

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **October 20, 2022**

**RESOURCES CONNECTION, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction of  
Incorporation)

**0-32113**  
(Commission File Number)

**33-0832424**  
(I.R.S. Employer Identification  
No.)

**17101 Armstrong Avenue Irvine, California, 92614**  
(Address of Principal Executive Offices) (Zip Code)

Registrant's Telephone Number, Including Area Code: **(714) 430-6400**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02: Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Approval of Amended and Restated 2019 Employee Stock Purchase Plan*

The Board of Directors (the “Board”) of Resources Connection, Inc. (the “Company”) previously approved an amendment and restatement of the Resources Connection, Inc. 2019 Employee Stock Purchase Plan (the “ESPP”), subject to approval by the Company’s stockholders, to increase the maximum number of shares of the Company’s common stock authorized for issuance under the ESPP by an additional 1,500,000 shares. At the Company’s annual meeting of stockholders held on October 20, 2022, the Company’s stockholders approved the amended and restated ESPP.

The preceding summary is qualified in its entirety by reference to the text of the amended and restated ESPP, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

*Employment Agreement with Jennifer Y. Ryu*

On October 21, 2022, the Company and Resources Connection LLC jointly entered into an Employment Agreement with Ms. Jennifer Ryu, the Company’s Executive Vice President and Chief Financial Officer (the “Ryu Employment Agreement”), which replaces in its entirety the previous employment agreement between the Company and Ms. Ryu dated February 3, 2020 (the “Prior Ryu Employment Agreement”). The Prior Ryu Employment Agreement was previously described in a Current Report on Form 8-K filed with the Securities and Exchange Commission on February 4, 2020. The Ryu Employment Agreement contains substantially the same terms as the Prior Ryu Employment Agreement, except as described below.

The Ryu Employment Agreement provides for an initial term through October 21, 2025, with the term automatically renewing annually thereafter for an additional one-year term unless either party provides at least sixty days’ written notice of non-renewal and subject to earlier termination by either party. The Ryu Employment Agreement provides for an annual base salary of \$462,000.

The Ryu Employment Agreement provides that if Ms. Ryu’s employment with the Company is terminated by the Company due to death or permanent disability, subject to her or her estate or personal representative, as applicable, providing a general release of claims in favor of the Company, Ms. Ryu will be entitled to receive (i) accelerated vesting of her outstanding and unvested equity awards, with options remaining exercisable for up to 3 years following termination of employment and performance-based awards vesting based on the terms of the applicable award agreement, (ii) a lump sum payment equal to 1 times her current base salary, paid within 60 days following termination, and (iii) a pro-rata target bonus, paid within 60 days following termination. If Ms. Ryu’s employment with the Company is terminated by the Company without cause (including a non-renewal of the employment agreement by the Company) or Ms. Ryu resigns for good reason, in each case, not in connection with a change in control of the Company, Ms. Ryu will be entitled to receive, subject to her providing a general release of claims in favor of the Company, (i) a lump sum payment equal to 1.5 times her current base salary and target annual bonus, paid within 60 days following termination, (ii) a pro-rata target bonus, paid within 60 days following termination, (iii) accelerated vesting of outstanding and unvested equity awards, with options remaining exercisable for the remaining term of the option and performance-based awards vesting based on the terms of the applicable award agreement, and (iv) a lump sum payment substantially equal to the cost to continue medical coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act, at the same or reasonably equivalent medical coverage for Ms. Ryu and her eligible dependents, for a period of 18 months, paid within 60 days following termination. If Ms. Ryu’s employment with the Company is terminated by the Company without cause (including a non-renewal of the employment agreement by the Company) or Ms. Ryu resigns for good reason, in each case within 60 days prior to, upon or within 24 months following a change in control of the Company, Ms. Ryu will be entitled to receive, subject to her providing a general release of claims in favor of the Company, the benefits described in the preceding sentence, provided that the multiple in clause (i) above shall be 2 times her current base salary and target annual bonus.

The Ryu Employment Agreement also contains certain restrictive covenants in the Company’s favor, including a covenant that Ms. Ryu not solicit employees or independent contractors of the Company during or within one year following her employment with the Company.

The foregoing description of the Ryu Employment Agreement is qualified in its entirety by reference to the complete terms and conditions of Ms. Ryu’s employment agreement, which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

---

**Item 5.07: Submission of Matters to a Vote of Security Holders.**

The 2022 annual meeting of stockholders of the Company was held on October 20, 2022. Results of the voting at the annual meeting of stockholders are set forth below.

*Election of Directors.* The stockholders elected the following three directors to hold office for a three-year term expiring at the 2025 annual meeting of stockholders or until their successors are duly elected and qualified. The voting results were as follows:

<u>Director</u>	<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstain</u>	<u>Broker Non-Votes</u>
Anthony Cherbak	26,176,952	784,952	5,792	3,640,720
Neil Dimick	25,424,697	1,538,187	4,812	3,640,720
Kate Duchene	26,383,354	578,757	5,585	3,640,720

*Appointment of RSM US LLP as Independent Registered Public Accounting Firm.* The stockholders ratified the appointment of RSM US LLP as the Company's independent registered public accounting firm for the 2023 fiscal year. The voting results were as follows:

<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstain</u>	<u>Broker Non-Votes</u>
30,495,140	82,193	31,083	—

