

TRANSITION AGREEMENT

THIS TRANSITION AGREEMENT (the “**Agreement**”) is entered into as of August 16, 2018 (the “**Effective Date**”), by and among TriNet Group, Inc., a Delaware corporation (together with its successors and assigns, the “**Company**”), and Brady Mickelsen (the “**Executive**”).

RECITALS

WHEREAS, the Executive is currently serving as the Senior Vice President, Chief Legal Officer & Secretary of the Company;

WHEREAS, the Executive and the Company have mutually agreed to provide for an orderly transition of the Executive’s duties and responsibilities to a new Chief Legal Officer and the Executive desires to assist the Company in realizing such an orderly transition;

WHEREAS, the Executive and the Company mutually desire that the Executive continues in his current role, with the Executive’s current roles and responsibilities, until such time as his successor commences his or her employment with the Company;

WHEREAS, in furtherance of the foregoing, the Executive and the Company have negotiated and reached an agreement with respect to all rights, duties and obligations arising between them, including, but in no way limited to, any rights, duties and obligations that have arisen or might arise out of or are in any way related to the Executive’s continued employment with the Company and the conclusion of that employment.

NOW THEREFORE, in consideration of the covenants and mutual promises recited below, the parties agree as follows:

1. **Transition of Duties.** During the period beginning on the Effective Date and ending on the first to occur of: (i) the date on which another individual is appointed by the Company to serve as its Chief Legal Officer and such individual commences employment with TriNet (or such later date as is determined by the Company as the effective date of such appointment for the purposes of this Agreement), and (ii) December 31, 2018 (the “**Separation Date**” and the first to occur of the date on which another individual is appointed by the Company to serve as its Chief Legal Officer and the Separation Date, the “**Transition Date**”), the Executive shall continue to serve the Company as its SVP, Chief Legal Officer & Secretary. During the period from the Effective Date until the Transition Date, the Executive shall continue to serve as the Chief Legal Officer of the Company and shall devote his best efforts and substantially all of his business time and attention (except for vacation periods and reasonable periods of illness or other incapacity permitted by the Company’s general employment policies) to the business of the Company in such capacity, consistent with his current role and responsibilities. In addition, if the Transition Date

occurs prior to December 31, 2018, the Executive shall continue to serve as a Vice President of the Company until the Separation Date, in order to timely and accurately respond to reasonable requests by the Company to the extent reasonably possible with respect to the transition of his duties following the Transition Date and other matters involving the Company about which the Executive has or may have personal knowledge (other than the Executive's separation or any other claim the Executive may bring against the Company that is not released under the Releases), including any such matters which may arise after the Transition Date (the period from the Transition Date to the Separation Date, the "**Transition Period**").

2. **Compensation.** As compensation for the Executive's continuing employment and service hereunder, in recognition of the Executive's contributions to the Company and as consideration for the Releases (as defined below), the Executive's agreement to the Transition Period, if applicable, and the respective terms and conditions thereof, and the other promises of the Executive contained in this Agreement, which shall be deemed to include the Executive's agreement to (A) remain in the employ of the Company as described above through the Transition Date, (B) if the Transition Date occurs prior to December 31, 2018, to continue to serve as a Vice President of the Company until the Separation Date, on such terms and with such responsibilities as shall be mutually agreed by the Executive and his successor, in order to timely and accurately respond to reasonable requests by the Company to the extent reasonably possible with respect to the transition of his duties following the Transition Date and other matters involving the Company about which the Executive has or may have personal knowledge (other than the Executive's separation or any other claim the Executive may bring against the Company that is not released under the Releases), including any such matters which may arise after the Transition Date, (C) comply with the Company's Business Ethics and Code of Conduct Policy and other policies relating to conduct, as in effect from time to time and applicable to its executive officers, and (D) subject to Section 6(a) below, comply with all covenants to which the Executive has agreed as part of his employment with the Company, including, but not limited to, those in the Employee Confidential Information and Inventions Assignment Agreement with the Executive (as amended from time to time, the "**Confidentiality Agreement**," a copy of which is attached hereto as Exhibit A), (the covenants described in the immediately preceding clauses (A) through (D) of this Section 2 are collectively referred to herein as the "**Covenants**"); and provided, that the Executive timely signs and returns this Agreement, complies with Covenants and complies with Sections 7, 9 and 13 below and does not revoke the Releases, the Company will provide Executive with the following compensation and benefits:

(a) **Base Salary and Benefit Plan Participation.** During the periods from the Effective Date until the Transition Date and during any Transition Period, the Executive will (i) receive his base salary as in effect on the Effective Date and (ii) participate in the Company's retirement and welfare benefit plans, perquisite programs, expense reimbursement and vacation policies, as such plans, programs and policies may be in effect from time to time (collectively, the "**Plans**").

