereby such persons may develop a sense of proprietorship and personal involvement in the development and financial success of the Company; and WHEREAS, effective August 15, 2012, the Company amended and restated the Plan in its entirety; and WHEREAS, effective April 1, 2017, the Company amended and restated the Plan in its entirety; and WHEREAS, effective January 1, 2019, the Company amended the Plan; and WHEREAS, effective January 1, 2021, the Company amended the Plan; and WHEREAS, effective January 1, 2022, the Company amended the Plan; and WHEREAS, effective January 1, 2024, the Company amended the Plan; and WHEREAS, the Company desires to amend and restate the Plan in its entirety. NOW, THEREFORE, the Company hereby amends and restates the Plan as set forth herein, effective as of January 1, 2025. SECTION 1. For purposes of the Plan, the following terms shall have the meanings indicated: 1. 1 Annual Director Award Date means for each calendar year in which this Plan is in effect, the date on which the annual meeting of the stockholders of the Company is held in that year. 1. 2 Applicable Date means for the annual Board retainer, committee membership retainers and annual committee chair fees, the last day of the quarter. 1. 3 Award Agreement means Award Agreement as such term is defined under the Insperity, Inc. Incentive Plan. 1. 4 Board means the Board of Directors of the Company. 1. 5 Cause means: (a) the Director whose removal is proposed has been convicted, or when a Director is granted immunity to testify when another has been convicted, of a felony by a court of competent jurisdiction and such conviction is no longer subject to direct appeal; (b) such Director has been found by the affirmative vote of a majority of the entire Board at any regular or special meeting of the Board called for that purpose or by a court of competent jurisdiction to have been guilty of willful misconduct in the performance of his or her duties to the Company in a matter of substantial importance to the Company; or (c) such Director has been adjudicated by a court of competent jurisdiction to be mentally incompetent, which mental incompetency directly affects his or her ability as a Director of the Company. 1. 6 Committee means the Compensation Committee of the Board or any other committee as may be designated by the Board. 1. 7 Common Stock means Common Stock as such term is defined under the Insperity, Inc. Incentive Plan. 1. 8 Compensation means the Participant’ s annual Board retainer, committee membership retainers and any retainers and fees earned by the Participant for chairing committees during the applicable calendar year, as set forth in Appendix A, which may be amended from time to time by the Board. 1. 9 Director means a member of the Board, excluding any individual who is also an employee of the Company or one-a subsidiary thereof. 1. 10 Disability means the inability to perform the duties of the Director’ s position for a period of six (6) consecutive months or for an aggregate of six (6) months during any twelve (12) month period after the Grant Date by reason of any medically determinable physical or mental impairment, as determined by the Board in the Board’ s sole discretion. 1. 11 Reserved. 1. 12 Fair Market Value means, as applied to a specific date, Fair Market Value as such term is- is Subsidiaries defined under the Insperity, Inc. Incentive Plan. 1. 13 Grant Date means the automatic date of grant of an award under the Plan (this “ Award ”) of restricted stock units, each representing one share of Common Stock (as defined provided for in Section 4. 1. 14 Insperity, Inc. Incentive Plan or Incentive Plan means the Insperity, Inc. Incentive Plan, as amended and restated effective May 22, 2023 (, and as amended from time to time. 1. 15 Option means an Option as such term is defined under the “ Insperity, Inc. Incentive Plan ”). 1. 16 Participant means each Director, excluding any Director who elects in writing not to participate in the Plan. 1. 17 Stock Award means a Stock Award as such term is defined under the Insperity, Inc. Incentive Plan. 1. 18 Treasury Stock means issued shares of Company Stock that are held by the Company. SECTION 2. 2. 1 Administration. The Plan shall be administered by the Board. The Board shall have the complete authority and power to interpret the Plan, prescribe, amend and rescind rules relating to units-- its comprising administration, determine a Participant’ s right to a payment and the amount of such payment, and to take all other actions necessary or desirable for the administration of the Plan. In the event the Board determines that the number of actual meetings for the Board or a committee exceeds three (3) times the number of regularly scheduled meetings during a calendar year, the Board may provide for an adjustment to the Compensation paid for the corresponding retainer to compensate Directors for the additional attended meetings. All actions and decisions of the Board shall be final and binding upon all persons. 2. 2 Capitalized Terms. To the extent not defined in this Award referred to herein as “ Restricted Stock Units ”) awarded to the Grantee on (the “ Award Date ”), such number of Restricted Stock Units subject to adjustment as provided in the Plan, capitalized and further subject to the following terms and conditions: shall have the meanings assigned thereto in the Incentive Plan. SECTION 3. 3. 1 Participants. Relationship- Each Director shall be eligible to Plan be a Participant. This Award-SECTION 4. 4. 1 Retainer, Meeting and Committee Chair Fees. The Compensation of Directors is subject to all of the terms, conditions set forth in Appendix A. The Compensation for annual retainers and annual committee chair fees provisions of, and administrative interpretations under, the Plan, if any, which have been adopted by the Committee thereunder. Any question shall be paid to each Director on a quarterly basis, with each installment being equal to one- fourth of interpretation arising under this Agreement the annualized amount set forth in Appendix A and being paid as soon as

administratively feasible following the end of the quarter. Annually, each Director may elect, prior to the date that the Compensation would otherwise be first payable to such Director in cash, to receive all such Compensation in shares of Company Stock. The number of shares of Company Stock to be paid to an electing Director shall be determined by dividing the Director's Compensation to be paid on such date by the Fair Market Value of the Company Stock on the Applicable Date, with any fractional share paid in cash. Notwithstanding the foregoing, however, payment in shares of Company Stock may only be made by the Company with shares of Treasury Stock. In the event the number of shares of Treasury Stock is insufficient on any date to make all such payments provided for in this Section 4.1 in full, the then Committee all Directors who are entitled to receive shares of Company Stock on such date shall share ratably in the number of shares available and its determinations the balance of each such Director's Compensation shall be final and conclusive upon paid in cash. An individual Director's ratable share shall be calculated by dividing such Director's eligible Compensation applicable to such payment by the total of all parties in interest electing Directors' eligible Compensation applicable to such payment. Except An election to receive payment of Compensation in Company Stock rather than in cash shall be made in such manner as defined the Committee may from time to time prescribe. 4.2 Equity Award Grants. Directors shall be granted equity awards in accordance with the terms provided below and subject to applicable terms and limitations set forth in the Company's Incentive Plan and the applicable Award Agreements. Notwithstanding anything herein to the contrary, capitalized terms if the number of shares of Common Stock available for equity awards under the Incentive Plan is insufficient to make all grants of the awards provided for below on the applicable grant date, then all Directors who are entitled to an award on such date shall share ratably in the number of shares then available for awards under the Incentive Plan, and Directors shall have no right the same meanings ascribed to receive an award with respect to them the under deficiencies in the number of available shares. 4.3 Reserved. 4.4 Annual Director Award. (a) On the Annual Director Award Date, each Director who is in office immediately after the annual meeting on such date shall be granted a Stock Award of a number of shares of Common Stock with an aggregate Fair Market Value as set forth in Appendix A, determined as of the Grant Date. The Annual Director Awards shall be 100% vested and exercisable and shall be rounded up to the next higher whole share amount in the case of a fractional share amount. No Annual Director Award will be made to an individual Director if such Director gives advance written notice to the Board that the he or she does not wish Plan. 2. Vesting Schedule. (a) Subject to Sections 2 receive such award. (b) A Director who is appointed to ; 2 (e), 2 (d) and 3 below, (c) of the Restricted Board for the first time after January 1, 2025, shall be automatically granted, on the date of his or her appointment to the Board, a Stock Units granted under this Award of a number of shares of Common Stock with an aggregate Fair Market Value equal to the Annual Director Award as set forth in Appendix A, determined as of the Grant Date, but such Award shall be pro-rated based on the date of the last annual meeting, rounded to the nearest month ("Initial Annual Director Award"). The Initial Annual Director Award shall be 100% vested and exercisable and shall be rounded up to the next higher whole share amount in the case of a fractional share amount. (c) Notwithstanding the foregoing, a Director whose initial service on the Board begins as a result of being elected or appointed to the Board at the annual meeting shall receive the Annual Director Award, but not an Initial Annual Director Award. 4.5 Termination of Director Options. Any Option previously granted to a Director shall terminate and be of no force and effect with respect to any shares of Common Stock not previously purchased by the Director upon the first to occur of: (i) the tenth (10th) anniversary of the Grant Date for such award; or (ii) the expiration of (A) three months following the Director's termination of service for Cause; or (B) three years following the Director's termination of service for any other reason. Notwithstanding anything herein to the contrary, the normal expiration date for Options shall not be extended. 4.6 Forfeiture of Director Stock Awards. Any portion of a Stock Award to a Director which has not become vested on or before each annual anniversary of the Award Date date (each a "Vesting Date"), subject to the Grantee's continuous Employment from the Award Date until (and as of) each Vesting Date. (b) Unvested Restricted Stock Units subject to this Award shall not partially or fully vest or otherwise accelerate vesting solely as the Director result of a Change in Control. (c) All unvested Restricted Stock Units subject to this Award shall vest, irrespective of the limitations set forth in subparagraph (a) above, provided that the Grantee has been in continuous Employment since the Award Date, upon the earliest occurrence of: (i) a Qualifying Termination; (ii) a Non-Assumption; or (iii) the Grantee's termination of Employment by reason of death or Disability. (d) If the Grantee's Employment terminates due to the Grantee's Retirement, the Grantee will continue to vest in the remaining unvested Restricted Stock Units, if any, on the applicable annual Vesting Date in accordance with Section 2 (a) or accelerated vesting under Section 2 (c) (ii) or upon the Grantee's death as if the Grantee had remained in continuous Employment through the applicable annual Vesting Date or vesting event, respectively. Officer RSU Award Jan 2024 (e) For purposes of this Agreement: (i) "Cause" shall be determined solely by the Compensation Committee and means a termination of Grantee's Employment for: a. Gross negligence or willful misconduct in the performance of the Grantee's duties; b. Conviction or plea of nolo contendere for a felony or any crime involving moral turpitude; or c. Committing an act of fraud or deceit intended to result in personal and unauthorized enrichment of Grantee at the Company's expense. (ii) "Disability" means that the Grantee has a disability such that he has been determined to be eligible for benefits under a long-term disability plan sponsored by the Company or a Subsidiary or, if the Grantee is not covered by such a plan, a physical or mental impairment (a) which causes a Grantee to be unable to perform the normal duties for an employer as determined by the Committee in its sole discretion; and (b) which is expected either to result in death (or blindness) or to last for a continuous period of at least twelve (12) months. The Committee may require that the Grantee be examined by a physician or physicians selected by the Committee. The Grantee's termination of Employment by reason of Disability under Section 2 (c) (iii) above is subject to execution and delivery to the Company of an effective Waiver and Release Agreement. (iii) "Employment" means employment with the Company, a successor following a Change in Control or a Subsidiary other than a Subsidiary that is a licensed professional employer organization. (iv) A "Non-

Assumption” shall be deemed to occur on the date of the consummation of an event that constitutes a Change in Control as defined solely under the definition of Change in Control in section 2 of the Plan (provided such Change in Control constitutes a change in control event” within the meaning of Treasury Regulation Section 1.409A-3 (i) (5)), where in connection with such Change in Control, the successor entity, or a parent of the successor entity, has not agreed to assume, replace or substitute this Award with another award of equivalent or greater value, and on substantially similar or more favorable terms. (v) “Qualifying Termination” means a termination of the Grantee’s Employment within eighteen (18) months following a Change in Control for one of the following reasons: a. A termination initiated by the Grantee due to items (1) through (4) below referred to herein as “Good Reason” that the Grantee has not consented to in writing: 2 Officer RSU Award_Jan 2024 (1) A material diminution in the Grantee’s title, position, authority, duties or responsibilities from those applicable to Grantee preceding the Change in Control; (2) A change in the geographic location at which Grantee must perform services- **service**, which shall mean requiring Grantee to be permanently based more than 50 miles from the Grantee’s principal Company location; (3) A material diminution in Grantee’s base salary other than as part of an across-the-board reduction applicable to all the Company’s executives of less than ten (10) percent; or (4) A material diminution in Grantee’s bonus opportunity, incentive compensation or perquisites, if inconsistent with other executives with similar levels of authority, duties or responsibilities; or b. An involuntary termination by the Company or Subsidiary or a successor to the Company other than for Cause. For purposes of this Agreement, the Grantee’s termination of Employment will be considered to be a Qualifying Termination for Good Reason if the Grantee has provided written notice to the Company of the condition the Grantee claims constitutes Good Reason within ninety (90) days of the initial existence of such condition, the condition specified in the notice remains uncorrected for thirty (30) days after receipt of the notice by the Company, and the Grantee actually terminates Employment after the thirty (30) day correction period and before the expiration of the time limit required of a Qualifying Termination. Any vesting by reason of a Qualifying Termination is subject to execution and delivery to the Company of an effective Waiver and Release Agreement. (vi) “Retirement” means the Grantee’s voluntary termination of Employment other than for Good Reason (and other than an involuntary termination by the Company for Cause) satisfying the Qualified Retirement Policy and all of the following conditions: a. the Grantee submits a voluntary request for retirement that satisfies applicable notice requirements and is accepted by the Company or Subsidiary; b. the Grantee’s Employment terminates on or after the date that the Grantee has attained sixty-two (62) years of age and has at least fifteen (15) years of continuous Employment as of the termination date; c. the Grantee’s Employment terminates on or after the date that is six (6) months after the Grant Date; and 3 Officer RSU Award_Jan 2024 d. the Grantee executes an effective Waiver and Release Agreement. (vii) “Waiver and Release Agreement” means the legal document in a form approved by the Company, in which a Grantee, in exchange for the benefits specified in Section 2 (c) or Section 2 (d), agrees to be subject to the repayment conditions of the Waiver and Release Agreement and releases the Company and other related parties, from liability and damages arising from or in connection with the Grantee’s Qualifying Termination, Retirement or termination of Employment by reason of Disability. In order for a Waiver and Release Agreement to be effective, the Waiver and Release Agreement must be: a. Executed and returned by the Grantee (or Grantee’s legal representative) to the Company, after termination of the Grantee’s Employment, and within the period provided in the Waiver and Release Agreement, b. Unrevoked by the Grantee (and Grantee’s legal representative) during the seven (7) day period following the date of execution (or if longer, such other period required under applicable federal or state law), and c. Effective and irrevocable no later than the sixtieth (60th) day after the date of a Grantee’s termination of Employment. 3. Forfeiture of Award. Except as provided in another written agreement between the Grantee and the Company, if the Grantee’s Employment terminates other than by reason of death, Disability, Retirement or Qualifying Termination pursuant to the provisions of Section 2, all unvested Restricted Stock Units as of the Employment termination date shall be forfeited immediately after termination of employment. **4. 7 Award** Except in the case of a Qualifying Termination, the Company has sole discretionary authority to determine when a Grantee’s Employment terminates for all purposes under this Agreement and the Plan. **Each Option and If a Grantee’s Employment terminates due to Retirement, Disability or Qualifying Termination, all unvested Restricted Stock Award Units as of the Grantee’s termination date shall expire on the date that is not 100 % vested** Grantee fails to deliver a timely, **granted to a Director** effective and irrevocable Waiver and Release Agreement. 4. Dividend Equivalents; No Shareholder Rights. During the period of time between the Award Date and the earlier of the settlement date or forfeiture date of the Restricted Stock Units, the Restricted Stock Units shall be evidenced by book entry registration. With respect **an Award Agreement between the Company and such Director that sets forth the terms, conditions and limitations described in this Plan, if any, the Incentive Plan and any additional terms, conditions and limitations applicable** to each Restricted **the Option or the Stock Unit that Award.** 4. 8 Pro- Ration of Compensation. In the event a Director is elected or appointed to the Board at any time during the year, or if a Director becomes vested, at the same time such Award is settled pursuant to Section 5, the Grantee is entitled to receive a **committee member or committee chair** stock dividend equivalent payment equal to all dividends and other distributions made with respect to a share of Common Stock during the **calendar year** period between the Award Date and the Vesting Date or vesting event under Section 2 (c) or (d) above. The Grantee shall have no rights of a shareholder with respect to Restricted Stock Units until and unless shares of Common Stock are transferred to the Grantee. 5. Settlement and Delivery of Shares. The Grantee will receive one share of Common Stock with respect to each Restricted Stock Unit that becomes vested as of a Vesting Date or vesting event under Section 2 (c) or (d) above, which **the annual Board and committee retainer and annual committee chair fee** shall be delivered to **paid pro-rata based on service for** the Grantee **calendar year quarter, rounded to the nearest month based on the date of election or appointment. In the event a Director resigns from the Board, a committee or as soon-committee chair, compensation for the respective retainer or fee will be similarly paid pro- rata based on service for the calendar year quarter.** SECTION 5. 5. 1 Amendment and Termination. The Board may from time to time amend, suspend or terminate the Plan, in whole or in part; provided, however, no amendment, suspension or termination of the Plan may impair the right of a Participant to receive any