*Vote on the Amendment and Restatement of the Resources Connection, Inc. 2019 Employee Stock Purchase Plan.* The stockholders voted to approve the Amendment and Restatement of the Resources Connection, Inc. 2019 Employee Stock Purchase Plan. The voting results were as follows:

<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstain</u>	<u>Broker Non-Votes</u>
26,755,799	192,150	19,747	3,640,720

*Advisory Vote on Named Executive Officer Compensation.* The stockholders voted to approve, on an advisory basis, the named executive officer compensation described in the proxy statement for the annual meeting of stockholders. The voting results were as follows:

<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstain</u>	<u>Broker Non-Votes</u>
26,482,031	418,264	67,401	3,640,720

**Item 8.01: Other Events.**

On October 20, 2022, the Board approved a dividend of \$0.14 per share on the Company's common stock. The dividend is payable December 15, 2022, to shareholders of record at the close of business on November 17, 2022. The Company's board of directors will assess and approve future dividends quarterly. The full text of the Company's press release, issued on October 21, 2022, announcing the quarterly dividend payment is included as Exhibit 99.1 to this report.

---

**Item 9.01: Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Resources Connection, Inc. 2019 Employee Stock Purchase Plan (As amended and restated on August 18, 2022).</a>
<a href="#">10.2</a>	<a href="#">Employment Agreement dated October 21, 2022 between Jennifer Y. Ryu, Resources Connection, Inc. and Resources Connection LLC</a>
<a href="#">99.1</a>	<a href="#">Press Release entitled "RGP Announces Quarterly Dividend and Dividend Payment Date," issued October 21, 2022.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURES**

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

Date: October 21, 2022

**RESOURCES CONNECTION, INC.**

By: /s/ Kate W. Duchene  
Kate W. Duchene  
President and Chief Executive Officer

**RESOURCES CONNECTION, INC.**  
**2019 EMPLOYEE STOCK PURCHASE PLAN**  
**(As amended and restated on August 18, 2022)**

The following constitute the provisions of the Resources Connection, Inc. 2019 Employee Stock Purchase Plan, as amended and restated (the “Plan”).

**1. PURPOSE**

The purpose of this Plan is to assist Eligible Employees in acquiring a stock ownership interest in the Corporation, at a favorable price and upon favorable terms, pursuant to a plan which is intended to qualify as an “employee stock purchase plan” under Section 423 of the Code. This Plan is also intended to encourage Eligible Employees to remain in the employ of the Corporation (or a Subsidiary which may be designated by the Committee as “Participating Subsidiary”) and to provide them with an additional incentive to advance the best interests of the Corporation.

**2. DEFINITIONS**

Capitalized terms used herein which are not otherwise defined shall have the following meanings.

“**Account**” means the bookkeeping account maintained by the Corporation, or by a recordkeeper on behalf of the Corporation, for a Participant pursuant to Section 7(a).

“**Board**” means the Board of Directors of the Corporation.

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended from time to time.

“**Commission**” means the U.S. Securities and Exchange Commission.

“**Committee**” means the committee appointed by the Board to administer this Plan pursuant to Section 12.

“**Common Stock**” means the Common Stock, par value \$0.01 per share, of the Corporation, and such other securities or property as may become the subject of Options pursuant to an adjustment made under Section 17.

“**Compensation**” means an Eligible Employee’s regular gross pay. Compensation includes any amounts contributed as salary reduction contributions to a plan qualifying under Section 401(k), 125 or 129 of the Code or to a substantially similar plan established by a Subsidiary outside the United States. Any other form of remuneration is excluded from Compensation, including (but not limited to) the following: severance pay, overtime payments, commissions, prizes, awards, relocation or housing allowances, income from share-based awards, auto allowances, tuition reimbursement, perquisites, non-cash compensation and other forms of imputed income, bonuses, incentive compensation, special payments, fees and allowances. Notwithstanding the foregoing, Compensation shall not include any amounts deferred under or paid from any nonqualified deferred compensation plan maintained by the Corporation or any Subsidiary. The Committee shall have the discretion to determine the application of this definition to Participants in any Non-US Sub Plan.

“**Contributions**” means all bookkeeping amounts credited to the Account of a Participant pursuant to Section 7(a).

“**Corporation**” means Resources Connection, Inc., a Delaware corporation, and its successors.

“**Effective Date**” means June 29, 2019, the date this Plan was adopted by the Board.

“**Eligible Employee**” means any employee of the Corporation, or of any Subsidiary which has been designated in writing by the Committee as a “Participating Subsidiary” (including any Subsidiaries which have become such after the date that this Plan is approved by the stockholders of the Corporation). Notwithstanding the foregoing, “Eligible Employee” shall not include any employee who has not been employed continuously by the Corporation or a Subsidiary for at least the 90 days immediately preceding and including the first day of the applicable Offering Period.

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended from time to time.

“**Exercise Date**” means, with respect to an Offering Period, the last day of that Offering Period.

“**Fair Market Value**” on any date means:

- (a) if the Common Stock is listed or admitted to trade on a national securities exchange, the closing price of a Share on such date on the principal national securities exchange on which such stock is so listed or admitted to trade, on such date, or, if there is no trading of the Common Stock on such date, then the closing price of a Share on such exchange on the next preceding date on which there was trading in the Shares; or
- (b) in the absence of exchange data required to determine Fair Market Value pursuant to the foregoing, the value as established by the Committee as of the relevant time for purposes of this Plan.

“**Grant Date**” means the first day of each Offering Period, as determined by the Committee and announced to potential Eligible Employees.