(b) **Benefits Upon Separation Date.** Subject to the Executive (i) not unilaterally terminating his employment with the Company prior to the Transition Date without mutual consent of the Company, (ii) timely and accurately responding to reasonable requests by the Company to the extent reasonably possible with respect to the transition of his duties following the Transition Date and other matters

involving the Company about which the Executive has or may have personal knowledge (other than the Executive's separation or any other claim the Executive may bring against the Company that is not released under the Releases), including any such matters which may arise after the Transition Date, and (iii) not being terminated by the Company for Cause (as defined in Section 2(c)) below), the Executive shall be entitled to the following benefits:

(i) **Lump-Sum Payment.** The Company will make a lump sum severance payment to Executive on the 60th day after the Separation Date in an amount equal to twelve (12) months of Executive's base salary as in effect on the Effective Date, subject to any applicable withholdings and deductions.

(ii) **Bonus Payments.** If the Separation Date occurs on or after December 31, 2018, the Company shall pay the Executive an annual performance bonus for 2018 (the "2018 Bonus") at such time as the annual bonuses for 2018 are paid by the Company to its other executive officers, but in no event later than May 1, 2019. The amount of such 2018 Bonus shall be based solely on the actual performance of the Company and the achievement of corporate performance goals. Achievement against corporate performance goals and, therefore, the actual amount of the bonus earned will be determined by the Company, in its sole discretion, subject to the approval of the Compensation Committee of the Board of Directors of the Company. For example, if the general executive bonus pool is funded at 95%, the Executive will be entitled to receive 95% of his entire target 2018 Bonus (which target amount is 70% of the Executive's base salary).

(iii) **Benefits.** Upon separation from TriNet, if the Executive timely elects continued health insurance coverage pursuant to by the Consolidated Omnibus Budget Reconciliation Act, Section 4980B of the Internal Revenue Code and any state law of similar effect ("**COBRA**"), the Company will pay the COBRA premiums for Executive and his eligible dependents for up to the first twelve (12) months of such coverage, or until such earlier date as (A) he or his dependents are no longer eligible for such coverage or (B) he or his dependents become eligible for health insurance coverage from another source. Executive must promptly inform the Company, in writing, if he or his dependents become eligible for health insurance coverage from another source during this period of coverage.

(iv) **Equity Awards.** On the Separation Date, the vesting of each then outstanding, unvested equity award (including any options, RSUs, RSAs and PSUs) held by Executive will accelerate as to 100% of any then unvested shares that would have otherwise vested during the twelve-month period following such date, which shall, for sake of clarity, include all shares underlying unvested equity awards that would have otherwise vested through and including December 31, 2019. The Executive shall have 30 days following such date to exercise any then-vested options of the Company.

(c) For purposes of this Agreement, "**Cause**" will mean (i) a willful act or omission involving gross misconduct or fraud that results in material injury to the Company, (ii) a willful refusal or failure to follow lawful and reasonable directions of the Board or an individual to whom Executive reports (as appropriate), (iii) a willful and habitual neglect of duties, or (iv) a conviction of a felony which is reasonably likely to inflict or has inflicted material injury on the Company. No act, omission or failure to act by the

Executive shall be deemed “willful” unless committed without good faith and without reasonable belief that the act, omission or failure to act was in the Company’s best interests. Notwithstanding the foregoing, in each case, except in the case of gross misconduct (as determined in the sole discretion of the Board), Executive will receive written notice of any finding of Cause and a sixty (60) day cure period thereafter. Whether or not such Cause has been cured will be decided by the Board, in its sole discretion.