benefit accrued hereunder prior to the effective date of such amendment, suspension or termination. Notwithstanding the preceding sentence, equity awards under the Plan will cease without any action of the Committee or Board if the Incentive Plan, or successor plan, expires and the Board does not designate another plan under which the equity awards are to be made. 5.2 Compliance with Securities Laws. It is the intention of the Company that, so long as any of administratively practicable, but not later than sixty (60) days following the date the Restricted Stock Unit becomes vested. The Company's equity shall not be obligated to deliver any shares of Common Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any national securities exchange or inter-dealer quotation system upon which the Common Stock is listed or quoted. In no event shall the Company be obligated to take any affirmative action in order to cause the delivery of 1934 shares of Common Stock to comply with any such law, rule as amended, regulation or agreement. 6. Notices and Disclosure. Unless the Company notifies the Grantee in writing of a different procedure, any notice or other communication to the Company with respect to this Award Plan shall be operated in writing compliance with Section 16 (b) thereof. APPENDIX A Insperty, Inc. Directors Compensation Plan (Amended and Restated as of January 1, 2025) 5.3 Applicable Law. Except to the extent preempted by applicable federal law, the Plan shall be delivered: (a) by registered or certified United States mail, postage prepaid, to Insperty, Inc. Directors' Compensation & Equity Awards Effective January 1, 2025

Board Compensation Committee	FRMA Committee	N & CG Committee	Lead Independent Director	Commonality, Equality, & Cohesion Board Liaison
Annual Retainer	\$ 85,000	\$ 10,000	\$ 15,000	\$ 5,000
Annual Committee Chair Fees	* N/A	\$ 15,000	\$ 25,000	\$ 15,000
N/A	AN/A	AN/AN	AN/AN	AN/AN
* Committee chair fee is in addition to the committee member retainer fee. Certain portions of this exhibit have been omitted pursuant to Rule 601 (b) (10) of Regulation S-K. The omitted information is (i) not material and (ii) the type of information that the Company treats as private or confidential. Exhibit 10.42 October 25, 2024 Mr. James D. Allison EVP of Comprehensive Benefits Solutions and Chief Profitability Officer 19001 Crescent Springs Drive ; Kingwood V (C5.10.60). TX Kingwood, Texas 77339				

Dear Jim: For [] clients with Insperty " Client Service Agreement Effective Dates " between [], through [], UnitedHealthcare will [] for each [] covered for health insurance under UnitedHealthcare and Insperty's Minimum Premium Financial Agreement and the Minimum Premium Administrative Services Agreement (the "[]"). To qualify, an [] member must be included on the [], UnitedHealthcare membership report to be considered eligible for the []. The [] will be executed as a [] in the first or second quarter of 2025. The [] being offered is designed to help [] and is in addition to any prior [] provided for under the Minimum Premium Financial Agreement, amended and restated effective January 1, 2005, as amended, between the parties (the " MPFA ") or the Minimum Premium Administrative Services Agreement, amended and restated effective January 1, 2005, as amended, between the parties (the " MPASA " and, together with the MPFA, the " Minimum Premium Agreements "). Insperty is to provide UHC with the requisite information between [], and [], on a [] basis to allow UHC to verify [] for [] members. For purposes of this [], [] members will be measured once by UHC, on [], 2025, for purposes of []. UHC will "[]" the [] based on the [], 2025 [] of additional [] members if [] or [] compared to the [], 2025 measurement is [] members. Insperty and UHC further agree that the [] contemplated herein is intended to be a [] event and shall in no way subsequently amend or modify the Minimum Premium Agreements (other than as expressly set forth in this letter). The parties also acknowledge and agree that the terms and conditions of this letter agreement, including the existence thereof, are subject to the provisions of Section 5 (e) of the MPASA, relating to publicity of the arrangement. If you agree with the terms of this Letter of Agreement, please sign below and return an executed copy to me via email to []. Should you have any questions, please call me at ([] [] []). Best Regards / s / Anthony R. CarrAnthony R. CarrNational Vice President, UnitedHealthcare AGREED TO AND ACCEPTED BY: / s / James D. AllisonInsperty Holdings, Inc. James D. AllisonEVP of Comprehensive Benefits Solutions and Chief Profitability OfficerDate: 10 / 29 / 2024

In the normal course of business, officers, directors, employees and agents of Insperty, Inc. and its subsidiaries (collectively, the " Company ") may come into possession of significant, sensitive, confidential or proprietary information. In the eyes of the law, this information is considered the Company's property ; persons affiliated with the Company are entrusted with this information and have a duty to protect it against inappropriate use or disclosure. Because the Company's common stock is publicly traded, federal securities laws generally prohibit any director, officer, employee or agent of the Company and entities (b-such as trusts, limited partnerships, limited liability companies and corporations) over which such individuals have or share voting or investment control (each, a " Covered Person ") possessing material nonpublic information about the Company from buying or selling Company securities or passing on such information to other buyers or sellers. For purposes of the laws prohibiting insider trading, Company securities include the Company's common stock as well as options, and include direct holdings as well as indirect holdings, such as holdings through employee benefit plans. Substantial legal penalties can be imposed on the Company and on any individual Covered Person for a violation of these laws. In addition, certain transactions must be reported by Covered Persons hand- and delivery / or otherwise to Insperty, Inc the Company in filings with the United States Securities and Exchange Commission (" SEC ") . Attn: The purpose of this Policy is to facilitate compliance with these laws by : General Counsel, 19001 Crescent Springs Drive, Kingwood V (1 C5.10.60) , Kingwood, Texas 77339 informing Covered Persons of their responsibilities in this area : (2) establishing procedures or for certain Covered Persons to follow before trading in Company securities; (e-3) informing Covered Persons of the consequences of violating the law and this Policy; and (4) assisting Covered Persons and the Company with reporting information regarding trades in Company securities when applicable. The Company has adopted this Policy to fulfill the Company's obligation to

prevent insider trading and to help Covered Persons avoid the severe consequences associated with violation of the insider trading laws. The Company also intends to prevent even the appearance of improper conduct on the part of anyone employed by email or associated with the Company by prohibiting all speculative trading in Company stock. **I. Federal Insider Trading Laws** The Law. Federal insider trading laws generally prohibit any Covered Person (or any Family Member of a Covered Person – see Part II below) who possesses material nonpublic information (also referred to as “inside information”) relating to the Company from buying or selling shares of common stock or other securities of the Company or any publicly traded options on shares of common stock or other Company securities, or engaging in any other action to take advantage of, or pass on to others, that information. The key is that a person possesses the material nonpublic information – it does not matter whether the material nonpublic information is the basis for the buying or selling of securities. Moreover, personal trading transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure) are not an exception. The SEC, which is the primary U. S. enforcer of the federal securities laws, takes the view that the mere fact that a person knows or possesses the information is enough to bar him or her from trading, even if the reasons for the potential trade are not based on that information. This prohibition also extends to all material inside information that may be acquired in the course of a person’s employment or relationship with the Company relating to the securities issued by other companies. If you have any questions regarding the application of these policies, please contact the Company’s General Counsel or, who is the designated compliance officer with respect to his this delegate Policy. **Notwithstanding Materiality.** In applying this Policy, it is often necessary for Covered Persons to determine whether certain information is material nonpublic information. Information may be considered “material” when the information, whether positive or negative, might be of possible significance to an investor in a decision to purchase, sell or hold stock or the other foregoing, in the securities. Information may be significant for this purpose event– even if it would not alone determine the investor’s decision. Chances are, if a person learns something that leads that person to want to buy or sell securities, the address of the Company information will be considered material. Thus, even speculative information can be material; information that something is changed likely to happen or not happen, notices shall instead or even that it may or may not happen, can be made pursuant considered material. In short, any information which could reasonably be expected to affect the foregoing provisions at price of the security is material information and, if not public, material nonpublic information. See “When Information is Public” below. By way of example, it is probable that the following information, in most circumstances, would be deemed material: • annual, quarterly or monthly financial results; • a change in earnings or earnings projections or a significant change in the Company’s financial condition; • discussions, negotiations and agreements regarding a significant proposed or pending transaction, including a merger, acquisition, business combination, or tender offer; • a significant sale of assets or then– the current address. Any notices provided disposition of a significant subsidiary; • significant changes in prices, customers, for– or suppliers; • planned changes in dividend this Agreement or distribution policies; • declaration in the Plan shall be given in writing and shall be deemed effectively delivered or given upon receipt or, in the case of notices delivered a stock split, the initiation of a stock buy- back program, or the offering of additional debt or equity securities; • entering into significant new contracts or the non- performance or termination by the Company to the Grantee, five days (5) after deposit in the United States mail, postage prepaid, addressed to the Grantee at the address specified at the end of this Agreement or at such other address as the Grantee hereafter designates by written notice to the Company. The foregoing notwithstanding, the Grantee agrees that the Company may deliver by email all documents relating to the Plan or this Award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). The Grantee also agrees that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under a significant existing contract with the Company. If the Company posts these documents on a web site, such posting is deemed to notify the Grantee. 7. No Transfer or Assignment of Award. Except as otherwise permitted by the Committee, the Grantee’s rights under the Plan and this Agreement are personal; no assignment • significant threatened claims or litigation transfer of the Grantee’s rights under and interest in this Award may be made by the Grantee other than by will or significant developments by the laws of descent and distribution or by a qualified domestic relations order, and this Award is payable during his lifetime only to the Grantee, or in existing litigation; • significant developments involving the case of a Grantee who is mentally incapacitated, this Award shall be payable to his guardian or legal representative. 8. Payment of Par Value. In the event that the Company does not settle the Award from the Company’s treasury shares or in consideration of the Grantee’s past service intellectual property rights; • significant labor disputes; • significant cybersecurity incidents, including vulnerabilities and breaches; • top management changes; or • significant changes in the Company’s obligation to deliver product or service offerings. This list is not exhaustive; the other shares types of information may also Common Stock to Grantee upon the vesting of Restricted Stock Units shall be subject to the payment material. Covered Persons must not engage in full any transaction that is described above until after this type of information becomes public. **When Information is Public.** Information is considered the requisite par value per share 5 Officer RSU Award– Jan 2024 of the shares of Common Stock prior to such issuance (collectively, the “public Par Value”). The Grantee approves and authorizes the Company no longer “inside” only after it has been effectively disclosed in a manner sufficient to insure deduct the Par Value of the shares of Common Stock from the Grantee’s payroll from the Company or its availability affiliates. If the Company is unable to the investing public. This disclosure generally requires reporting through widely circulated news or otherwise wire services or in major financial newspapers, or public disclosure in a filing with the SEC. Selective disclosure to a few persons does not make such payroll deduction information public. Furthermore, Grantee acknowledges and agrees that adequate dissemination requires allowing enough time after he the announcement shall be responsible for the market to react to payment of any