**“Offering Period”** means the six-consecutive month period commencing on each Grant Date; provided, however, that the Committee may declare, as it deems appropriate and in advance of the applicable Offering Period, a shorter (not to be less than three months) Offering Period or a longer (not to exceed 27 months) Offering Period; provided further that the Grant Date for an Offering Period may not occur on or before the Exercise Date for the immediately preceding Offering Period.

**“Option”** means the stock option to acquire Shares granted to a Participant pursuant to Section 8.

**“Option Price”** means the per share exercise price of an Option as determined in accordance with Section 8(b).

**“Parent”** means any corporation (other than the Corporation) in an unbroken chain of corporations ending with the Corporation in which each corporation (other than the Corporation) owns stock possessing 50% or more of the total combined voting power of all classes of stock in one or more of the other corporations in the chain.

**“Participant”** means an Eligible Employee who has elected to participate in this Plan and who has filed a valid and effective Subscription Agreement to make Contributions pursuant to Section 6.

**“Plan”** means this Resources Connection, Inc. 2019 Employee Stock Purchase Plan, as amended from time to time.

**“Rule 16b-3”** means Rule 16b-3 as promulgated by the Commission under Section 16, as amended from time to time.

**“Share”** means a share of Common Stock.

**“Subscription Agreement”** means the written enrollment agreement or applicable electronic form of enrollment agreement filed by an Eligible Employee with the Corporation (or its designee) pursuant to Section 6 to participate in this Plan.

**“Subsidiary”** means any corporation (other than the Corporation) in an unbroken chain of corporations (beginning with the Corporation) in which each corporation (other than the last corporation) owns stock possessing 50% or more of the total combined voting power of all classes of stock in one or more of the other corporations in the chain.

**“Tax-Related Items”** means any U.S. and non-U.S. federal, provincial, state and/or local taxes (including, without limitation, income tax, social insurance contributions, fringe benefit tax, employment tax, stamp tax and any employer tax liability which has been transferred to a Participant) for which a Participant is liable in connection with his or her participation in the Plan.

### 3. ELIGIBILITY

Any person employed as an Eligible Employee as of a Grant Date shall be eligible to participate in this Plan during the Offering Period in which such Grant Date occurs, subject to the Eligible Employee satisfying the requirements of Section 6.

### 4. STOCK SUBJECT TO THIS PLAN; SHARE LIMITATIONS

- (a) **Aggregate Share Limit.** Subject to the provisions of Section 17, the capital stock that may be delivered under this Plan will be shares of the Corporation's authorized but unissued Common Stock and any of its shares of Common Stock held as treasury shares. The maximum number of Shares that may be delivered pursuant to Options granted under this Plan is 3,325,000 Shares, subject to adjustments pursuant to Section 17.

In the event that all of the Shares made available under this Plan are subscribed prior to the expiration of this Plan, this Plan shall terminate at the end of that Offering Period and the Shares available shall be allocated for purchase by Participants in that Offering Period on a pro-rata basis determined with respect to Participants' Account balances.

- (b) **Individual Share Limit.** The maximum number of Shares that any one individual may acquire upon exercise of his or her Option with respect to any one Offering Period is 3,000, subject to adjustments pursuant to Section 17 (the "**Individual Limit**"); provided, however, that the Committee may amend such Individual Limit, effective no earlier than the first Offering Period commencing after the adoption of such amendment, without stockholder approval. The Individual Limit shall be proportionately adjusted for any Offering Period of less than six months, and may, at the discretion of the Committee, be proportionately increased for any Offering Period of greater than six months.
- (c) **Shares Not Actually Delivered.** Shares that are subject to or underlie Options, which for any reason are cancelled or terminated, are forfeited, fail to vest, or for any other reason are not paid or delivered under this Plan shall again, except to the extent prohibited by law, be available for subsequent Options under this Plan.

### 5. OFFERING PERIODS

During the term of this Plan, the Corporation will offer Options to purchase Shares in each Offering Period to all Participants in that Offering Period. Unless otherwise specified by the Committee in advance of the Offering Period, an Offering Period that commences on or about July 16 will end the following January 15 and an Offering Period that commences on or about January 16 will end the following July 15. Each Option shall become effective on the Grant Date of that Offering Period. The term of each Option shall be the duration of the related Offering Period and shall end on the Exercise Date of that Offering Period. The first Offering Period shall commence on a date specified by the Committee which shall be no earlier than the Effective Date. Offering Periods shall continue until this Plan is terminated in accordance with Section 18 or 19, or, if earlier, until no Shares remain available for Options pursuant to Section 4.