3. No Additional Entitlements. The Executive understands and acknowledges that he will have no further entitlements, other than (a) those recited in this Agreement and (b) accrued rights and entitlements that have vested as of the Separation Date under the Plans. The Executive hereby acknowledges that the Executive has no interest in or claim of right to reinstatement, reemployment or employment with the Company, and the Executive forever waives any interest in or claim of right to any future employment by the Company.

4. **Withholding.** All payments required to be made by the Company hereunder to the Executive shall be subject to withholding of such amounts relating to taxes as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation.

5. **Section 409A Compliance.** It is intended that any amounts payable under this Agreement and the Company’s and the Executive’s exercise of authority or discretion hereunder shall comply with the provisions of Internal Revenue Code Section 409A and the treasury regulations and guidance thereunder (“**Section 409A**”) so as not to subject the Executive to the payment of interest and tax penalty which may be imposed under Section 409A. Notwithstanding anything contained herein to the contrary, if, at the Executive’s separation from service, (a) the Executive is a specified employee as defined in Section 409A and (b) any of the payments or benefits provided hereunder constitute deferred compensation under Section 409A, then, and only to the extent required by such provisions, the date of payment of such payments or benefits otherwise provided shall be delayed for a period of six months following the separation from service, and any amounts so delayed shall be paid during the seventh month following separation from service. Any reimbursement amounts payable under this Agreement shall be paid promptly after receipt of a properly documented request for reimbursement from the Executive, provided no amount shall be paid later than December 31 of the year following the year during which the reimbursable amounts were incurred by Executive.

6. Executive Protections; Defend Trade Secrets Act.

(a) Nothing in this Agreement or otherwise limits Executive’s ability to communicate directly with and provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the Securities and Exchange Commission (the “**SEC**”), or any other federal, state or local governmental agency or commission or self-regulatory organization (each such agency, commission or organization, a “**Government Agency**”) regarding possible legal violations, without disclosure to the Company. The Company may not retaliate against Executive for any of these activities, and nothing in this Agreement requires Executive to waive any monetary award or other relief that Executive might become entitled to from the SEC or any other Government Agency.

(b) Pursuant to the Defend Trade Secrets Act of 2016, Executive and the Company acknowledge and agree that Executive shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition and without limiting the preceding sentence, if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and may use the trade secret information in the court proceeding, if Executive (X) files any document containing the trade secret under seal and (Y) does not disclose the trade secret, except pursuant to court order.

7. **Execution of Agreement; Release of Claims.** Subject to Section 6(a) above, the payments and benefits to the Executive pursuant to this Agreement are contingent upon (a) the Executive executing and delivering to the Company this Agreement and a release of claims in the form attached to this Agreement as Exhibit B (the "**Initial Release**") by 5:00 p.m. Pacific on August 16, 2018, (b) the Executive executing and delivering to the Company on the first business day following the Separation Date, a release of claims in substantially the same form as the Initial Release, effective as of that date (the "**Second Release**" and together with the Initial Release, the "**Releases**") and (c) the Executive not revoking either of the Releases.

8. **Return of Property.** Subject to Section 6(a) hereof, on or prior to the Separation Date, the Executive will return all of the Company's property. Such property includes, but is not limited to, the original and any copies of any confidential information or trade secrets, keys, pass cards, building identity cards, mobile telephones, tablet devices, laptop computers, corporate credit cards, customer lists, files, brochures, documents or computer disks or printouts, equipment and any other item relating to the Company and its business, provided that it would not be a violation of this Section 9 for the Executive to retain copies of publicly-filed documents. Further, other than in the performance of the Executive's duties and subject to Section 7(a) hereof, the Executive will not take, procure, or copy any property of the Company before, on, after or in anticipation of the Separation Date. For purposes of this Section 9, "Company" shall include the Company, its subsidiaries and affiliates.

9. **Cooperation.** Subject to Section 6(a) hereof, in consideration for the promises and payments by the Company pursuant to this Agreement, at the request of the Company, the Executive agrees to timely and accurately respond to reasonable requests by the Company to the extent reasonably possible with respect to the transition of his duties following his termination date and other matters involving the Company about which the Executive has or may have personal knowledge (other than the Executive's separation or any other claim the Executive may bring against the Company that is not released under the Releases), including any such matters which may arise after the Separation Date, provided that the Company shall reimburse the Executive for any out-of-pocket expenses reasonably related to such requests that are approved by the Company in advance. For purposes of this Section 9, "Company" shall include the Company, its subsidiaries and affiliates.