and all federal, state and local taxes on such income if the information Company pays the Par Value on behalf of Grantee. It is the 9. Withholding. The Company's policy that material information is not deemed to have been adequately disseminated until one full trading day has elapsed following the release of such information to the public. In this regard, the Company will deem that one full trading day has elapsed if such information is released to the public before 10: 30 a. m. Central Time on the preceding trading day. As an example, if the Company issues a press release containing financial results and also conducts a teleconference to discuss the financial results and to provide financial guidance prior to 10: 30 a. m. Central Time on a Monday that is a trading day, the information would not be deemed to have been adequately disseminated until trading markets open on Tuesday. On the other hand, if material information is released after 10: 30 a. m. Central Time on a Monday that is a trading day, the information would not be deemed to have been adequately disseminated until the trading markets opened on Wednesday. Tipping. Information that could have an impact on Company stock price, or sensitive information relating to other companies, including customers, suppliers or potential parties to contracts or transactions, must not be passed intentionally or inadvertently on to other companies or people (such as family members, friends, relatives or business associates). When " tipping " occurs, both the " tipper " and the " tippee " may be held liable under the insider trading laws, and this liability may extend to all those to whom the tippee gives the information. The legal penalties described below are applicable whether or not a tipper derives any benefit from a tippee's actions. II. Restrictions on Purchases, Sales and Certain Other Activities General Policy. It is the Company's policy that if a Covered Person possesses material nonpublic information concerning the Company, then that Covered Person may not (1) buy, sell, gift, or otherwise trade in stock or other securities of the Company (including options relating to such securities) or (2) pass on such information to others. This policy also extends to trading in stock or other securities issued by other companies, such as customers, suppliers, competitors or joint venture partners (including options relating to such securities), if a Covered Person has acquired or possesses material nonpublic information relating to such companies in the course of his or her employment or affiliation with the Company. Family Members. All restrictions in this policy that apply to a Covered Person, including Trading Windows, Special Blackout Periods and pre- clearances, also apply to his or her Family Members, regardless of whether such Family Members are aware of or possess the material nonpublic information. It is the responsibility of each Covered Person to ensure that his or her Family Members comply with this policy. In this policy, the " Family Members " of a Covered Person mean his or her spouse, minor children, other adults living in the same household, any family members who do not live in the same household but whose transactions in stock or other securities of the Company are directed by such Covered Person or are subject to influence or control by such Covered Person, and entities (such as trusts, limited partnerships, limited liability companies and corporations) over which such individuals have or share voting or investment control. Trading Window. In addition to the general policy prohibiting trading while in possession of material nonpublic information, it is the Company's policy that (1) directors of the Company, (2) officers of the Company holding the office of " senior vice president " or higher (" Senior Officers "), (3) any employee designated to the General Counsel by any Senior Officer, and (4) all members of the Company's Disclosure Committee (collectively, " Special Covered Persons "), may purchase and sell stock or other securities of the Company only during the following periods (" Trading Window "): • the 45- day periods beginning on the second business day following the release of the Company's quarterly financial results for the first, second and third quarters; and • the 30- day period beginning on the second business day following the public release of the Company's fourth quarter and annual financial results. At the direction of the General Counsel, the Company will notify any individuals designated pursuant to clause (3) above that they are considered Special Covered Persons and whether they are also subject to the pre- clearance policy. Special Blackout Periods. From time to time a potentially material event or set of circumstances (such as merger and acquisition activities) may require the Company to implement a blackout period related to that specific event or set of circumstances (a " Special Blackout Period "). If you could have access to material nonpublic information concerning that event or circumstances, the Company may designate you as being subject to the Special Blackout Period. If you are made subject to a Special Blackout Period, you (and your Family Members) may not engage in any transaction involving the purchase or sale of Company stock until advised that the Special Blackout Period has been terminated. Special Blackout Periods will only be announced to those Covered Persons who are aware of the event or circumstances giving rise to the Special Blackout Period. Covered Persons made aware of the existence of a Special Blackout Period may not disclose the existence of the Special Blackout Period to any other person (other than Family Members solely for the purpose of ensuring their compliance with the Special Blackout Period). Further, if a Covered Person has material nonpublic information relating to another company as a result of such person's knowledge of a Special Blackout Period, that Covered Person may not trade in the securities of the other company while in possession of such information. Required Trading Pre- Clearances. As a means of ensuring compliance with the General Policy set forth above, directors, Senior Officers, and any other individuals informed by the General Counsel that they are subject to this pre- clearance policy are required to pre- clear any and all transactions in any Company securities with the General Counsel's office. Absent the receipt of such pre- clearance, transactions in Company securities by any such persons are strictly prohibited. Please note that the requirement to pre- clear trades applies notwithstanding the fact that a proposed transaction may fall during a Trading Window. A request for pre- clearance should be submitted to the General Counsel a reasonable time in advance of the proposed transaction and should be accompanied by a confirmation that the person seeking such clearance is not in possession of material nonpublic information. The General Counsel's office is under no obligation to deliver shares of Common Stock approve a transaction submitted for pre- clearance, and may determine not to permit the transaction. Clearance of a transaction is valid only until the end of the second trading day following the day on which clearance was granted and any cleared trade that is not executed within this time period (other than trading arrangements that by their approved terms are

intended to execute outside such time period) must be resubmitted to the General Counsel for pre-clearance. Even if the trade is cleared, the person seeking clearance remains responsible for the decision to trade and no trade should be made if the person is the then Grantee upon in possession of material nonpublic information. If any Covered Person has any question about whether the they vesting are subject to this pre-clearance requirement, he or she should contact the Company's General Counsel. Exceptions to Trading Window and Required Trading Pre-Clearances The following transactions are not subject to the Trading Window or the requirement to pre-clear trades: • transactions under a previously established contract or plan which (1) satisfies the requirements of Restricted-the SEC's Rule 10b5-1 and (2) in the case of directors and Senior Officers, is approved by the Company. If you have questions or wish to establish such a plan, please contact the Company's General Counsel; • "direct" (as opposed to "cashless" or "broker assisted") exercises of Company-issued options to purchase common Stock-stock Units shall, i. e., stock purchases pursuant to the exercise of stock options where no sale of the underlying stock is involved (so-called "exercise and hold" transactions). However, any exercises of options that result in the sale of stock or other securities of the Company would be subject to the restrictions contained in this Policy; • acquisitions under satisfaction of all applicable federal, state and local income and employment tax withholding requirements (the "Required Withholding"). The Company shall withhold from the Common Stock that would otherwise have been delivered to the Grantee the number of shares necessary to satisfy the Grantee's Employee Required Withholding, and deliver the remaining shares of Common Stock Purchase Plan; and • sales of common stock to the Grantee, unless Company made to pay withholding taxes due at the Grantee vesting of restricted stock awarded by the Company. No Safe Harbor. The existence of a Trading Window should not be considered a safe harbor for trading, and all Covered Persons should use good judgment at all times. For example, occasions may arise when Covered Persons become aware during a Trading Window that earnings for the following quarter are likely to exceed, or fall below, market expectations to an extent that could be material. In such a case, the general policy would still prohibit trading even though the Trading Window is open. If any Covered Person ever has made arrangements with questions about whether the they are permitted to trade in Company for securities at any particular time, the he Grantee to deliver to or she should contact the Company cash, a check or other available funds for the full amount of the Required Withholding by 5:00 p. m. Central Standard Time on the date the Restricted Stock Units become vested. The amount of the Required Withholding and the number of shares of Common Stock to be withheld by the Company, if applicable, to satisfy the Grantee's Required Withholding- General Counsel. Other Restrictions No Short Sales. Covered Persons are prohibited from making any short sales of Company common stock or any other Company securities. No Trading in Options. Covered Persons are prohibited from engaging in transactions in put options, shall call options or other derivative securities of Company stock. A transaction in these kinds of options is, in effect, a be bet on the short-term movement of the Company's stock, and thus could create the appearance that one is trading based on the Fair Market Value of the shares of Common- inside information. No Hedging Transactions. Covered Persons are prohibited from engaging in hedging transactions involving Company Stock-stock or other Company securities. Certain forms of hedging or monetization transactions (such as zero-cost collars and forward sale contracts) allow a person to lock in much of the value of his or her stock holdings, often in exchange for all or part of the potential upside appreciation in the stock. These transactions would allow a person to continue to own the covered securities, but without the full risks and rewards of ownership. Thus, a person who engaged in these transactions would no longer have the same objectives as the Company's other shareholders. Limited Use of Standing or Limit Orders. Standing and limit orders (except orders intended to comply with the SEC's Rule 10b5-1) create heightened risks for insider trading violations. There is no control over the timing of purchases or sales that result from standing instructions to a broker, and as a result the broker could execute a transaction when a Covered Person is in possession of material nonpublic information, which could draw scrutiny of the transaction. Due to the heightened risks to you, the Company cautions you against placing standing or limit orders on the date prior to the applicable date of vesting and shall be limited to the withholding amount calculated using the minimum statutory withholding rates or, in accordance with any policy adopted by the Company securities, such other applicable withholding rates not in excess of the maximum statutory rates in effect for the applicable jurisdiction. A Covered Person 10. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by the Grantee, the Company and their respective permitted successors and assigns (including personal representatives, heirs and legatees), except that the Grantee may not assign any rights place, modify, or cancel a standing obligations under this Agreement except to the extent and in the manner expressly permitted herein. 11. Right to Employment or limit order Service. The granting of this Award shall not impose upon the Company any obligation to maintain Grantee as an Employee and shall not diminish the power of the Company to terminate Grantee's Employment at any time that . The Company and its Subsidiaries reserve the Covered Person right to terminate a Grantee's Employment at any time, with or without cause. 12. Severability. If any term, provision, covenant, or condition of this Agreement is in possession held by a court of competent jurisdiction to be invalid material nonpublic information. In addition, illegal a Special Covered Person may only place, modify or unenforceable for or any reason, such invalidity, illegality, or unenforceability shall cancel a limit order during a Trading Window and the limit order may not affect any of the other terms, provisions, covenants, or conditions of this Agreement, each of which shall be binding and enforceable. 13. Governing Law. This Agreement, to the extent extend beyond not otherwise governed by mandatory provisions of the Code or the securities laws of the United States, shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. 14. Section 409A. It is the intent of the Company and the Grantee that this Award comply with or be exempt from the requirements of Section 409A and the provisions of this Agreement will be administered, interpreted and construed accordingly. To the extent this Award constitutes "deferred compensation" under Section 409A, (a) the time of settlement of this Award specified in Section 5 is a specified time within the meaning of Treasury Regulation 6-Officer RSU Award_ Jan 2024 § 1. 409A-3 (i) (1), (b) if a Waiver and Release Agreement is due during the sixty (60) day settlement period under Section 5 and

such period begins in one taxable year and ends in another taxable year, any settlement under Section 5 shall not be made until the beginning of the second taxable year, and (e) if the Grantee is a "specified employee" within the meaning of Section 409A on the date of his or her "separation from service" within the meaning of Section 409A, any payments of deferred compensation hereunder shall be made on the first to occur of (x) the date that is six (6) months after the date of the Grantee's separation from service, (y) the date of the Grantee's death, or (z) such other date as complies with the requirements of Section 409A. For purposes of this Agreement, "termination of Employment" (and similar phrases) shall mean a "separation from service" within the meaning of Treasury Regulation 1.409A-1(h). 15. Recoupment Policy and Clawback Provision. Any amounts granted or paid under this Agreement may be subject to the Insperity, Inc. Incentive Compensation Recoupment Policy, the Policy for the Recovery of Erroneously Awarded Compensation, the Qualified Retirement Policy, or other applicable recoupment or clawback policy of the Company in effect from time to time. 16. Restrictive Covenants. Grantee's right to receive settlement of the Restricted Stock Units shall be further conditioned upon his or her compliance with the provisions of this Section 16. In the event Grantee fails to comply with any of the provisions of this Section 16, Grantee shall repay to the Company any prior settlement of Restricted Stock Units subject to this Agreement and will forfeit any unvested Restricted Stock Units covered by this Agreement. For purposes of this Section 16, the term "Company" means the Company and its Subsidiaries. (a) Definitions. As used in this Section 16, the following terms shall have the following meanings: (1) "Non-Solicit Period" means the period during which Grantee is employed by the Company and extending until twenty-four (24) months following Grantee's termination of Employment. (2) "Proprietary Information" includes all confidential or proprietary scientific or technical information, data, formulas and related concepts, business plans (both current and under development), client lists, promotion and marketing programs, trade secrets, or any other confidential or proprietary business information relating to the business of the Company, whether in written or electronic form of writings, correspondence, notes, drafts, records, maps, invoices, technical and business logs, policies, computer programs, disks or otherwise. Proprietary Information does not include information that is or becomes publicly known through lawful means. (b) Confidential Treatment. Grantee acknowledges and agrees that he or she has acquired, and will in the future acquire as a result of his or her Employment or otherwise, Proprietary Information of the Company which is of a confidential or trade secret nature, and all of which has a great value to the Company and is a substantial basis and foundation upon which the Company's **general Trading Window (** business is predicated. Accordingly, **other than in limit orders intended to comply with the requirements** legitimate performance of Grantee **the SEC's Rule 10b5-** job duties, Grantee agrees: **(-1) . If applicable to that Special Covered Person** regard and preserve as confidential at all times all Proprietary Information; **7 Officer RSU Award Jan 2024 (2) to refrain from publishing or disclosing any part of the Proprietary Information and from using, the Special Covered Person must also first obtain pre-clearance with the General Counsel** copying or duplicating it in any way by any means whatsoever; and **(3) not to use on Grantee's own behalf office before placing, modifying, or canceling a limit order. Pledges of Significant Amounts of Company Stock Are Prohibited; Pre-Approval Required. Covered Persons are prohibited from holding a significant amount of Company securities in a margin account or pledging a significant amount of Company stock as collateral or for on behalf a loan, except in connection with a broker assisted exercise and sale of stock when any third party or to disclose loan is outstanding only until the Proprietary Information to any person or entity sale is cleared (i. e., a so-called "cashless option exercises"). Brokers may generally sell stock in a margin account without the customer prior written consent of the Company. (c) Property of the Company. Grantee acknowledges that all Proprietary Information and other property of the Company which Grantee accumulates during Grantee's Employment are consent if the customer fails to meet a margin call. Similarly, securities pledged as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because these exclusive property of sales could occur at a time when a Covered Person possesses material nonpublic information, Covered Persons may not engage in these types of transactions (except in connection with a cashless exercise of stock options when any loan is outstanding only until the sale is cleared) without the prior approval of the Board of Directors. Any request to pledge Company securities must be submitted to . Upon the termination of Grantee's Employment, or at any time upon the Company's **General Counsel, who will present the request ,** Grantee shall surrender and deliver to the **Board of Directors for consideration. In determining whether to permit a pledge of Company securities** (and not keep, recreate or furnish to any third party) any and all work papers, reports, manuals, documents and the **Board** like (including all originals and copies thereof) in Grantee's possession which contain Proprietary Information relating to the business, prospects or plans of **Directors will consider whether the amount of Company securities requested .** Further, Grantee agrees to **be pledged** search for and delete all Company information, including Proprietary Information, from his **is significant** or her computer, smartphone, tablet, or **based on such facts and circumstances existing at the time and** any other personal electronic storage devices, **information deemed relevant by the Board of Directors. Post Employment or Other Relationship. This Policy will continue to apply to Covered Persons after the termination of their employment or** other than payroll information **relationship with the Company. If your employment** or other financial information that Grantee may need for his or her tax filings, and, upon request, certify to the Company that Grantee has completed this search and deletion process. (d) Cooperation. Grantee agrees that, following any termination of his or her Employment, Grantee will not disclose or cause to be disclosed any Proprietary Information, unless (in any such case) required by court order. Pursuant to the Defend Trade Secrets Act of 2016, Grantee shall not be held criminally or civilly liable under any Federal or state trade secret law for the disclosure of any Proprietary Information that (i) is made (A) in confidence to a Federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Company may seek the assistance, cooperation or testimony of Grantee following any such termination in connection with any investigation, litigation or proceeding arising out of matters within the knowledge of Grantee and related to his or her Employment, and in such instance, Grantee shall provide such assistance, cooperation or testimony and the Company**