## 6. PARTICIPATION

- (a) **Enrollment.** An Eligible Employee may become a participant in this Plan by completing a Subscription Agreement on a form approved by and in a manner prescribed by the Committee (or its delegate). To become effective, a Subscription Agreement must be signed (which may include electronic signature or electronic acceptance in accordance with the enrollment procedures prescribed under this Plan) by the Eligible Person and filed with the Corporation (or its designee) in the manner and at the time specified by the Committee, but in all cases prior to the start of the Offering Period with respect to which it is to become effective, and must set forth a whole percentage (or, if the Committee so provides, a stated amount) of the Eligible Employee's Compensation to be credited to the Participant's Account as Contributions each pay period.
- (b) **Contribution Limits.** Notwithstanding the foregoing, a Participant's Contribution election shall be subject to the following limitations:
- (i) the \$25,000 annual limitation set forth in Section 8(c);
  - (ii) a Participant may not elect to contribute more than fifteen percent (15%) of his or her Compensation each pay period as Plan Contributions; and
  - (iii) such other limits, rules, or procedures as the Committee may prescribe.
- (c) **Content and Duration of Subscription Agreements.** Subscription Agreements shall contain the Eligible Employee's authorization and consent to the Corporation's or a Subsidiary's (as applicable) withholding from his or her Compensation the amount of his or her Contributions. An Eligible Employee's Subscription Agreement, and his or her participation election and withholding consent thereon, shall remain valid for all Offering Periods until (i) the Eligible Employee's participation terminates pursuant to the terms hereof, (ii) the Eligible Employee files a new Subscription Agreement that becomes effective, or (iii) the Committee requires that a new Subscription Agreement be executed and filed with the Corporation.

## 7. METHOD OF PAYMENT OF CONTRIBUTIONS

- (a) **Participation Account.** The Corporation shall maintain on its books, or cause to be maintained by a recordkeeper, an Account in the name of each Participant. The percentage of Compensation elected to be applied as Contributions by a Participant shall be deducted from such Participant's Compensation on each payday during the period for payroll deductions set forth below and such payroll deductions shall be credited to that Participant's Account as soon as administratively practicable after such date. A Participant may not make any additional payments to his or her Account. A Participant's Account shall be reduced by any amounts used to pay the Option Price of Shares acquired, or by any other amounts distributed pursuant to the terms hereof. If so specifically provided by the Committee in advance of an Offering Period (including, without limitation, if payroll deductions are not permissible or problematic under applicable law), in addition to or instead of making Contributions by payroll deductions, a Participant in a Non-US Sub Plan, if permitted by the Committee and only on terms to be determined by the Committee, may make Contributions through the payment by cash, check or wire transfer prior to the applicable Exercise Date.

- (b) **Commencement of Payroll Deductions.** Payroll deductions with respect to an Offering Period shall commence as of the first day of the payroll period which coincides with or immediately follows the applicable Grant Date and shall end on the last day of the payroll period which coincides with or immediately precedes the applicable Exercise Date, unless sooner terminated by the Participant as provided in this Section 7 or until his or her Plan participation terminates pursuant to Section 11.
- (c) **Withdrawal During an Offering Period.** A Participant may terminate his or her Contributions during an Offering Period (and receive a distribution of the balance of his or her Account in accordance with Section 11) by completing and filing with the Corporation (or its designee), in such form and on such terms as the Committee (or its delegate) may prescribe, a written withdrawal form or applicable electronic withdrawal form which shall be completed by the Participant. Such termination shall be effective as soon as administratively practicable after its receipt by the Corporation. A withdrawal election pursuant to this Section 7(c) with respect to an Offering Period shall only be effective, however, if it is received by the Corporation prior to the Exercise Date of that Offering Period. Partial withdrawals of Accounts, and other modifications or suspensions of Subscription Agreements, except as provided in Section 7(d) or 7(e), are not permitted.
- (d) **Change in Contribution Elections for the Following Offering Period.** A Participant may discontinue, increase, or decrease the level of his or her Contributions (within Plan limits) by completing and filing with the Corporation (or its designee), on such terms as the Committee (or its delegate) may prescribe, a new Subscription Agreement which indicates such election. Subject to any additional timing requirements that the Committee may impose, an election pursuant to this Section 7(d) shall be effective with the first Offering Period that commences after the Corporation's receipt of such election.
- (e) **Discontinuing Contributions During an Offering Period.** A Participant may discontinue (but not increase or otherwise decrease) the level of his or her Contributions, by filing with the Corporation (or its designee), on such terms as the Committee (or its delegate) may prescribe, a new Subscription Agreement which indicates such election. An election pursuant to this Section 7(e) shall be effective no earlier than the first payroll period that starts after the Corporation's receipt of such election.

## 8. GRANT OF OPTION

- (a) **Grant Date; Number of Shares.** On each Grant Date, each Eligible Employee who is a Participant during that Offering Period shall be granted an Option to purchase a number of Shares. The Option shall be exercised on the Exercise Date. The number of Shares subject to the Option shall be determined by dividing the Participant's Account balance as of the applicable Exercise Date by the Option Price.
- (b) **Option Price.** The Option Price per Share of the Shares subject to an Option for an Offering Period shall be the lesser of: (i) 85% of the Fair Market Value of a Share on the Grant Date of that Offering Period or (ii) 85% of the Fair Market Value of a Share on the Exercise Date of that Offering Period; provided, however, that the Committee may provide prior to the start of any Offering Period that the Option Price for that Offering Period shall be determined by applying a discount amount (not to exceed 15%) to either (1) the Fair Market Value of a Share on that Grant Date of that Offering Period, or (2) the Fair Market Value of a Share on the Exercise Date of that Offering Period, or (3) the lesser of the Fair Market Value of a Share on the Grant Date of that Offering Period or the Fair Market Value of a Share on the Exercise Date of that Offering Period. Notwithstanding anything to the contrary in the preceding provisions of this Section 8(b), in no event shall the Option Price per share be less than the par value of a Share.
- (c) **Limit on Share Purchases.** Notwithstanding anything else contained herein, a person who is otherwise an Eligible Employee shall not be granted any Option (or any Option granted shall be subject to compliance with the following limitations) or other right to purchase Shares under this Plan to the extent:
- (i) it would, if exercised, cause the person to own "stock" (within the meaning of Section 423(b)(3) of the Code) possessing 5% or more of the total combined voting power or value of all classes of stock of the Corporation, or of any Parent, or of any Subsidiary; or
  - (ii) such Option causes such individual to have rights to purchase stock under this Plan and any other plan of the Corporation, any Parent, or any Subsidiary which is qualified under Section 423 of the Code which accrue at a rate which exceeds \$25,000 of the fair market value of the stock of the Corporation, of any Parent, or of any Subsidiary (determined at the time the right to purchase such Stock is granted, before giving effect to any discounted purchase price under any such plan) for each calendar year in which such right is outstanding at any time.