10. **Resignations.** Effective as of the Transition Date, unless otherwise requested by the Company in writing, the Executive will, automatically and without further action on the part of the Executive or any other person or entity, resign from all offices, boards of directors (or similar governing bodies), committees of such boards of directors (or similar governing bodies) and committees of the Company, its subsidiaries and affiliates, other than the office of Vice President of the Company, from which office the Executive will automatically and without further action on the part of the Executive or any other person or entity, resign on the Separation Date. In addition, and without limiting the effectiveness of the resignations in the immediately preceding sentence, on the Transition Date, the Executive will execute and deliver to the Company a written resignation from his position as Chief Legal Officer and Secretary of the Company. The Executive agrees that he shall execute any such further documents and instruments as may be reasonably necessary or appropriate to carry out the intent of this Section 10.

11. **Non-Reliance.** The Executive represents to the Company and the Company represents to the Executive that in executing this Agreement they do not rely and have not relied upon any representation or statement not set forth herein made by the other or by any of the other's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement, or otherwise. The Executive (a) has reviewed with his own advisors the tax and legal consequences of entering into and the payments under this Agreement, (b) is relying solely on such advisors and not on any statements or representations of the Company, its agents or advisors, and (c) understands that he (and not the Company) shall be responsible for his own tax liability that may arise as a result of entering into and the payments under this Agreement, other than the Company's liability with respect to any required tax withholdings thereon.

12. **Assignability.** The rights and benefits under this Agreement are personal to the Executive and such rights and benefits shall not be subject to assignment, alienation or transfer, except to the extent such rights and benefits are lawfully available to the estate or beneficiaries of the Executive upon death. The Company may assign this Agreement to any parent, affiliate or subsidiary and shall require any entity which at any time becomes a successor whether by merger, purchase, or otherwise acquires all or substantially all of the assets, stock or business of the Company, to expressly assume this Agreement.

13. **Confidentiality, Intellectual Property, Non-Solicitation and Non-Disparagement and Non-Competition.** Subject to Section 6(a) hereof, the Company and the Executive acknowledge and agree that the provisions of the Confidentiality Agreement, and all other Covenants shall continue to apply to the Executive prior to and after the Separation Date as if fully set forth in this Agreement. In addition, and in consideration of the compensation described in Section 2 hereof, and the Company's commitments hereunder, the Company and the Executive also agree, subject to Section 6(a) hereof, as follows:

(a) **Non-Solicitation.** The Executive acknowledges that the provisions of Section 5 of the Confidentiality Agreement relating to non-solicitation of employees shall apply for a period of twelve months following the Separation Date.

(b) **Non-Disparagement.** At all times prior to and after the Separation Date, the Executive will not disparage, place in a false light or criticize, orally or in writing, the business, products, policies, decisions, directors, officers or employees of the Company to any person. The Company also agrees that

at all times prior to and after the Separation Date, none of the CEO, any director or any employee of the Company who reports directly to the CEO will disparage, place in false light or criticize the Executive to any person or entity either orally or in writing.

(c) **Injunctive Relief.** It is recognized and acknowledged by the Executive that a breach of the covenants contained in this Section 13 will cause irreparable damage to the Company, its subsidiaries and affiliates and their respective goodwill, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, the Executive agrees that in the event of a breach of any of the covenants contained in this Section 13, in addition to any other remedy which may be available at law or in equity, the Company will be entitled to specific performance and injunctive relief. The Executive agrees not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages, and the Executive agrees to waive any requirements for the securing or posting of any bond in connection with such remedy. The provisions of this Section 13(c) shall apply to the Company with respect to the second sentence of Section 13(b) *mutatis mutandis*.

For purposes of this Section 13, "Company" shall include the Company, its subsidiaries and affiliates.