shall pay Grantee's reasonable costs and expenses in connection therewith. (e) Non-Solicitation. (1) Grantee and the Company agree to the non-solicitation provisions of this Section 16 (e): (i) in consideration for the Proprietary Information provided by the Company to Grantee; and (ii) to protect the Proprietary Information of the Company disclosed or entrusted to Grantee by the Company or created or developed by Grantee for the Company, the business goodwill of the Company developed through the efforts of Grantee and the business opportunities disclosed or entrusted to Grantee by the Company. (2) Grantee expressly covenants and agrees that, during the Non-Solicit Period, Grantee will not: (i) engage or employ, or solicit or contact with a view to the engagement or employment of, any person who 8 Officer RSU Award _ Jan 2024 is an officer or employee of the Company; or (ii) canvass, solicit, approach or entice away or cause to be canvassed, solicited, approached or enticed away from the Company any person who or which is or was a customer of the Company, during the prior two years of Grantee's Employment, and either (x) about which Grantee received Proprietary Information or (y) with which Grantee had contact or dealings on behalf of the Company. (3) Grantee expressly recognizes that he or she is a key employee and an important member of management who will be provided with access to Proprietary Information and trade secrets as part of Grantee's Employment and that the restrictive covenants set forth in this Section 16 are reasonable and necessary in light of Grantee's position and access to the Proprietary Information. (f) Relief. Grantee and the Company agree and acknowledge that the limitations as to time and scope of activity to be restrained as set forth in this Section 16 are reasonable and do not impose any greater restraint than is necessary to protect the legitimate business interests of the Company. Grantee and the Company also acknowledge that money damages would not be sufficient remedy for any breach of this Section 16 by Grantee, and the Company shall be entitled to enforce the provisions of this Section 16 by terminating any unvested Restricted Stock Units, taking action to recoup the value of any Restricted Stock Units already settled and paid to Grantee, and to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Section 16 but shall be in addition to all remedies available at law or in equity, including the recovery of damages from Grantee and Grantee's agents. However, if it is determined that Grantee has not committed a breach of this Section 16, then the Company shall resume vesting of the Restricted Stock Units due under this Agreement and pay to Grantee all Restricted Stock Units that would have vested but had been suspended pending such determination. (g) Reformation. The Company and Grantee agree that the foregoing restrictions are reasonable under the circumstances and that any breach of the covenants contained in this Section 16 would cause irreparable injury to the Company. Grantee expressly represents that enforcement of the restrictive covenants set forth in this Section 16 will not impose an undue hardship upon Grantee or any person or entity affiliated with Grantee. Further, Grantee acknowledges that Grantee's skills are such that Grantee can be gainfully employed and that the restrictive covenants will not prevent Grantee from earning a living. Nevertheless, if any of the aforesaid restrictions are found by a court of competent jurisdiction to be unreasonable, or overly broad as to time, or otherwise unenforceable, the parties intend for the restrictions herein set forth to be modified by the court making such determination so as to be reasonable and enforceable and, as so modified, to be fully enforced. (h) Protected Disclosures. Notwithstanding any provision to the contrary in this Agreement, nothing in this Agreement prohibits Grantee from reporting possible violations of law or regulation to any governmental agency or entity, including the U. S. Department of Justice, the U. S. Securities and Exchange Commission, the U. S. Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Nothing in this Agreement limits Grantee's ability to 9 Officer RSU Award _ Jan 2024 communicate with any government agencies or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company. Additionally, Grantee and the Company acknowledge and agree that Grantee does not need the prior authorization of the Company to make any such reports or disclosures and Grantee is not required to notify the Company or any of its affiliates that Grantee has made such reports or disclosures. (i) Survivability. The provisions of this Section 16 shall survive any termination of the Agreement and settlement of Restricted Stock Units, and shall remain applicable to Grantee. 17. Entire Agreement; Binding Effect. This Agreement shall cover all shares of Common Stock acquired by the Grantee pursuant to this Agreement, including any community and/or separate property interest owned by the Grantee's spouse in said shares. All terms, conditions and limitations on transferability imposed under this Agreement upon shares acquired by the Grantee shall apply to any interest of the Grantee's spouse in such shares. This Agreement and the Plan constitute the entire understanding between the parties regarding this Award, and supersedes any and all prior written or oral agreements between the parties with respect to the subject matter hereof. There are no representations, agreements, arrangements, or understanding, either written or oral, between or among the parties with respect to the subject matter hereof which are not set forth in this Agreement. This Agreement is binding upon the Grantee's heirs, executors and personal representatives with respect to all provisions hereof. Except as set forth herein, this Agreement cannot be modified, altered or amended, to the detriment of the Grantee, except by an agreement, in writing, signed by both a duly authorized executive officer of the Company and the Grantee. INSPIRITY, INC. Award Date: By: Name: Title: 10 Officer RSU Award _ Jan 2024 Acknowledgement and Acceptance by the Grantee I, _____, the undersigned Grantee, hereby acknowledge that I have received copies of the Inspirity, Inc. Incentive Plan, as amended and restated effective May 22, 2023 (the "Plan") and corresponding Prospectus for the Plan, and that I will consult with and rely upon only my own tax, legal and financial advisors regarding the consequences and risks of the Award. I hereby agree to and accept the foregoing Restricted Stock Unit Agreement, subject to the terms and provisions of the Plan and administrative interpretations thereof referred to above. GRANTEE: Date: 11 Officer RSU Award _ Jan 2024 This Restricted Stock Unit Agreement (this " Agreement ") is between Inspirity, Inc. (the " Company ") and (the " Grantee "), an employee of the Company or one of its Subsidiaries, regarding an award (this " Award ") of restricted stock units, each representing one share of Common Stock (as defined in the Inspirity, Inc. Incentive Plan, as amended and restated effective May 22, 2023 (the " Plan "), such units comprising this Award referred to herein as " Restricted Stock Units ") awarded to the Grantee on (the " Award Date "), such number of Restricted Stock Units subject to adjustment as provided in the Plan, and further subject to the following terms and conditions: 1.

Relationship **relationship** to Plan. This Award is subject to all of the terms, conditions and provisions of, and administrative interpretations under, the Plan, if any, which have been adopted by the Committee thereunder. Any question of interpretation arising under this Agreement shall be determined by the Committee and its determinations shall be final and conclusive upon all parties in interest. Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the Plan. (a) Subject to Sections 2 (b), 2 (c), 2 (d) and 3 below, (f) of the Restricted Stock Units granted under this Award shall become vested on each annual anniversary of the Award Date (each a "Vesting Date"), subject to the Grantee's continuous Employment from the Award Date until (and as of) each Vesting Date. (c) All unvested Restricted Stock Units subject to this Award shall vest, irrespective of the limitations set forth in subparagraph (a) above, provided that the Grantee has been in continuous Employment since the Award Date, upon the earliest occurrence of: L1819_RSU Award_Jan 2024 (ii) "Disability" means that the Grantee has a disability such that he has been determined to be eligible for benefits under a long-term disability plan sponsored by the Company or a Subsidiary or, if the Grantee is not covered by such a plan, a physical or mental impairment (a) which causes a Grantee to be unable to perform the normal duties for an employer as determined by the Committee in its sole discretion; and (b) which is expected either to result in death (or blindness) or to last for a continuous period of at least twelve (12) months. The Committee may require that the Grantee be examined by a physician or physicians selected by the Committee. The Grantee's termination of Employment by reason of Disability under Section 2 (c) (iii) above is subject to execution and delivery to the Company of an effective Waiver and Release Agreement. (iv) A "Non-Assumption" shall be deemed to occur on the date of the consummation of an event that constitutes a Change in Control as defined solely under the definition of Change in Control in section 2 of the Plan (provided such Change in Control constitutes a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3 (i) (5)), where in connection with such Change in Control, the successor entity, or a parent of the successor entity, has not agreed to assume, replace or substitute this Award with another award of equivalent or greater value, and on substantially similar or more favorable terms. (v) "Qualifying Termination" means a termination of the Grantee's Employment within twelve (12) months following a Change in Control for one of the following reasons: a. A termination initiated by the Grantee due to items (1) through (3) below referred to herein as "Good Reason" that the Grantee has not consented to in writing: (1) A change in the geographic location at which Grantee must perform services, which shall mean requiring L1819_RSU Award_Jan 2024 2 Grantee to be permanently based more than 50 miles from the Grantee's principal Company location; (2) A material diminution in Grantee's base salary other than as part of an across-the-board reduction applicable to employees at the same salary grade or level of less than ten (10) percent; or (3) A material diminution in Grantee's bonus opportunity, incentive compensation or perquisites, if inconsistent with other employees at Grantee's salary grade or level. b. An involuntary termination by the Company or Subsidiary or a successor to the Company other than for Cause. d. the Grantee executes an effective Waiver and Release Agreement. (vii) "Waiver and Release Agreement" means the legal document in a form approved by the Company, in which a Grantee, in exchange for the benefits specified in Section 2 (e) or 2 (d), agrees to be subject to the repayment conditions of the Waiver and Release Agreement and releases the Company and other related L1819_RSU Award_Jan 2024 3 parties, from liability and damages arising from or in connection with the Grantee's Qualifying Termination, Retirement or termination of Employment by reason of Disability. In order for a Waiver and Release Agreement to be effective, the Waiver and Release Agreement must be: 3. Forfeiture of Award. Except as provided in another written agreement between the Grantee and the Company, if the Grantee's Employment terminates other than by reason of death, Disability, Retirement or Qualifying Termination pursuant to the provisions of Section 2, all unvested Restricted Stock Units as of the Employment termination date shall be forfeited immediately after termination of employment. Except in the case of a Qualifying Termination, the Company has sole discretionary authority to determine when a Grantee's Employment terminates for all purposes under this Agreement and the Plan. If a Grantee's Employment terminates due to Retirement, Disability or Qualifying Termination, all unvested Restricted Stock Units as of the Grantee's termination date shall expire on the date that Grantee fails to deliver a timely, effective and irrevocable Waiver and Release Agreement. 5. Settlement and Delivery of Shares. The Grantee will receive one share of Common Stock with respect to each Restricted Stock Unit that becomes vested as of a Vesting Date or vesting event under Section 2 (c) or (d) above, which shall be delivered to the Grantee as soon as administratively practicable, but not later than sixty (60) days following the date the Restricted Stock Unit becomes vested. The Company shall not be obligated to deliver any shares of Common Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any national securities exchange or inter-dealer quotation system upon which the Common Stock is listed or quoted. In no event shall the Company be obligated to take any affirmative action in order to cause the delivery of shares of Common Stock to comply with any such law, rule, regulation or agreement. L1819_RSU Award_Jan 2024 4 8. Payment of Par Value. In the event that the Company does not settle the Award from the Company's treasury shares or in consideration of the Grantee's past service, the Company's obligation to deliver the shares of Common Stock to Grantee upon the vesting of Restricted Stock Units shall be subject to the payment in full of the requisite par value per share of the shares of Common Stock prior to such issuance (collectively, the "Par Value"). The Grantee approves and authorizes the Company to deduct the Par Value of the shares of Common Stock from the Grantee's payroll from the Company or its affiliates. If the Company is unable to or otherwise does not make such payroll deduction, Grantee acknowledges and agrees that he shall be responsible for the payment of any and all federal, state and local taxes on such income if the Company pays the Par Value on behalf of Grantee. L1819_RSU Award_Jan 2024 5 11. Right to Employment or Service. The granting of this Award shall not impose upon the Company any obligation to maintain the Grantee as an Employee and shall not diminish the power of the Company to terminate the Grantee's Employment at any time. The Company and its Subsidiaries reserve the right to terminate a Grantee's Employment at any time, with or without cause. 14. Section 409A. It is the intent of the Company and the Grantee that this Award comply with or be exempt from the requirements of Section 409A and the provisions of this Agreement will be administered, interpreted and construed accordingly. To the extent this Award constitutes "deferred

compensation” under Section 409A, (a) the time of settlement of this Award specified in Section 5 is a specified time within the meaning of Treasury Regulation § 1.409A-3 (i) (1), (b) if a Waiver and Release Agreement is due during the sixty (60) day settlement period under Section 5 and such period begins in one taxable year and ends in another taxable year, any settlement under Section 5 shall not be made until the beginning of the second taxable year, and (c) if the Grantee is a “specified employee” within the meaning of Section 409A on the date of his or her “separation from service” within the meaning of Section 409A, any payments of deferred compensation hereunder shall be made on the first to occur of (x) the date that is six (6) months after the date of the Grantee’s separation from service, (y) the date of L1819_RSU Award_Jan 2024 6 (1) “Non-Solicit Period” means the period during which Grantee is employed by the Company and extending until twelve (12) months following Grantee’s termination of Employment. L1819_RSU Award_Jan 2024 7 (2) Grantee expressly covenants and agrees that, during the Non-Solicit Period, Grantee will not: (i) engage or employ, or solicit or contact with a view to the engagement or employment of, any person who is an officer or employee of the Company; or (ii) canvass, solicit, approach or entice away or cause to be canvassed, solicited, approached or enticed away from the Company any person who or which is or was a customer of the Company, during the prior two years of Grantee’s Employment, and either (x) about which Grantee received Proprietary Information or (y) with which Grantee had contact or dealings on behalf of the Company. L1819_RSU Award_Jan 2024 8 (h) Protected Disclosures. Notwithstanding any provision to the contrary in this Agreement, nothing in this Agreement prohibits Grantee from reporting possible violations of law or regulation to any governmental agency or entity, including the U. S. Department of Justice, the U. S. Securities and Exchange Commission, the U. S. Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Nothing in this Agreement limits Grantee’s ability to communicate with any government agencies or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to the Company. Additionally, Grantee and the Company acknowledge and agree that Grantee does not need the prior authorization of the Company to make any such reports or disclosures and Grantee is not required to notify the Company or any of its affiliates that Grantee has made such reports or disclosures. L1819_RSU Award_Jan 2024 9 Award Date: By: Name: Paul J. Sarvadi Title: Chairman of the Board and Chief Executive Officer L1819_RSU Award_Jan 2024 10 I, the undersigned Grantee, hereby acknowledge that I have received copies of the Insperty, Inc. Incentive Plan, as amended and restated effective May 22, 2023 (the “Plan”) and corresponding Prospectus for the Plan, and that I will consult with and rely upon only my own tax, legal and financial advisors regarding the consequences and risks of the Award. I hereby agree to and accept the foregoing Restricted Stock Unit Agreement, subject to the terms and provisions of the Plan and administrative interpretations thereof referred to above. Date: L1819_RSU Award_Jan 2024 11 Exhibit 10. 7 This Restricted Stock Unit Agreement (this “Agreement”) is between Insperty, Inc. (the “Company”) and _____ (the “Grantee”), an employee of the Company or one of its Subsidiaries, regarding an award (this “Award”) of restricted stock units, each representing one share of Common Stock (as defined in the Insperty, Inc. Incentive Plan, as amended and restated effective May 22, 2023 (the “Plan”)), such units comprising this Award referred to herein as “Restricted Stock Units”) awarded to the Grantee on _____ (the “Award Date”), such number of Restricted Stock Units subject to adjustment as provided in the Plan, and further subject to the following terms and conditions: (a) Subject to Sections 2 (b), 2 (c), 2 (d) and 3 below, _____ (____) of the Restricted Stock Units granted under this Award shall become vested on each annual anniversary of the Award Date (each a “Vesting Date”), subject to the Grantee’s continuous Employment from the Award Date until (and as of) each Vesting Date. (i) an Involuntary Termination following a Change in Control; Employee RSU Award_Jan 2024 (i) “Cause” shall be determined by the Company’s Senior Vice President Corporate Human Resources (or successor position) or other individual or individuals as delegated by the Company’s Chief Executive Officer and means a termination of Grantee’s Employment for failure to satisfactorily perform the duties, responsibilities or functions assigned or delegated to Grantee. (ii) “Disability” means that the Grantee has a disability such that he has been determined to be eligible for benefits under a long-term disability plan sponsored by the Company or a Subsidiary or, if the Grantee is not covered by such a plan, a physical or mental impairment (a) which causes a Grantee to be unable to perform the normal duties for an employer as determined by the Committee in its sole discretion; and (b) which is expected either to result in death (or blindness) or to last for a continuous period of at least twelve (12) months. The Committee may require that the Grantee be examined by a physician or physicians selected by the Committee. The Grantee’s termination of Employment by reason of Disability under Section 2 (c) (iii) above is subject to the execution and delivery to the Company of an effective Waiver and Release Agreement. (iii) “Employment” means employment with the Company, a successor following a Change in Control or a Subsidiary other than a Subsidiary that is a licensed professional employer organization. (iv) “Involuntary Termination” means an involuntary termination of Grantee’s Employment, other than for Cause, that occurs on or within twelve (12) months following the date of a Change in Control, subject to the execution and delivery to the Company of an effective Waiver and Release Agreement. (v) A “Non-Assumption” shall be deemed to occur on the date of the consummation of an event that constitutes a Change in Control as defined solely under the definition of Change in Control in section 2 of the Plan (provided such Change in Control constitutes a “change in control event” within the meaning of Treasury Regulation Section 1.409A-3 (i) (5)), where in connection with such Change in Control, the successor entity, or a parent of the successor entity, has not agreed to assume, replace or substitute this Award with another award of equivalent or greater value, and on substantially similar or more favorable terms. (vi) “Retirement” means the Grantee’s voluntary termination of Employment (and other than an Involuntary Termination or termination for Cause by the Company) satisfying the Qualified Retirement Policy and all of the following conditions: Employee RSU Award_Jan 2024 2 (vii) “Waiver and Release Agreement” means the legal document in a form approved by the Company, in which a Grantee, in exchange for the benefits specified in Section 2 (c) or 2 (d), agrees to be subject to the repayment conditions of the Waiver and Release Agreement and releases the Company and other related parties, from liability and damages arising from or in connection with the Grantee’s Involuntary Termination, Retirement or termination of Employment by reason of Disability. In