For purposes of the foregoing, a right to purchase stock accrues when it first becomes exercisable during the calendar year. In determining whether the stock ownership of an Eligible Employee equals or exceeds the 5% limit set forth above, the rules of Section 424(d) of the Code (relating to attribution of stock ownership) shall apply, and stock which the Eligible Employee may purchase under outstanding options shall be treated as stock owned by the Eligible Employee.

**9. EXERCISE OF OPTION**

Unless a Participant withdraws from an Offering Period pursuant to Section 7(c) or the Participant's Plan participation is terminated as provided in Section 11, his or her Option for the purchase of Shares shall be exercised automatically on the Exercise Date for that Offering Period, without any further action on the Participant's part, and the maximum number of whole Shares subject to such Option (subject to the Individual Limit set forth in Section 4(b) and the limitations contained in Section 8(c)) shall be purchased at the Option Price with the balance of such Participant's Account.

If any amount which is not sufficient to purchase a whole Share remains in a Participant's Account after the exercise of his or her Option on the Exercise Date, such amount shall be refunded to such Participant as soon as administratively practicable after such date; provided that the Committee may provide in advance of an Offering Period for any such amount with respect to that Offering Period to be credited to the Participant's Account for the next Offering Period, if he or she is a Participant in such next Offering Period.

If the Share limit of Section 4(a) is reached, any amount that remains in a Participant's Account after the exercise of his or her Option on the Exercise Date to purchase the number of Shares that he or she is allocated shall be refunded to the Participant as soon as administratively practicable after such date.

If any amount which exceeds the Individual Limit set forth in Section 4(b) or one of the limitations set forth in Section 8(c) remains in a Participant's Account after the exercise of his or her Option on the Exercise Date, such amount shall be refunded to the Participant as soon as administratively practicable after such date.

**10. DELIVERY**

As soon as administratively practicable after the Exercise Date, the Corporation shall, in its discretion, either deliver to each Participant a certificate representing the Shares purchased upon exercise of his or her Option, provide for the crediting of such Shares in book entry form in the name of the Participant, or provide for an alternative arrangement for the delivery of such Shares to a broker or recordkeeping service for the benefit of the Participant. In the event the Corporation is required to obtain from any commission or agency authority to issue any such certificate or otherwise deliver such Shares, the Corporation will seek to obtain such authority. If the Corporation is unable to obtain from any such commission or agency authority which counsel for the Corporation deems necessary for the lawful issuance of any such certificate or other delivery of such Shares, or if for any other reason the Corporation cannot issue or deliver Shares and satisfy Section 21, the Corporation shall be relieved from liability to any Participant except that the Corporation shall return to each Participant to whom such Shares cannot be issued or delivered the amount of the balance credited to his or her Account that would have otherwise been used for the purchase of such Shares.

## 11. TERMINATION OF EMPLOYMENT; CHANGE IN ELIGIBLE STATUS

- (a) **General.** Except as provided in the next paragraphs, if a Participant ceases to be an Eligible Employee for any reason, or if the Participant elects to terminate Contributions pursuant to Section 7(c), at any time prior to the last day of an Offering Period in which he or she participates, such Participant's Account shall be paid to him or her in cash (or, in the event of the Participant's death, to the person or persons entitled thereto under Section 13 in cash), and such Participant's Option and participation in the Plan shall be automatically terminated.

If a Participant ceases to be an Eligible Employee during an Offering Period but remains an employee of the Corporation or a Participating Subsidiary through the Exercise Date, the Participant's Contributions shall cease as of the date that the Participant is no longer an Eligible Employee and the Contributions previously credited to the Participant's Account for that Offering Period shall be used to exercise the Participant's Option as of the applicable Exercise Date in accordance with Section 9 (unless the Participant makes a timely election to terminate Contributions in accordance with Section 7(c), in which case such Participant's Account shall be paid to him or her in cash in accordance with the foregoing paragraph).

For purposes of this Section 11(a), a Participant's employment relationship is treated as continuing intact while the individual is on military leave, sick leave, or other bona fide leave of absence with the Corporation (or applicable Participating Subsidiary, as the case may be) if the period of such leave does not exceed three months, or if longer, so long as the individual's right to reemployment with the Corporation (or applicable Participating Subsidiary, as the case may be) is provided either by statute or by contract. In such circumstances, if the period of leave exceeds three months and the individual's right to reemployment with the Corporation (or applicable Participating Subsidiary, as the case may be) is not provided either by statute or by contract, the employment relationship is deemed to terminate on the first day immediately following such three-month period. In addition, if a Participant commences an unpaid leave of absence, the Participant's Contributions shall cease as to the period of such unpaid leave of absence for which the Participant has no eligible Compensation.