14. **Entire Agreement.** The Executive acknowledges and agrees that this Agreement, together with the Exhibits hereto and the other documents, Company plans and Company policies referred to herein, including, without limitation the Confidentiality Agreement, any equity agreements and all agreements thereunder or related thereto to which Executive is a party) constitute the entire agreement and understanding between the parties and supersedes any prior agreements, written or oral, with respect to the subject matter hereof, including the termination of the Executive's employment after the Effective Date and all amounts to which the Executive shall be entitled whether during the Transition Period or thereafter, other than as specifically provided in this Agreement. The Executive acknowledges and agrees that this Agreement supersedes the terms regarding the Executive's termination of employment set forth in that certain letter agreement dated May 8, 2015, as amended, between Executive and the Company.

15. **Severability/Reasonable Alteration.** In the event that any part or provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable part or provision had not been included therein. Further, in the event that any part or provision hereof shall be declared by a court of competent jurisdiction to exceed the maximum time period, scope or activity restriction that such court deems reasonable and enforceable, then the parties expressly authorize the court to modify such part or provision so that it may be enforced to the maximum extent permitted by law.

16. **No Strict Construction.** The language used in this Agreement will be deemed to be the language chosen by the Executive and the Company to express their mutual intent, and no rule of strict construction will be applied against the Executive or the Company.

17. **Insurance.** The Company presently maintains general liability insurance on an occurrence basis which covers the professional activities of employed accountants and other professionals of the Company. The Company will continue to provide such coverage for the past activities of the Executive to the same extent as such coverage is provided with respect to the past activities of other former employed accountants and other professionals of the Company. In addition, the Company presently maintains directors' and officers' liability insurance covering its directors and officers. The Company will continue to cover the Executive under such insurance to the same extent the Company maintains such insurance from time to time for its directors and officers.

18. **Applicable Law, Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles, rules or statutes of any jurisdiction. The parties irrevocably agree that all actions to enforce an arbitrator's decision pursuant to Section 20 of this Agreement may be instituted and litigated in federal, state or local courts sitting in Santa Clara County, California and each of such parties hereby consents to the jurisdiction and venue of such court, waives any objection based on *forum non conveniens* and any right to a jury trial as set forth in Section 19 of this Agreement.

19. **Waiver of Jury Trial.** EACH OF THE EXECUTIVE AND THE COMPANY HEREBY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL RIGHTS HE/IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR ACTION TO REMEDY ANY BREACH OR ALLEGED BREACH HEREOF, TO ENFORCE ANY TERM HEREOF, OR IN CONNECTION WITH ANY RIGHT, BENEFIT OR OBLIGATION ACCORDED OR IMPOSED BY THIS AGREEMENT.

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

provisions of this paragraph, the parties are not prohibited from seeking injunctive relief in a court of appropriate jurisdiction to prevent irreparable harm on any basis, pending the outcome of arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and the state courts of any competent jurisdiction.

21. **Counterparts and Facsimiles.** This Agreement may be executed in several counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument; signed copies of this Agreement may be delivered by .pdf, .jpeg or fax and will be accepted as an original.

22. **Expenses.** Each of the Company and the Executive shall bear its/his own costs and expenses in connection with the negotiation and documentation of this Agreement.

23. **No Reliance Upon Other Statements.** This Agreement is entered into without reliance upon any statement or representation of any party hereto or parties hereby released other than the statements and representations contained in writing in this Agreement.

24. **Amendment/Waiver.** This Agreement may not be modified without the express written consent of the parties hereto. Any failure by any party to enforce any of its rights and privileges under this Agreement shall not be deemed to constitute waiver of any rights and privileges contained herein.

25. **Notice.** Any notice to be given hereunder shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested, addressed as follows: 26. **Company Subsidiaries, Affiliates and Divisions.** For purposes of this Agreement, references to “subsidiaries,” “affiliates” or “divisions” of the Company shall mean and include those entities or persons publicly identified by the Company to a subsidiary, affiliate or division of the Company and such other entities or persons actually known by the Executive to be a subsidiary, affiliate or division of the Company. IN WITNESS WHEREOF, each of the parties hereto has duly executed this Transition Agreement as of the date and year first set forth above.

LEGAL ADDRESSES AND BANKING DETAILS OF THE PARTIES

_____	_____
_____	_____
_____	_____
_____	_____