order for a Waiver and Release Agreement to be effective, the Waiver and Release Agreement must be: (1) Executed and returned by the Grantee (or Grantee's legal representative) to the Company, after termination of the Grantee's Employment, and within the period provided in the Waiver and Release Agreement (2) Unrevoked by the Grantee (and Grantee's legal representative) during the seven (7) day period following the date of execution (or if longer, such other period required under applicable federal or state law), and (3) Effective and irrevocable no later than the sixtieth (60th) day after the date of a Grantee's termination of Employment. 3. Forfeiture of Award. Except as provided in another written agreement between the Grantee and the Company, if the Grantee's Employment terminates other than by reason of death, Disability, Retirement or Involuntary Termination, all unvested Restricted Stock Units as of the Employment termination date shall be forfeited immediately after termination of employment. The Company has sole discretionary authority to determine when a Grantee's Employment terminates for all purposes under this Agreement and the Plan. If a Grantee's Employment terminates due to Retirement, Disability or Involuntary Termination, all unvested Restricted Stock Units as of the Grantee's termination date shall expire on the date that Grantee fails to deliver a timely, effective and irrevocable Waiver and Release Agreement. Employee RSU Award_ Jan 2024 3 Employee RSU Award_ Jan 2024 4 11. Right to Employment or Service. The granting of this Award shall not impose upon the Company any obligation to maintain the Grantee as an Employee and shall not diminish the power of the Company to terminate the Grantee's Employment at any time. The Company and its Subsidiaries reserve the right to terminate a Grantee's Employment at any time, with or without cause. Employee RSU Award_ Jan 2024 5 14. Section 409A. It is the intent of the Company and the Grantee that this Award comply with or be exempt from the requirements of Section 409A and the provisions of this Agreement will be administered, interpreted and construed accordingly. To the extent this Award constitutes "deferred compensation" under Section 409A, (a) the time of settlement of this Award specified in Section 5 is a specified time within the meaning of Treasury Regulation § 1.409A-3 (i) (1), (b) if a Waiver and Release Agreement is due during the sixty (60) day settlement period under Section 5 and such period begins in one taxable year and ends in another taxable year, any settlement under Section 5 shall not be made until the beginning of the second taxable year, and (c) if the Grantee is a "specified employee" within the meaning of Section 409A on the date of his or her "separation from service" within the meaning of Section 409A, any payments of deferred compensation hereunder shall be made on the first to occur of (x) the date that is six (6) months after the date of the Grantee's separation from service, (y) the date of the Grantee's death, or (z) such other date as complies with the requirements of Section 409A. For purposes of this Agreement, "termination of Employment" (and similar phrases) shall mean a "separation from service" within the meaning of Treasury Regulation 1.409A-1 (h). 15. Recoupment Policy and Clawback Provision. Any amounts granted or paid under this Agreement may be subject to the Insperty, Inc. Incentive Compensation Recoupment Policy, the Qualified Retirement Policy, or other applicable recoupment or clawback policy of the Company in effect from time to time. Employee RSU Award_ Jan 2024 6 Employee RSU Award_ Jan 2024 7 Employee RSU Award_ Jan 2024 8 Award Date: _____ By: Name: Paul J. Sarvadi Employee RSU Award_ Jan 2024 9 Employee RSU Award_ Jan 2024 10 Exhibit 10. 9 AWARD NOTICE AND AGREEMENT (For Phantom Stock Awarded Under Long-Term Incentive Program) This Award Notice and Agreement (this "Agreement") is between Insperty, Inc. (the "Company") and (the "Grantee"), an employee of the Company or one of its Subsidiaries, regarding an award (this "Award") of shares (the "Target Amount") of Phantom Stock (as defined in the Insperty, Inc. Long-Term Incentive Program, as amended and restated effective January 29, 2024 (the "LTIP"), adopted under the Insperty, Inc. Incentive Plan, as amended and restated effective May 22, 2023 (the "Incentive Plan")), awarded to the Grantee on (the "Grant Date"), subject to the following terms and conditions: 1. Relationship to LTIP. This Award is granted under the Incentive Plan pursuant to an award under the LTIP and is subject to all of the terms, conditions and provisions of, and administrative interpretations under, the Incentive Plan and the LTIP, if any, which have been adopted by the Committee thereunder. Any question of interpretation arising under this Agreement shall be determined by the Committee and its determinations shall be final and conclusive upon all parties in interest. Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the LTIP; however, in the absence thereof, capitalized terms herein shall have the same meanings ascribed to them under the Incentive Plan. 2. Performance Determination; Vesting; Change in Control. (a) Performance Determination. The Grantee's Final Award, if any, shall be equal to the number of shares of Phantom Stock resulting from the Committee's determination of the achievement of the Performance Goal (s) over the Performance Period (s) specified on Schedule A attached hereto. (b) Vesting. Subject to Sections 2 (c), 3 and 4 below, the Grantee shall become vested in the Grantee's Final Award upon the final Valuation Date of the last Performance Period applicable to this Award (the "Final Valuation Date"), provided that the Grantee has been in continuous Employment since the Grant Date through the Final Valuation Date. (c) Change in Control. The Award granted under this Agreement will not partially or fully vest or otherwise accelerate vesting solely as the result of a Change in Control. Upon a Change in Control after the Grant Date and prior to the Final Valuation Date, the Final Award shall be determined by the Committee based on (i) actual performance results for any Performance Period that was completed on or prior to the date of the Change in Control and (ii) the greater of Target Level or actual performance (if measurable) for the Performance Period during which the Change in Control occurs and any Performance Period that was scheduled to begin after the date of the Change in Control (collectively, the "Change in Control Value"). Any Final Award determined pursuant to this Section 2 (c) shall be paid at the time indicated in Section 5 and the Grantee shall become vested in the Change in Control Value only if continuously employed through the date indicated in Section 5, except in the event of a Qualifying Termination. However, in the event of a Change in Control as defined solely under subsection (c) of the definition of Change in Control under section 2 of the Incentive Plan (a "Subsection (c) Change in Control"), if the successor entity, or a parent of the successor entity, has not agreed to assume, replace or substitute this Award with another award of equivalent or greater value, and on substantially similar or more favorable terms, then the Grantee shall vest in the Final Award as of the Subsection (c) Change in Control and the Change in Control Value shall be paid within seventy-four (74) days of the Subsection (c) Change in Control. LTIP Jan 2024 1 3. Qualifying Termination; Death; Disability; Retirement. (a) Qualifying Termination. Notwithstanding Section

2 (b) above, if the Grantee remains in continuous Employment from the Grant Date through the date of the Grantee's Qualifying Termination that occurs prior to vesting under Section 2 (e), then, upon the date of the Grantee's Qualifying Termination, the Grantee shall vest in a Final Award equal to the Change in Control Value. Any Final Award determined pursuant to this Section 3 (a) shall be payable to the Grantee no later than seventy-four (74) days after the date of the Grantee's Qualifying Termination, subject to delay pursuant to Article X. F of the LTIP, if applicable. Any vesting by reason of a Qualifying Termination is subject to execution and delivery to the Company of an effective Waiver and Release Agreement. (b) Good Reason. Notwithstanding the definition in the LTIP program document, for purposes of this Agreement, Good Reason means a Grantee terminates his or her Employment due to one of the following actions by his or her Employer (without written consent of the Grantee): (i) a material diminution in the Grantee's title, position, authority, duties or responsibilities from those applicable to Grantee preceding a Change in Control; (ii) a change in the geographic location at which the Grantee must perform services, which shall mean requiring the Grantee to be permanently based more than fifty (50) miles from the Grantee's principal Employer location; (iii) a material diminution in the Grantee's Base Salary other than as part of an across-the-board reduction applicable to all of the Company's officers who participate in the Program of less than 10 %; or (iv) a material diminution in the Grantee's bonus opportunity, incentive compensation or perquisites, if inconsistent with other executives of the Company with similar levels of authority, duties or responsibilities. (c) Death or Disability. Notwithstanding Section 2 above, if the Grantee remains in continuous Employment from the Grant Date through the date of the Grantee's death or Disability that occurs prior to the Final Valuation Date, then the Grantee shall be entitled to a Final Award based on actual achievement of the Performance Goal (s) during the Performance Period (s) pro-rated by a fraction, the numerator of which shall be the total number of days of the Grantee's Employment from the Grant Date through the date of the Grantee's death or Disability, as applicable, and the denominator of which shall be the total number of days encompassing the first day of the first Performance Period and the last day of the last Performance Period applicable to the Award (if multiple Performance Periods). In the event of a Change in Control, if the Grantee remains in continuous Employment from the Grant Date through the Grantee's death or Disability occurring after a Change in Control, the Grantee shall be entitled to a pro-rata portion, as calculated under this Section 3 (c), of the Change in Control Value. Any vesting by reason of Disability under this section is subject to execution and delivery to the Company of an effective Waiver and Release Agreement. (d) Retirement. Notwithstanding Section 2 above, if the Grantee remains in continuous Employment from the Grant Date through the date of the Grantee's Retirement that occurs prior to the Final Valuation Date, then the following shall apply: (i) With respect to any Performance Period which begins on or after the date of the Grantee's Retirement, the shares of Phantom Stock related to such Performance Period shall be forfeited; (ii) With respect to any Performance Period which ends prior to the date of the Grantee's Retirement, the shares of Phantom Stock related to such Performance Period shall be paid based upon actual achievement of the Performance Goal and settled in accordance with Section 5; and LTIP Jan 2024 2 (iii) With respect to any other Performance Period that begins before and ends after the date of the Grantee's Retirement, the Grantee shall be entitled to shares of Phantom Stock based upon actual achievement of the Performance Goal during such Performance Period pro-rated by a fraction, the numerator of which shall be the total number of days of the Grantee's Employment from the first day of such Performance Period through the date of the Grantee's Retirement and the denominator of which shall be the total number of days encompassing the first day of such Performance Period and the last day of such Performance Period applicable to the Award, which shall be settled in accordance with Section 5. (iv) For purposes of this Award, "Retirement" means the Grantee's voluntary termination of Employment other than for Good Reason (and other than an involuntary termination by the Company for Cause), satisfying the Qualified Retirement Policy and all of the following conditions: b. the Grantee's Employment terminates on or after the date that the Grantee has attained sixty-two (62) years of age and has at least fifteen (15) years of continuous Employment as of the termination date; (e) Waiver and Release Agreement. For purposes of this Award, "Waiver and Release Agreement" means the legal document in a form approved by the Company, in which a Grantee, in exchange for the benefits provided under Section 3, agrees to be subject to the repayment conditions of the Waiver and Release Agreement and releases the Company and other related parties, from liability and damages arising from or in connection with the Grantee's termination of Employment by reason of Retirement, Disability or Qualifying Termination. In order for a Waiver and Release Agreement to be effective, the Waiver and Release Agreement must be: (i) Executed and returned by the Grantee (or Grantee's legal representative) to the Company, after termination of the Grantee's Employment, and within the period provided in the Waiver and Release Agreement, (ii) Unrevoked by the Grantee (and Grantee's legal representative) during the seven (7) day period following the date of execution, (or if longer, such other period required under applicable law), and (iii) Effective and irrevocable no later than the sixtieth (60th) day after the date of a Grantee's termination of Employment. 4. Forfeiture of Award. If the Grantee's Employment terminates other than by reason of death, Disability, Qualifying Termination or Retirement prior to the Final Valuation Date, this Award shall be forfeited immediately after the Grantee's termination of Employment. Except in the case of a Qualifying Termination or a Retirement, the Company has sole LTIP Jan 2024 3 discretionary authority to determine when a Grantee's Employment terminates for all purposes under this Agreement, the LTIP and the Incentive Plan. If a Grantee's Employment terminates due to Retirement, Disability, or Qualifying Termination, all unvested portions of this Award as of the Grantee's termination date shall expire on the date that Grantee fails to deliver a timely, effective and irrevocable Waiver and Release Agreement. 5. Settlement of Final Award. Settlement of the Grantee's Final Award, if any, as determined pursuant to Section 2, Section 3 (c) or Section 3 (d) shall be made in the form of shares of Common Stock on the date that is seventy-four (74) days after the end of the last originally scheduled and untruncated Performance Period applicable to the Award. 6. No Voting Rights; Dividend Equivalents. (a) The Grantee shall have no voting rights in connection with Phantom Stock. (b) If any dividends are paid with respect to the Common Stock between the Grant Date and the date of settlement of the Grantee's Final Award, the Grantee will be conditionally credited with Dividend Equivalents. Upon settlement of the Grantee's Final Award, the Grantee will receive additional shares of Common Stock in the

aggregate amount of Dividend Equivalents credited between the Grant Date and the date of settlement of the Grantee's Final Award for each share of Phantom Stock paid on the achievement of the Performance Goal(s) over the Performance Period(s).

7. Limitation on Delivery of Shares. The Company shall not be obligated to deliver any shares of Common Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any national securities exchange or inter-dealer quotation system upon which the Common Stock is listed or quoted. In no event shall the Company be obligated to take any affirmative action in order to cause the delivery of shares of Common Stock to comply with any such law, rule, regulation or agreement.

8. Assignment of Award. Except as otherwise permitted by the Committee, the Grantee's rights under the LTIP, Incentive Plan and this Agreement are personal; no assignment or transfer of the Grantee's rights under and interest in this Award may be made by the Grantee other than by will or by the laws of descent and distribution or by a qualified domestic relations order, and this Award is payable during his lifetime only to the Grantee, or in the case of a Grantee who is mentally incapacitated, this Award shall be payable to his guardian or legal representative.