- (b) **Re-Enrollment.** A Participant's termination from Plan participation precludes the Participant from again participating in this Plan during that Offering Period. However, such termination shall not have any effect upon his or her ability to participate in any succeeding Offering Period, provided that the applicable eligibility and participation requirements are again then met. A Participant's termination from Plan participation shall be deemed to be a revocation of that Participant's Subscription Agreement and such Participant must file a new Subscription Agreement to resume Plan participation in any succeeding Offering Period.

- (c) **Change in Subsidiary Status.** For purposes of this Plan, if a Participating Subsidiary ceases to be a Subsidiary, each person employed by that Subsidiary will be deemed to have terminated employment for purposes of this Plan and will no longer be an Eligible Employee, unless the person continues as an Eligible Employee in respect of the Corporation or another Participating Subsidiary.

12. **ADMINISTRATION**

- (a) **The Committee.** The Board shall appoint the Committee, which shall be composed of not less than two members of the Board. The Board may, at any time, increase or decrease the number of members of the Committee, may remove from membership on the Committee all or any portion of its members, and may appoint such person or persons as it desires to fill any vacancy existing on the Committee, whether caused by removal, resignation, or otherwise. The Board may also, at any time, assume or change the administration of this Plan.
- (b) **Powers and Duties of the Committee.** The Committee shall administer this Plan and shall have full power and discretion to adopt, amend and rescind any rules it considers desirable and appropriate for the administration of this Plan and not inconsistent with the terms of this Plan (including, without limitation, rules and deadlines for making elections under the Plan, which deadlines may be more restrictive than the deadlines otherwise set forth in this Plan), to further define the terms used in this Plan, and to make all other determinations necessary or advisable for the administration of this Plan or the effectuation of its purposes. The Committee shall act by majority vote or by unanimous written consent. No member of the Committee shall be entitled to act on or decide any matter relating solely to himself or herself or solely to any of his or her rights or benefits under this Plan. The Committee shall have full power and discretionary authority to construe and interpret the terms and conditions of this Plan and any agreements defining the rights and obligations of the Corporation, any Subsidiary, and any Participant or other person under this Plan, which construction or interpretation shall be final and binding on all parties including the Corporation, Subsidiaries, Participants and beneficiaries. Without limiting the generality of the foregoing, the Committee is specifically authorized to adopt rules and procedures regarding eligibility to participate, the definition of Compensation, handling of Contributions, making of Contributions to the Plan (including, without limitation, in forms other than payroll deductions), establishment of bank or trust accounts to hold Contributions, payment of interest, conversion of local currency, obligations to pay payroll tax, withholding procedures and handling of stock certificates that vary with applicable local requirements as to any Non-US Sub Plan. Notwithstanding anything else contained in this Plan to the contrary, the Committee may designate separate offerings under the Plan (the terms of which need not be identical) as to any Non-US Sub Plan in which Eligible Employees of one or more Participating Subsidiaries will be eligible to participate, even if the dates of the applicable Offering Periods of each such offering are identical and the provisions of the Plan will separately apply to each offering. Further, notwithstanding anything else contained in this Plan to the contrary, the Committee may also adopt rules, procedures or sub-plans applicable to particular Subsidiaries or locations, which sub-plans (each, a “**Non-US Sub Plan**”) may be designed to be outside the scope of Section 423 of the Code and need not comply with the otherwise applicable provisions of this Plan. The Committee may delegate ministerial non-discretionary functions to third parties, including individuals who are officers or employees of the Corporation or Participating Subsidiaries.

- (c) **Decisions of the Committee are Binding; Reliance on Experts.** Subject only to compliance with the express provisions hereof, the Board and Committee may act in their absolute discretion in matters within their authority related to this Plan. Any action taken by, or inaction of, the Corporation, any Participating Subsidiary, the Board or the Committee relating or pursuant to this Plan and within its authority hereunder or under applicable law shall be within the absolute discretion of that entity or body and shall be conclusive and binding upon all persons. In making any determination or in taking or not taking any action under this Plan, the Board or Committee, as the case may be, may obtain and may rely on the advice of experts, including professional advisors to the Corporation. No member of the Board or Committee, or officer or agent of the Corporation, will be liable for any action, omission or decision under the Plan taken, made or omitted in good faith.
- (d) **Indemnification.** Neither the Board nor any Committee, nor any member thereof or person acting at the direction thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with this Plan, and all such persons shall be entitled to indemnification and reimbursement by the Corporation in respect of any claim, loss, damage or expense (including, without limitation, attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under any directors and officers liability insurance coverage that may be in effect from time to time.

13. **DEATH BENEFITS**

In the event of the death of a Participant, the Corporation shall deliver such Shares and/or cash payable pursuant to the terms hereof to the executor or administrator of the estate of the Participant or to the Participant's legal heirs, as determined by the Committee.

14. **TRANSFERABILITY**

Neither Contributions credited to a Participant's Account nor any Options or rights with respect to the exercise of Options or right to receive Shares under this Plan may be anticipated, alienated, encumbered, assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution, or as provided in Section 13) by the Participant. Any such attempt at anticipation, alienation, encumbrance, assignment, transfer, pledge or other disposition shall be without effect and all amounts shall be paid and all Shares shall be delivered in accordance with the provisions of this Plan. Amounts payable or Shares deliverable pursuant to this Plan shall be paid or delivered only to (or credit in the name of, as the case may be) the Participant or, in the event of the Participant's death, to the Participant's beneficiary pursuant to Section 13.

The Corporation may require a Participant to hold any Shares the Participant acquires under this Plan in a brokerage account identified by the Corporation until the date the Shares are transferred, sold or otherwise disposed of in any way by the Participant, or such earlier time as the Corporation may determine.

**15. USE OF FUNDS; INTEREST**

All Contributions received or held by the Corporation under this Plan will be included in the general assets of the Corporation and may be used for any corporate purpose. Notwithstanding anything else contained herein to the contrary, no interest will be paid to any Participant or credited to his or her Account under this Plan (in respect of Account balances, refunds of Account balances, or otherwise).

**16. REPORTS**

Statements shall be provided or made available (in writing or electronically) to Participants as soon as administratively practicable following each Exercise Date. Each Participant's statement shall set forth, as of such Exercise Date, that Participant's Account balance immediately prior to the exercise of his or her Option, the Option Price, the number of whole Shares purchased and his or her remaining Account balance, if any.

**17. ADJUSTMENTS OF AND CHANGES IN THE STOCK**

Upon or in contemplation of any reclassification, recapitalization, stock split (including a stock split in the form of a stock dividend), or reverse stock split; any merger, combination, consolidation, or other reorganization; split-up, spin-off, or any similar extraordinary dividend distribution in respect of the Common Stock (whether in the form of securities or property); any exchange of Common Stock or other securities of the Corporation, or any similar, unusual or extraordinary corporate transaction in respect of the Common Stock; or a sale of substantially all the assets of the Corporation as an entirety occurs; then the Committee shall, in such manner, to such extent (if any) and at such time as it deems appropriate and equitable in the circumstances:

- (a) proportionately adjust any or all of (i) the number and type of Shares or the number and type of other securities that thereafter may be made the subject of Options (including the specific maxima and numbers of Shares set forth elsewhere in this Plan), (ii) the number, amount and type of Shares (or other securities or property) subject to any or all outstanding Options, (iii) the Option Price of any or all outstanding Options, or (iv) the securities, cash or other property deliverable upon exercise of any outstanding Options, in each case to the extent necessary to preserve (but not increase) the level of incentives intended by this Plan and the then-outstanding Options; or



- (b) make provision for a cash payment in settlement of, or for the substitution or exchange of, any or all outstanding Options or the cash, securities or property deliverable to the holder of any or all outstanding Options based upon the distribution or consideration payable to holders of the Common Stock upon or in respect of such event.

The Committee may adopt such valuation methodologies for outstanding Options as it deems reasonable in the event of a cash or property settlement and, without limitation on other methodologies, may base such settlement solely upon the excess (if any) of the amount payable upon or in respect of such event over the Option Price of the Option.

In any of such events, the Committee may take such action sufficiently prior to such event to the extent that the Committee deems the action necessary to permit the Participant to realize the benefits intended to be conveyed with respect to the underlying shares in the same manner as is or will be available to stockholders generally.

Without limiting the generality of Section 12, any good faith determination by the Committee as to whether an adjustment is required in the circumstances pursuant to this Section 17, and the extent and nature of any such adjustment, shall be conclusive and binding on all persons.

**18. POSSIBLE EARLY TERMINATION OF PLAN AND OPTIONS**

Upon a dissolution or liquidation of the Corporation, or any other event described in Section 17 that the Corporation does not survive, or does not survive as a publicly-traded company in respect of its Shares, the Plan and, if prior to the last day of an Offering Period, any outstanding Option granted with respect to that Offering Period shall terminate, subject to any provision that has been expressly made by the Board for the survival, substitution, assumption, exchange or other settlement of the Plan and Options. In the event a Participant's Option is terminated pursuant to this Section 18 without a provision having been made by the Board for a substitution, exchange or other settlement of the Option, such Participant's Account shall be paid to him or her in cash without interest.

**19. TERM OF PLAN; AMENDMENT OR TERMINATION**

- (a) ***Effective Date; Termination.*** This Plan shall become effective as of the Effective Date. No new Offering Periods shall commence on or after July 16, 2029 and this Plan shall terminate as of the Exercise Date on or immediately following such date unless sooner terminated pursuant to Section 4, Section 18, or this Section 19.

- (b) **Board Amendment Authority.** The Board may, at any time, terminate or, from time to time, amend, modify or suspend this Plan, in whole or in part, without notice. Stockholder approval for any amendment or modification shall not be required, except to the extent required by law or applicable stock exchange rules, or required under Section 423 of the Code in order to preserve the intended tax consequences of this Plan. No Options may be granted during any suspension of this Plan or after the termination of this Plan, but the Committee will retain jurisdiction as to Options then outstanding in accordance with the terms of this Plan. No amendment, modification, or termination pursuant to this Section 19(b) shall, without written consent of the Participant, affect in any manner materially adverse to the Participant any rights or benefits of such Participant or obligations of the Corporation under any Option granted under this Plan prior to the effective date of such change. Changes contemplated by Section 17 or Section 18 shall not be deemed to constitute changes or amendments requiring Participant consent. Notwithstanding the foregoing, the Committee shall have the right to designate from time to time the Subsidiaries whose employees may be eligible to participate in this Plan (including, without limitation, any Subsidiary that may become such after the Effective Date) and to change the service and other qualification requirements set forth under the definition of Eligible Employee in Section 2 (subject to the requirements of Section 423(b) of the Code and applicable rules and regulations thereunder). Any such change shall not take effect earlier than the first Offering Period that starts on or after the effective date of such change. Any such change shall not constitute an amendment to this Plan requiring stockholder approval.