9. Award is Unfunded. Nothing in this Agreement, the LTIP or the Incentive Plan shall require the Company to segregate or set aside any funds or other property for the purpose of paying any portion of an Award. No Participant, beneficiary or other person shall have any right, title or interest in any amount awarded under this Agreement, the LTIP or the Incentive Plan before the payment date for the Award, or in any property of the Company or a Subsidiary.

10. Withholding. The Company's obligation to deliver shares of Common Stock to the Grantee upon settlement of this Award shall be subject to the satisfaction of all applicable federal, state and local income and employment tax withholding requirements (the "Required Withholding"). The Company shall withhold from the Common Stock that would otherwise have been delivered to the Grantee the number of shares necessary to satisfy the Grantee's Required Withholding, and deliver the remaining shares of Common Stock to the Grantee, unless the Grantee has made arrangements with the Company for the Grantee to deliver LTIP Jan 2024 4 to the Company cash, a check or other available funds for the full amount of the Required Withholding by 5:00 p. m. Central Standard Time on the date the shares of Common Stock become vested. The amount of the Required Withholding and the number of shares of Common Stock to be withheld by the Company, if applicable, to satisfy the Grantee's Required Withholding, shall be based on the Fair Market Value of the shares of Common Stock on the first trading date prior to the applicable settlement date and shall be limited to the withholding amount calculated using the minimum statutory withholding rates or, in accordance with any policy adopted by the Company, such other applicable withholding rates not in excess of the maximum statutory rates in effect for the applicable jurisdiction.

11. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by the Grantee, the Company and their respective permitted successors and assigns (including personal representatives, heirs and legatees), except that the Grantee may not assign any rights or obligations under this Agreement except to the extent and in the manner expressly permitted herein.

12. Right to Employment or Service. The granting of this Award shall not impose upon the Company any obligation to maintain any Participant as an Employee and shall not diminish the power of the Company to terminate any Participant's Employment at any time. The Company and its Subsidiaries reserve the right to terminate a Grantee's Employment at any time, with or without cause.

13. Notices and Disclosures. Unless the Company notifies the Grantee in writing of a different procedure, any notice or other communication to the Company with respect to this Award shall be in writing and shall be delivered. The foregoing notwithstanding, the Grantee agrees that the Company may deliver by email all documents relating to the Plan or this Award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). The Grantee also agrees that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a web site, such posting is deemed to notify the Grantee.

LTIP Jan 2024 5 14. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any of the other terms, provisions, covenants, or conditions of this Agreement, each of which shall be binding and enforceable.

15. Governing Law. This Agreement, to the extent not otherwise governed by mandatory provisions of the Code or the securities laws of the United States, shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

16. Code Section 409A. It is the intent of the Company and the Grantee that this Award be exempt from or comply with the requirements of Code Section 409A and the provisions of this Agreement will be administered, interpreted and construed accordingly. For purposes of Code Section 409A, the time of settlement of this Award is either exempt from Code Section 409A, including, but not limited to, by compliance with the "short-term deferral exemption" as specified in section 1.409A-1(b)(4) of the Treasury Regulations or in compliance with Code Section 409A, including, but not limited to, being paid pursuant to a fixed schedule or specified date pursuant to section 1.409A-3(i)(1) of the Treasury Regulations.

17. Recoupment Policy and Clawback Provision. Any amounts granted or paid under this Agreement are subject to the Policy for the Recovery of Erroneously Awarded Compensation, the Inspecity, Inc. Incentive Compensation Recoupment Policy, the Qualified Retirement Policy or other applicable recoupment policy of the Company in effect from time to time.

18. Restrictive Covenants. Grantee's right to receive settlement of the Phantom Stock shall be further conditioned upon his or her compliance with the provisions of this Section 18. In the event Grantee fails to comply with any of the provisions of this Section 18, Grantee shall repay to the Company any prior settlement of Phantom Stock subject to this Agreement and will forfeit any unvested Phantom Stock covered by this Agreement. For purposes of this Section 18, the term "Company" means the Company and its Subsidiaries.

(a) Definitions. As used in this Section 18, the following terms shall have the following meanings: (i) "Non-Solicit Period" means the period during which Grantee is employed by the Company and extending until twenty-four (24) months following Grantee's termination of Employment. (ii) "Proprietary Information" includes all confidential or proprietary scientific or technical information, data, formulas and related concepts, business plans (both current and under development), client lists, promotion and marketing programs, trade secrets, or any other confidential or proprietary

business information relating to the business of the Company, whether in written or electronic form of writings, correspondence, notes, drafts, records, maps, invoices, technical and business logs, policies, computer programs, disks or otherwise. Proprietary Information does not include information that is or becomes publicly known through lawful means. LTIP Jan 2024 6 (i) to regard and preserve as confidential at all times all Proprietary Information; (ii) to refrain from publishing or disclosing any part of the Proprietary Information and from using, copying or duplicating it in any way by any means whatsoever; and (iii) not to use on Grantee's own behalf or on behalf of any third party or to disclose the Proprietary Information to any person or entity without the prior written consent of the Company. (d) Cooperation. Grantee agrees that, following any termination of his or her Employment, Grantee will not disclose or cause to be disclosed any Proprietary Information, unless (in any such case) required by court order. Pursuant to the Defend Trade Secrets Act of 2016, Grantee shall not be held criminally or civilly liable under any Federal or state trade secret law for the disclosure of any Proprietary Information that (1) is made (A) in confidence to a Federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Company may seek the assistance, cooperation or testimony of Grantee following any such termination in connection with any investigation, litigation or proceeding arising out of matters within the knowledge of Grantee and related to his or her Employment, and in such instance, Grantee shall provide such assistance, cooperation or testimony and the Company shall pay Grantee's reasonable costs and expenses in connection therewith. i. Grantee and the Company agree to the non-solicitation provisions of this Section 18 (c): (1) in consideration for the Proprietary Information provided by the Company to Grantee; and (2) to protect the Proprietary Information of the Company disclosed or entrusted to Grantee by the Company or created or developed by Grantee for the Company, the business goodwill of the Company developed through the efforts of Grantee and the business opportunities disclosed or entrusted to Grantee by the Company. ii. Grantee expressly covenants and agrees that, during the Non-Solicit Period, Grantee will not: (1) engage or employ, or solicit or contact with a view to the engagement or employment of, any person who is an officer or LTIP Jan 2024 7 employee of the Company; or (2) canvass, solicit, approach or entice away or cause to be canvassed, solicited, approached or enticed away from the Company any person who or which is or was a customer of the Company, during the prior two years of Grantee's Employment, and either (x) about which Grantee received Proprietary Information or (y) with which Grantee had contact or dealings on behalf of the Company. iii. Grantee expressly recognizes that he or she is a key employee and an important member of management who will be provided with access to Proprietary Information and trade secrets as part of Grantee's Employment and that the restrictive covenants set forth in this Section 18 are reasonable and necessary in light of Grantee's position and access to the Proprietary Information. (f) Relief. Grantee and the Company agree and acknowledge that the limitations as to time and scope of activity to be restrained as set forth in this Section 16 are reasonable and do not impose any greater restraint than is necessary to protect the legitimate business interests of the Company. Grantee and the Company also acknowledge that money damages would not be sufficient remedy for any breach of this Section 18 by Grantee, and the Company shall be entitled to enforce the provisions of this Section 18 by terminating any unvested Phantom Stock, taking action to recoup the value of any Phantom Stock already settled and paid to Grantee, and to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Section 18 but shall be in addition to all remedies available at law or in equity, including the recovery of damages from Grantee and Grantee's agents. However, if it is determined that Grantee has not committed a breach of this Section 18, then the Company shall resume vesting of the Phantom Stock due under this Agreement and pay to Grantee all Phantom Stock that would have vested but had been suspended pending such determination. (g) Reformation. The Company and Grantee agree that the foregoing restrictions are reasonable under the circumstances and that any breach of the covenants contained in this Section 18 would cause irreparable injury to the Company. Grantee expressly represents that enforcement of the restrictive covenants set forth in this Section 18 will not impose an undue hardship upon Grantee or any person or entity affiliated with Grantee. Further, Grantee acknowledges that Grantee's skills are such that Grantee can be gainfully employed and that the restrictive covenants will not prevent Grantee from earning a living. Nevertheless, if any of the aforesaid restrictions are found by a court of competent jurisdiction to be unreasonable, or overly broad as to time, or otherwise unenforceable, the parties intend for the restrictions herein set forth to be modified by the court making such determination so as to be reasonable and enforceable and, as so modified, to be fully enforced. LTIP Jan 2024 8 (i) Survivability. The provisions of this Section 18 shall survive any termination of the Agreement and settlement of Phantom Stock, and shall remain applicable to Grantee. 19. Entire Agreement; Binding Effect. This Agreement shall cover all shares of Phantom Stock and Common Stock acquired by the Grantee pursuant to this Agreement, including any community and/or separate property interest owned by the Grantee's spouse in said shares. All terms, conditions and limitations on transferability imposed under this Agreement upon shares acquired by the Grantee shall apply to any interest of the Grantee's spouse in such shares. This Agreement, the LTIP and the Incentive Plan constitute the entire understanding between the parties regarding this Award, and supersede any and all prior written or oral agreements between the parties with respect to the subject matter hereof. There are no representations, agreements, arrangements, or understanding, either written or oral, between or among the parties with respect to the subject matter hereof which are not set forth in this Agreement, the LTIP or the Incentive Plan. This Agreement is binding upon the Grantee's heirs, executors and personal representatives with respect to all provisions hereof. Except as set forth herein, this Agreement cannot be modified, altered or amended, to the detriment of the Grantee, except by an agreement, in writing, signed by both a duly authorized executive officer of the Company and the Grantee. By: Name: Title: LTIP Jan 2024 9 I., the undersigned Grantee, hereby acknowledge that I will consult with and rely upon only my own tax, legal and financial advisors regarding the consequences and risks of the Award. I hereby agree to and accept the foregoing Award Notice and Agreement, subject to the terms and provisions of this Agreement, the Long-Term Incentive Program, as amended and restated effective January 29, 2024, and the Insperty, Inc. Incentive Plan, as amended and restated effective May 22, 2023, and corresponding Prospectus for the Incentive

Plan, and administrative interpretations thereof referred to above. Date: LTIP Jan 2024 10 EXHIBIT 10. 23 LONG-TERM INCENTIVE PROGRAM (As Amended and Restated January 29, 2024) I. INTRODUCTION The Compensation Committee of the Board of Directors of Insperty, Inc., a Delaware corporation (the "Company"), has adopted this Long-Term Incentive Program (the "Program"), as amended and restated effective January 29, 2024, under the Insperty, Inc. Incentive Plan (the "Plan"), to provide for the grant of performance-based awards, as described in this Program, to eligible Employees of the Company and its Subsidiaries. All awards granted under this Program and the rights of the Participants herein are subject in all respects to the provisions of the Plan and this Program. II. DEFINITIONS Except as otherwise defined herein, capitalized terms that are used in this Program shall have the meanings assigned to such terms in the Plan. A. "Award" means an award under this Program as established by the Committee for shares of Phantom Stock. B. "Award Notice and Agreement" means the document provided to each Participant (in writing or electronically) evidencing a Participant's Award under the Program, along with the terms and conditions of the Award. C. "Base Salary" means a Participant's annual base salary as of the first day of the Performance Period (subsequent increases in annual base salary during a Performance Period will not be taken into account when determining the amount of the Award paid, if any, under this Program). D. "Cause" means a termination of a Participant's Employment by his Employer for (i) gross negligence or willful misconduct in the performance of the Participant's duties; (ii) conviction or plea of nolo contendere for a felony or any crime involving moral turpitude; or (iii) committing an act of fraud or deceit intended to result in personal and unauthorized enrichment of the Participant at the Company's expense, as determined by the Committee in its sole discretion. E. "Committee" means the Compensation Committee of the Board of Directors of the Company. F. "Disability" means that the Participant has a disability such that he has been determined to be eligible for benefits under a long-term disability plan sponsored by the Company or a Subsidiary, or, if the Participant is not covered by such a plan, a physical or mental impairment (i) which causes the Participant to be unable to perform the normal duties for an Employer as determined by the Committee, in its sole discretion; and (ii) which is expected either to result in death (or blindness) or to last for a continuous period of at least twelve (12) months. The Committee may require that the Participant be examined by a physician or physicians selected by the Committee. Insperty-Long-Term Incentive Program_A & R Jan 2024 G. "Dividend Equivalent" means the value of a cash or stock dividend paid on a share of Common Stock. H. "Employee" means an employee of an Employer. I. "Employer" means the Company or one of its Subsidiaries, other than a Subsidiary that is a licensed professional employer organization. J. "Employment" means employment with the Employer, or a successor following a Change in Control. K. "Final Award" means the total number of shares of Phantom Stock, if any, under an Award that the Committee has determined to have been earned by a Participant based on the level of achievement of the Performance Goal or Performance Goals applicable with respect to the Award, after the close of the last Performance Period for such Award. L. "Good Reason" means a Participant terminates his Employment due one of the following actions by his Employer: (i) a material diminution in the Participant's title, position, authority, duties or responsibilities from those applicable to Participant preceding a Change in Control; (ii) a change in the geographic location at which the Participant must perform services, which shall mean requiring the Participant to be permanently based more than fifty (50) miles from the Participant's principal Employer location; (iii) a material diminution in the Participant's Base Salary other than as part of an across-the-board reduction applicable to all of the Company's officers who participate in the Program of less than 10%; or (iv) a material diminution in the Participant's bonus opportunity, incentive compensation or perquisites, if inconsistent with other executives of the Company with similar levels of authority, duties or responsibilities. M. "Grant Date" means the date an Award is granted to a Participant. N. "Phantom Stock" means a unit representing the value of one share of Common Stock under a Phantom Stock Award. O. "Qualifying Termination" means a termination of the Participant's Employment following a Change in Control due to (i) a termination of Employment by the Participant due to Good Reason, or (ii) an involuntary termination of the Participant's Employment by the Company, its Subsidiary or a successor to the Company other than for Cause; provided, however, that a Participant's termination of Employment will be considered to be a Qualifying Termination for Good Reason only if the Participant has provided written notice to the Company of the condition the Participant claims constitutes Good Reason within ninety (90) days of the initial existence of such condition, the condition specified in the notice remains uncorrected for thirty (30) days after receipt of the notice by the Company, and the Participant actually terminates Employment after the thirty (30) day correction period and before the expiration of the time limit required of a Qualifying Termination. P. "Participant" has the meaning provided in Article III of this Program. Q. "Performance Goal" or "Performance Goals" shall be the Performance Objectives for the Performance Period selected by the Committee for the Participants with respect to an Award. R. "Performance Period" means the period or periods specified in an Award Notice and Agreement over which the designated Performance Goal or Performance Goals applicable to an Award will be measured. S. "Plan Year" means the 12-month period beginning on January 1st and ending December 31st. T. "Program" means this Long-Term Incentive Program, as adopted by the Committee and described herein, as amended from time to time by the Committee. U. "Valuation Date" means the date the Committee determines the results of the Performance Goal (s) as set forth in Article IV. A of this Program. III. ESTABLISHMENT OF PERFORMANCE GOAL (S) AND PARTICIPATION A. For each Plan Year, the Committee has the sole and absolute discretion to decide whether Awards under the Program will be granted, and if so, the Performance Goal (s) that will be established with respect to the Awards. B. If the Committee elects to grant Awards for a Plan Year, then, not later than the ninetieth (90th) day of the Plan Year in which the Award is granted, the Committee will establish the Performance Period (s) and Performance Goal (s) for such Awards and select each of the Employees who shall be eligible to participate in the Program (each, a "Participant") and be granted an Award, along with any other terms and conditions, including any vesting requirements, applicable to the Award, all of which shall be evidenced in the Participant's Award Notice and Agreement. For any Award, the Committee may use multiple Performance Periods. IV. CERTIFICATION OF PERFORMANCE GOAL (S) AND SETTLEMENT OF FINAL AWARD A. As soon as practicable after the close of a Performance Period, but in no event later than the seventieth (70th) day thereafter (the "Valuation Date"), the Committee, in its sole discretion, shall determine and

certify in writing the level at which the Performance Goal (s) were achieved for the Performance Period and, based on that determination, the number of shares of Phantom Stock earned by each Participant who has been in continuous Employment at all times since the Grant Date through the Valuation Date for such Performance Period. B. A Participant's Final Award will be settled no later than the ninetieth (90th) day after the close of the Performance Period in shares of Common Stock, as such form of payment is specified in the Award Notice and Agreement. If an Award has multiple Performance Periods, the Final Award will be determined, certified and paid after the close of the last Performance Period. (For the avoidance of doubt, if an Award uses a combination of three (3) annual Performance Periods, then the Award will be a Final Award after the close of the last (i.e., third annual) Performance Period. Thus, the number of shares of Phantom Stock, if any, determined and certified by the Committee for an annual Performance Period will not be paid until the Award becomes a Final Award after the close of the last Performance Period for such Award.) V. FORFEITURE OF AWARD Except as otherwise provided in an Award Notice and Agreement, if a Participant's Employment terminates for any reason prior to the Valuation Date while you are in possession of material nonpublic information or, if multiple Performance Periods, you are subject to a Blackout Period or Special Blackout Period, prior you will continue to be subject to this Policy until the final Valuation Date Blackout Period or Special Blackout Period ends or until that information has become public or is no longer material. No Excuses. Remember that transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an Award, emergency expenditure) are neither an exception to this Policy nor a safeguard against prosecution for violation of insider trading laws. The SEC takes the Participant position that the mere fact that an employee knows of or possesses inside information is a prohibition to trading; it is no excuse that the employee's asserted reasons for trading were Award shall be forfeited immediately after termination of his Employment and the Participant shall not be entitled based on that information. III. Additional Rules for Directors, Officers and Certain Other Persons Short-Swing Profit Recapture and Beneficial Ownership Reporting. In addition to the rules set forth above, all directors, executive officers and stockholders holding more than 10 percent of the outstanding shares of any class of stock (collectively, "Insiders") of public companies are subject to certain additional rules governing their transactions in their company's stock. Section 16 of the Securities Exchange Act of 1934 prohibits Insiders of the Company from buying any shares or other of stock within six months before or after a sale, or selling under the forfeited Award. VI. DIVIDEND EQUIVALENTS Dividend Equivalent rights may be extended to and made part of any Award, subject stock within six months before or after a purchase. Although Section 16 is designed to such terms prevent the abuse of inside information, conditions it is and an absolute rule restrictions as the Committee may establish; provided, however, that and therefore it applies whether or no not the Insider actually possesses Dividend Equivalents shall be payable prior to settlement of a Final Award, and any Dividend Equivalents shall be paid in material undisclosed information. Additionally, Insiders of the Company are required to report the their ownership and transactions in Company securities to the SEC on certain form forms of shares of Common Stock unless otherwise determined by the Committee. In addition Dividend Equivalents may be credited with earnings or Dividend Equivalents, the Company as has established in obligations to report certain transactions of directors and executive officers in its SEC filings Award Notice and Agreement, and shall be settled at the same time as the underlying Final Award. VII. WITHHOLDING The Insiders should contact the Company's General Counsel obligation to deliver shares of Common Stock to the Participant in settlement of a Final Award shall be subject to the satisfaction of all applicable federal, who has been designated as state and local income and employment tax withholding requirements (the "Required Withholding"). The Company shall have's Section 16 compliance officer, before the they engage in right to deduct the Required Withholding, at the time of delivery or vesting of shares of Common Stock, an any transaction involving Company stock, so that appropriate number of shares for the payment of taxes required by law or to take such other-- the action as information necessary to prepare these forms may be necessary in obtained and it can be determined if there opinion of is any reason why the Insider should not be trading in Company to satisfy stock. Rule 144. Rule 144 under the Securities Act of 1933 Required requires Withholding that sales of Company shares by directors and officers be in compliance with the volume, manner of sale, notice and other limitations of that rule. VIII A Form 144 must be submitted to the SEC no later than the day you place a sell order. NO EMPLOYMENT CONTRACT It is the responsibility of the directors and officers to ensure that this form is submitted. IV. Compliance and Penalties Surveillance. The granting SEC and the national securities exchanges in the U. S. (including the New York Stock Exchange) have extensive surveillance facilities that are used to monitor trading in stocks and stock options. Frequently, these institutions have cooperative arrangements with comparable institutions outside the U. S. If a transaction in Company securities becomes the subject of scrutiny, the transaction will be viewed after the fact. As a result, before engaging in any transaction, all Covered Persons should carefully consider how regulators and others might view the transaction in hindsight. Penalties. The consequences of insider trading violations can be severe under U. S. law. The SEC takes the position that these laws apply to all transactions in stock (including options) and other securities of companies listed for trading in the U. S., whether or not the actual trades take place in the U. S. For individuals who trade on inside information (or tip information to others), penalties include: 1. A civil penalty of disgorgement, or return, of profit gained or loss avoided, plus a fine of up to three times the profit gained or loss avoided; 2. A criminal fine (no matter how small the profit) of up to \$ 5 million; and 3. A jail term of up to 20 years. In addition to civil and criminal penalties, persons contemporaneously trading at the time of a violation of the insider trading laws have the right to sue the insider for an Award under amount equal to the Program shall not impose upon profit gained or loss avoided by the Company insider in such transaction, offset by any obligation amounts the insider is required to maintain disgorge by the SEC. For a company (as well as any Participant supervisory person of a company) that fails to take appropriate steps to prevent illegal trading, penalties include: 1. A civil penalty of up to the greater of \$ 1 million or three times the profit gained or loss avoided as an a result of the Employee employee and shall not diminish the power of the Company to terminate

any Participant's Employment at violation; and 2. A criminal penalty of up to \$ 25 million. Compliance. All Covered Persons must strictly comply with this Policy. Moreover, no Covered Person should engage in any transaction in which time. IX. AMENDMENT OR TERMINATION The Committee or she may amend or terminate even appear to be trading while in possession of material nonpublic information. Failure to observe this Program at Policy may result in serious legal difficulties for the involved Covered Person, as well as for the Company, including the possibility of civil suits by stockholders. Company Sanctions. Failure to comply with this Policy may also subject Covered Persons to Company-imposed sanctions and disciplinary action, including termination of employment for cause, whether or not any failure to comply with this Policy resulted in a violation time; provided, however, that no such amendment or termination shall materially adversely affect the rights of any Participant under law. V. Administration Questions. All questions and Award that has been granted hereunder, without such Participant inquiries regarding this Policy and the prevention of insider trading should be directed to the Company's written consent-General Counsel. If you are unsure about any aspect of X. GENERAL PROVISIONS A. No right under this Program Policy or its applicability to you the Plan shall be assignable, either voluntarily or involuntarily, by way of encumbrance, pledge, attachment, levy or charge of any nature (except given transaction or situation, as ask may be required by state or for guidance federal law). B. Nothing in However, the ultimate responsibility for adhering to this Program or the Plan shall require the Company to segregate or set aside any funds or other property for the purpose of paying any portion of an Award. No Participant, beneficiary or other person shall have any right, title or interest in any amount awarded under this Program or the Plan before the payment date for the Award, or in any property of the Company or a Subsidiary. C. The Committee may specify in the Award Notice and Agreement such terms, conditions and restrictions as the Committee may determine, from time to time, in its sole discretion. D. Any amounts attributable to an Award granted under this Program shall be excluded from compensation for purposes of any 401 (k) plan, or any other benefit, including but not limited to an Award under the Plan, life insurance or disability. E. Any amounts granted or paid under this Program are subject to the Policy and avoiding unlawful transactions rests for the Recovery of Erroneously Awarded Compensation, the Insuperity, Inc. Incentive Compensation Recoupment Policy, the Qualified Retirement Policy, or other applicable recoupment policy of the Company in effect from time to time. F. If a Participant is identified by the Company as a "specified employee" within the meaning of Code Section 409A (a) (2) (B) (i) on the date on which the Participant has a "separation from service" (other than due to death) within the meaning of Treasury Regulation § 1.409A-1 (h), any Final Award payable or settled on account of a separation from service that is deferred compensation subject to Code Section 409A shall be paid or settled on the earliest of (i) the first business day following the expiration of six months from the Participant's separation from service, (ii) the date of the Participant's death, or (iii) such earlier date as complies with each individual the requirements of Code Section 409A. **Date last reviewed and modified: February 6, 2024** Exhibit 21. 1 SUBSIDIARIES OF INSUPERITY, INC. • Insuperity Holdings, Inc., a Delaware corporation and wholly owned subsidiary of Insuperity, Inc. • Insuperity Enterprises, Inc., a Texas corporation and wholly owned subsidiary of Insuperity Holdings, Inc. • Administaff Partnerships Holding, Inc., a Delaware corporation and wholly owned subsidiary of Insuperity Holdings, Inc. • Insuperity Captive Insurance Companies Limited, a Texas corporation and wholly owned subsidiary of Administaff Partnerships Holding, Inc. • Insuperity Business Services, L. P., a Delaware limited partnership, with Insuperity Holdings, Inc. being a 1 % general partner and Administaff Partnerships Holding, Inc. being a 99 % limited partner. • Insuperity Retirement Services, L. P., a Delaware limited partnership, with Insuperity Holdings, Inc. being a 1 % general partner and Administaff Partnerships Holding, Inc. being a 99 % limited partner. • Insuperity Services, L. P., a Delaware limited partnership, with Insuperity Holdings, Inc. being a 1 % general partner and Administaff Partnerships Holding, Inc. being a 99 % limited partner. • Administaff Partnerships Holding II, Inc., a Delaware corporation and wholly owned subsidiary of Insuperity Services, L. P. • Insuperity GP, Inc., a Delaware corporation and wholly owned subsidiary of Insuperity Services, L. P. • Insuperity Support Services, L. P., a Delaware limited partnership, with Insuperity GP, Inc. being a 1 % general partner and Administaff Partnerships Holding II, Inc. being a 99 % limited partner. • Administaff Companies, Inc., a Delaware corporation and wholly owned subsidiary of Insuperity Holdings, Inc. • Administaff Partnerships Holding III, Inc., a Delaware corporation and wholly owned subsidiary of Administaff Companies, Inc. • Insuperity PEO Services, L. P., a Delaware limited partnership, with Administaff Companies, Inc. being a 1 % general partner and Administaff Partnerships Holding III, Inc. being a 99 % limited partner. • Insuperity Insurance Services, L. L. C., a Delaware limited liability company and wholly owned subsidiary of Insuperity PEO Services, L. P. • Insuperity Employment Screening, L. L. C, a Delaware limited liability company and wholly owned subsidiary of Insuperity Holdings, Inc. • Insuperity Expense Management, Inc. a California corporation and wholly owned subsidiary of Insuperity Holdings, Inc. • Insuperity Payroll Services, L. L. C., a Delaware limited liability company and wholly owned subsidiary of Insuperity Business Services, L. P. • IPS Client Trust, a Delaware statutory trust and wholly owned subsidiary of Insuperity Payroll Services, L. L. C. Exhibit 23. 1 We consent to the incorporation by reference in the following Registration Statements: (1) Registration Statements (Form S- 8 Nos. 333- 273717, 333- 221310, 333- 181569) pertaining to the Insuperity, Inc. Incentive Plan, (2) Registration Statements (Form S- 8 Nos. 333- 159007, 333- 140602, 333- 66344) pertaining to the Insuperity, Inc. 2001 Incentive Plan, (3) Registration Statement (Form S- 8 No. 333- 151275) pertaining to the Insuperity, Inc. 2008 Employee Stock Purchase Plan, (4) Registration Statement (Form S- 8 No. 333- 118790) pertaining to the Insuperity, Inc. Directors Compensation Plan, and (5) Registration Statements (Form S- 8 Nos. 333- 85151, 333- 66342) pertaining to the Insuperity, Inc. Non- Qualified Stock Option Plan; of our reports dated February 8-10, 2024 2025, with respect to the consolidated financial statements of Insuperity, Inc. and the effectiveness of internal control over financial reporting of Insuperity, Inc. included in this Annual Report (Form 10- K) of Insuperity, Inc. for the year ended December 31, 2023-2024. / s / Ernst & Young LLP Houston, Texas February 8-10, 2024-2025 EXHIBIT 24. 1 POWER OF ATTORNEY KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, in my capacity as a director of Insuperity, Inc., a Delaware corporation (the" Company") appoints PAUL J. SARVADI, JAMES ALLISON DOUGLAS S. SHARP and CHRISTIAN CALLENS and each of them, severally, as my true and lawful attorney or attorneys- in- fact and agent or agents,

each of whom shall be authorized to act with or without the other, with full power of substitution and resubstitution, to execute, in my capacity as a director of the Company, and to file or cause to be filed, with the Securities and Exchange Commission, the Company's Annual Report on Form 10- K for the year ended December 31, 2023-2024 and any and all amendments thereto as said attorneys or any of them shall deem necessary or incidental in connection therewith, and all materials required by the Securities Exchange Act of 1934, as amended, with full power and authority to each of said attorneys- in- fact and agents to do and perform in the name and on behalf of the undersigned, each and every act and thing whatsoever that is necessary, appropriate or advisable in connection with any or all the above- described matters and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys- in- fact and agents or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof. / s / Tim Clifford January 22-31, 2024 Tim Clifford Date / s / Eli Jones January 31, 2024 Eli Jones Date / s / Carol Kaufman January 23-31, 2024 Carol Kaufman Date / s / John Lumelleau January 31, 2024 John Lumelleau Date / s / Ellen H. Masterson January 29-31, 2024 Ellen H. Masterson Date / s / Randall A. Mehl January 22-February 4, 2024 Randall A. Mehl Date / s / John Morphy January 23-February 3, 2024 John Morphy Date / s / Latha Ramchand January 23-31, 2024 Latha Ramchand Date

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, in my capacity as a director of Insuperity, Inc., a Delaware corporation (the " Company ") appoints PAUL J. SARVADI, JAMES D. ALLISON and CHRISTIAN CALLENS and each of them, severally, as my true and lawful attorney or attorneys- in- fact and agent or agents, each of whom shall be authorized to act with or without the other, with full power of substitution and resubstitution, to execute, in my capacity as a director of the Company, and to file or cause to be filed, with the Securities and Exchange Commission, the Company' s Annual Report on Form 10- K for the year ended December 31, 2024 and any and all amendments thereto as said attorneys or any of them shall deem necessary or incidental in connection therewith, and all materials required by the Securities Exchange Act of 1934, as amended, with full power and authority to each of said attorneys- in- fact and agents to do and perform in the name and on behalf of the undersigned, each and every act and thing whatsoever that is necessary, appropriate or advisable in connection with any or all the above- described matters and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys- in- fact and agents or any of them or their substitutes, may lawfully do or cause to be done by virtue hereof. / s / Richard G. Rawson January 23-February 4, 2024 Richard G. Rawson Date / s / W. Philip Wilmington February 5, 2025 W. Philip Wilmington Date

Exhibit 31. 1 **CERTIFICATION** I, Paul J. Sarvadi, certify that: 1. I have reviewed this annual report on Form 10- K of Insuperity, Inc.; 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report; 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report; 4. The registrant' s other certifying officer (s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a- 15 (e) and 15d- 15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a- 15 (f) and 15d- 15 (f)) for the registrant and have: (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; (c) Evaluated the effectiveness of the registrant' s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and (d) Disclosed in this report any change in the registrant' s internal control over financial reporting that occurred during the registrant' s most recent fiscal quarter (the registrant' s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant' s internal control over financial reporting; and 5. The registrant' s other certifying officer (s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant' s auditors and the audit committee of the registrant' s board of directors (or persons performing the equivalent functions): (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant' s ability to record, process, summarize and report financial information; and (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant' s internal control over financial reporting. Date: February 8-10, 2024-2025 / s / Paul J. Sarvadi Paul J. Sarvadi Chairman of the Board & Chief Executive Officer Exhibit 31. 2 I, **Douglas S. James D. Sharp Allison**, certify that: Date: February 8-10, 2024-2025 / s / **Douglas S. James D. Sharp Allison** Executive Vice President of Finance, Chief Financial Officer & Treasurer Exhibit 32. 1 **CERTIFICATION PURSUANT TO 18 U. S. C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES- OXLEY ACT OF 2002** In connection with the Annual Report of Insuperity, Inc. (the " Company ") on Form 10- K for the period ending December 31, 2023-2024, (the " Report "), as filed with the Securities and Exchange Commission on the date hereof, I, Paul J. Sarvadi, Chairman of the Board & Chief Executive Officer of the Company, certify, pursuant to 18 U. S. C. § 1350, as adopted pursuant to § 906 of the Sarbanes- Oxley Act of 2002, to the best of my knowledge, that: 1. The Report fully complies with the requirements of section 13 (a) or 15 (d) of the Securities Exchange Act of 1934, as amended; and 2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company. / s / Paul J. Sarvadi Paul J. Sarvadi Chairman of the Board & Chief Executive Officer February 8-10, 2024-2025

Exhibit 32. 2 In connection with the Annual Report of Insperty, Inc. (the “ Company ”) on Form 10- K for the period ending December 31, 2023-2024, (the “ Report ”), as filed with the Securities and Exchange Commission on the date hereof, I, Douglas S. James D. Sharp Allison, Executive Vice President of Finance, Chief Financial Officer & Treasurer- Treasurer of the Company, certify, pursuant to 18 U. S. C. § 1350, as adopted pursuant to § 906 of the Sarbanes- Oxley Act of 2002, to the best of my knowledge, that: 1. The Report fully complies with the requirements of section 13 (a) or 15 (d) of the Securities Exchange Act of 1934, as amended; and 2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company. / s / Douglas S. James D. Sharp-Douglas S. Allison James D. Sharp Allison Executive Vice President of Finance, Chief Financial Officer & Treasurer February 8, 2024 Exhibit 97

POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

1. Purpose. The Compensation Committee of the Board of Directors of Insperty, Inc., a Delaware Corporation (“ Insperty ” or the “ Company ”) has determined that it is in the best interest of the Company to adopt this Policy for the Recovery of Erroneously Awarded Compensation. The Policy describes circumstances in which Erroneously Awarded Compensation is subject to recovery by the Company and the process for that recovery. This Policy is intended to comply with (a) Section 954 of the Dodd- Frank Wall Street Reform and Consumer Protection Act of 2010, as codified in Section 10D of the Exchange Act, and implemented by Rule 10D- 1 thereunder adopted by the Commission and (b) Section 303A. 14 of the NYSE Listed Company Manual. 2. Administration. This Policy shall be administered by the Administrator. Any determinations made by the Administrator shall be final and binding on all affected individuals. Subject to any limitation under applicable law, the Administrator may authorize and empower any officer or employee of the Company to take any and all actions necessary or appropriate to carry out the purpose and intent of this Policy (other than with respect to any recovery under this Policy involving such officer or employee).

3. Definitions. For purposes of this Policy, the following capitalized terms shall have the meanings set forth below. a. “ Administrator ” means the Compensation Committee of the Board of Directors of the Company. b. “ Board ” means the Board of Directors of the Company. c. “ Commission ” means the Securities and Exchange Commission. d. “ Compensation Eligible for Recovery ” means Incentive- based Compensation received on or after the Effective Date by an individual: i. after beginning service as an Executive Officer, ii. who served as an Executive Officer at any time during the performance period for the applicable Incentive- based Compensation (regardless of whether such individual is serving as an Executive Officer at the time the Erroneously Awarded Compensation is required to be repaid to the Company), iii. while the Company had a class of securities listed on a national securities exchange or a national securities association, and iv. during the applicable Recovery Period. e. “ Effective Date ” means October 2, 2023. f. “ Erroneously Awarded Compensation ” means, with respect to each Executive Officer, the Compensation Eligible for Recovery less the amount of Incentive- based Compensation that would have been determined based on the restated amounts, computed without regard to any taxes paid. 1 NSP Policy for the Recovery of Erroneously Awarded Compensation_Final g. “ Exchange Act ” means the Securities Exchange Act of 1934, as amended. h. “ Executive Officer ” means: i. each individual designated by the Board to be an officer in accordance with Rule 16a- 1 (f) under the Exchange Act, and ii. any other individual required by Rule 10D- 1 of the Exchange Act to be designated as an executive officer, as determined by the Administrator. i. “ Financial Reporting Measure ” means measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures that are derived wholly or in part from such measures. Stock price and total shareholder return (and any measures that are derived wholly or in part from stock price or total shareholder return) for purposes of this Policy are considered Financial Reporting Measures. For the avoidance of doubt, a Financial Reporting Measure need not be presented within the financial statements or included in a filing with the Commission. j. “ Incentive- based Compensation ” means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure. k. “ NYSE ” means the New York Stock Exchange LLC. l. “ Policy ” means this Policy for the Recovery of Erroneously Awarded Compensation, as the same may be amended or restated from time to time. m. “ Recovery Period ” means the three completed fiscal years immediately preceding the Restatement Date and if the Company changes its fiscal year, any transition period of less than nine months within or immediately following those three completed fiscal years. n. “ Restatement ” means an accounting restatement: i. due to material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or ii. that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period. The determination of material noncompliance or material misstatement shall be conclusive and binding, and not subject to challenge or contest. o. “ Restatement Date ” means the earlier of: i. the date the Board, the Finance, Risk Management and Audit Committee of the Board, or such other authorized committee of the Board concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement, or ii. the date a court, regulator, or other legally authorized body directs the Company to prepare a Restatement. 2 NSP Policy for the Recovery of Erroneously Awarded Compensation_Final 4. Recovery of Erroneously Awarded Compensation. a. The Chief Financial Officer of the Company shall promptly report to the Board, the Finance, Risk Management and Audit Committee of the Board, and the Administrator any instance in which the Company is required to prepare a Restatement. b. Upon learning of a required Restatement, an entity specified in Section 3 (o) (i) shall determine the Restatement Date. c. After the Restatement, the Chief Financial Officer (or another appropriate officer or third party designated by the Administrator) shall reasonably promptly calculate the Erroneously Awarded Compensation for each affected individual, which calculation shall be subject to approval by the Administrator. For purposes of calculating Erroneously Awarded Compensation: i. Incentive- based Compensation shall be deemed received in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive- based Compensation award is attained, even if the payment or grant of the Incentive- based Compensation occurs after the end of that period (but shall not include Incentive- based Compensation received prior to the Effective Date). ii. For Incentive- based Compensation based on (or derived from) stock price or total shareholder return, where the amount of Erroneously Awarded

Compensation is not subject to mathematical recalculation directly from the information in a Restatement, it shall be based on a reasonable estimate of the effect of the Restatement on the stock price or total shareholder return upon which the Incentive-based Compensation was received. The Company shall maintain documentation of the determination of that reasonable estimate and provide such documentation to the NYSE. d. Reasonably promptly following the Administrator's approval of the Erroneously Awarded Compensation, the Administrator shall notify in writing each individual who received Erroneously Awarded Compensation and shall demand payment or return, as applicable, of such Erroneously Awarded Compensation. e. The Company shall demand recovery and recover Erroneously Awarded Compensation in compliance with this Policy except to the extent that the Administrator determines that recovery would be impracticable, and one of the following conditions applies: i. the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered; provided, however, that before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on expense of enforcement, the Company must make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt (s) to recover, and provide that documentation to the NYSE; ii. recovery would violate home country law where that law was adopted prior to November 28, 2022; provided, however, that before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on violation of home country NSP Policy for the Recovery of Erroneously Awarded Compensation Final law, the Company must obtain an opinion of home country counsel, acceptable to the NYSE, that recovery would result in such a violation, and must provide such opinion to the NYSE; or iii. recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Sections 401 (a) (13) or 411 (a) of the Internal Revenue Code of 1986, as amended, and regulations thereunder. f. Except as provided in Section 4 (e) (i), Section 4 (e) (ii) or Section 4 (e) (iii), in no event may the Company accept final repayment from the affected individual of less than the full amount of the Erroneously Awarded Compensation received by such individual. g. The Administrator shall determine, in its sole discretion, the timing and method of recovering any Erroneously Awarded Compensation pursuant to this Policy, taking into account all facts and circumstances (including the time value of money and the cost to shareholders of delayed recovery), so long as such method complies with the terms of Section 303A. 14 of the NYSE Listed Company Manual. Without limitation, recovery may include for example direct repayment by the individual, or the forfeiture or reduction of existing or future wages, compensation or equity-based awards. If the Administrator determines that an appropriate method of recovery is one other than the prompt repayment by the affected individual in cash or property, the Company may offer to enter into a repayment agreement with the affected individual (in a form and with terms reasonably acceptable to the Administrator). The Company may offset, or cause to be offset, any amounts that the affected individual is required to repay to the Company pursuant to this Policy against any amounts otherwise owed by the Company or any of its subsidiaries to the affected individual. The Administrator's determinations regarding the timing and method of recovery need not be uniform with respect to each individual covered by the Policy. h. To the extent the affected individual has already reimbursed the Company for any Erroneously Awarded Compensation under any duplicate obligations established by the Company or applicable law, any such reimbursed amount may appropriately be credited to the amount of Erroneously Awarded Compensation subject to recovery under this Policy. i. If the affected individual fails to repay to the Company when due the full amount of the Erroneously Awarded Compensation received by such affected individual, the Company shall take all actions reasonable and appropriate to recover the full amount of the Erroneously Awarded Compensation from the affected individual. In accordance with this paragraph, the affected individual shall be required to reimburse the Company for any and all expenses reasonably incurred (including legal fees) by the Company in recovering the Erroneously Awarded Compensation. 5. Disclosure. The Company shall file all disclosures with respect to this Policy in accordance with the requirements of the securities laws, including the disclosure required by the applicable Commission filings. 6. No Indemnification. The Company shall not indemnify any current or former Executive Officer against the loss of Erroneously Awarded Compensation, and shall not pay, or reimburse any current or former Executive Officers for, premiums for any insurance policy to fund such Executive Officer's potential recovery obligations. Further, this Policy shall supersede any prior NSP Policy for the Recovery of Erroneously Awarded Compensation Final right to indemnification with an Executive Officer (whether entered into before, on or after the Effective Date). 7. Effective Date. This Policy shall be effective as of the Effective Date. 8. Amendment and Interpretation. The Administrator may amend this Policy from time to time in its discretion and shall amend this Policy as it deems necessary or advisable to reflect the regulations adopted by the Commission and to comply with any rules or standards adopted by the NYSE. The Administrator may at any time in its sole discretion, supplement, amend or terminate any provision of this Policy in any respect as the Administrator determines to be necessary or appropriate. The Administrator shall interpret and construe this Policy and make all determinations necessary or advisable for the administration of this Policy. It is intended that this Policy be interpreted in a manner that is consistent with the requirements of Section 10D of the Exchange Act and Rule 10D-1 thereunder and Section 303A. 14 of the NYSE Listed Company Manual and any other applicable rules adopted by the Commission. 9. Other Recoupment Rights. Any employment agreement, equity award agreement or similar agreement entered into on or after the Effective Date may, as a condition to the grant of any benefit thereunder, require the party thereto to agree to abide by the terms of this Policy or implement arrangements designed to facilitate the administration hereof. Although not a prerequisite to enforcement of this Policy, each Executive Officer shall be provided with an acknowledgment form setting forth the individual's obligation under this Policy. Any right of recovery under this Policy is in addition to, and not in lieu of, any other remedies or rights of recovery that may be available to the Company pursuant to the terms of the Company's Incentive Compensation Recoupment Policy originally adopted in 2014, and as may be amended from time to time, any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company. 10. Successors. This Policy shall be binding and enforceable against all current and former Executive Officers and their beneficiaries, 2025 heirs, executors, administrators or other legal representatives. NSP Policy for the Recovery of Erroneously Awarded Compensation Final

ACKNOWLEDGEMENT FORM By signing below, the undersigned acknowledges and confirms the undersigned has received and reviewed a copy of the Insperity, Inc. Policy for the Recovery of Erroneously Awarded Compensation (the "Policy"). Capitalized terms used but not otherwise defined in this Acknowledgement Form shall have the meanings ascribed to such terms in the Policy. By signing this Acknowledgement Form, the undersigned acknowledges and agrees that the undersigned is and will continue to be subject to the Policy and that the Policy will apply both during and after the undersigned's employment with the Company. In the event of any inconsistency between the Policy and the terms of any agreement to which I am a party, or the terms of any compensation arrangement, agreement, plan, or program under which compensation has been granted, awarded, earned or paid, the terms of the Policy shall govern. Further, by signing below, the undersigned agrees to abide by the terms of the Policy, including, without limitation, by promptly returning any Erroneously Awarded Compensation (as defined in the Policy) to the Company, in a manner required by the Administrator, and as permitted by the Policy. For the avoidance of doubt, any recovery affected under the Policy shall not, in itself, constitute grounds to terminate the undersigned's employment for "Good Reason" (or any term of similar meaning) under any employment or compensation arrangements, agreements, plans or programs.

Signed _____ Name (Printed)

Date 6 NSP Policy for the Recovery of Erroneously Awarded Compensation_Final