## 20. **NOTICES**

All notices or other communications by a Participant to the Corporation contemplated by this Plan shall be deemed to have been duly given when received in the form and manner specified by the Committee (or its delegate) at the location, or by the person, designated by the Committee (or its delegate) for that purpose.

## 21. **CONDITIONS UPON ISSUANCE OF SHARES**

This Plan, the granting of Options under this Plan and the offer, issuance and delivery of Shares are subject to compliance with all applicable federal and state laws, rules and regulations (including but not limited to state and federal securities laws) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Corporation, be necessary or advisable in connection therewith. The person acquiring any securities under this Plan will, if requested by the Corporation and as a condition precedent to the exercise of his or her Option, provide such assurances and representations to the Corporation as the Committee may deem necessary or desirable to assure compliance with all applicable legal and accounting requirements.

## 22. **PLAN CONSTRUCTION**

- (a) **Section 16.** It is the intent of the Corporation that transactions involving Options under this Plan (other than “**Discretionary Transactions**” as that term is defined in Rule 16b-3(b)(1) promulgated by the Commission under Section 16 of the Exchange Act, to the extent there are any Discretionary Transactions under this Plan), in the case of Participants who are or may be subject to the prohibitions of Section 16 of the Exchange Act, satisfy the requirements for exemption under Rule 16b-3(c) promulgated by the Commission under Section 16 of the Exchange Act to the maximum extent possible. Notwithstanding the foregoing, the Corporation shall have no liability to any Participant for Section 16 consequences of Options or other events with respect to this Plan.

- (b) **Section 423.** Except as the Committee may expressly provide in the case of one or more sub-plans adopted pursuant to Section 12(b), this Plan and Options are intended to qualify under Section 423 of the Code.
- (c) **Interpretation.** If any provision of this Plan or of any Option would otherwise frustrate or conflict with the intents expressed above, that provision to the extent possible shall be interpreted so as to avoid such conflict. If the conflict remains irreconcilable, the Committee may disregard the provision if it concludes that to do so furthers the interest of the Corporation and is consistent with the purposes of this Plan as to such persons in the circumstances.

## 23. EMPLOYEES' RIGHTS

- (a) **No Employments Rights.** Nothing in this Plan (or in any Subscription Agreement or other documents related to this Plan) will confer upon any Eligible Employee or Participant any right to continue in the employ or other service of the Corporation or any Subsidiary, constitute any contract or agreement of employment or other service or effect an employee's status as an employee at will, nor shall interfere in any way with the right of the Corporation or any Subsidiary to change such person's compensation or other benefits or to terminate his or her employment or other service with or without cause. Nothing contained in this Section 23(a), however, is intended to adversely affect any express independent right of any such person under a separate employment or service contract other than a Subscription Agreement.
- (b) **No Rights to Assets of the Corporation.** No Participant or other person will have any right, title or interest in any fund or in any specific asset (including Shares) of the Corporation or any Subsidiary by reason of any Option hereunder. Neither the provisions of this Plan (or of any Subscription Agreement or other document related to this Plan), nor the creation or adoption of this Plan, nor any action taken pursuant to the provisions of this Plan will create, or be construed to create, a trust of any kind or a fiduciary relationship between the Corporation or any Subsidiary, on the one hand, and any Participant or other person, on the other hand. To the extent that a Participant or other person acquires a right to receive payment pursuant to this Plan, such right will be no greater than the right of any unsecured general creditor of the Corporation. No special or separate reserve, fund or deposit will be made to assure any such payment.
- (c) **No Stockholder Rights.** A Participant will not be entitled to any privilege of stock ownership as to any Shares not actually delivered to and held of record by the Participant. Except as expressly required by Section 17, no adjustment will be made for dividends or other rights as a stockholder for which a record date is prior to such date of delivery.

24. MISCELLANEOUS

- (a) **Governing Law; Severability.** This Plan, the Options, Subscription Agreements, and other documents related to this Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware. If any provision shall be held by a court of competent jurisdiction to be invalid and unenforceable, the remaining provisions of this Plan shall continue in effect.
- (b) **Captions and Headings.** Captions and headings are given to the sections of this Plan solely as a convenience to facilitate reference. Such captions and headings shall not be deemed in any way material or relevant to the construction of interpretation of this Plan or any provision hereof.
- (c) **No Effect on Other Plans or Corporate Authority.** The adoption of this Plan shall not affect any other Corporation or Subsidiary compensation or incentive plans in effect. Nothing in this Plan will limit or be deemed to limit the authority of the Board or Committee (i) to establish any other forms of incentives or compensation for employees of the Corporation or any Subsidiary (with or without reference to the Common Stock), or (ii) to grant or assume options (outside the scope of and in addition to those contemplated by this Plan) in connection with any proper corporate purpose; to the extent consistent with any other plan or authority.
- (d) **No Effect on Other Compensation.** Benefits received by a Participant under an Option granted pursuant to this Plan shall not be deemed a part of the Participant's compensation for purposes of the determination of benefits under any other employee welfare or benefit plans or arrangements, if any, provided by the Corporation or any Subsidiary, except where the Committee or the Board (or the Board of Directors of the Subsidiary that sponsors such plan or arrangement, as applicable) expressly otherwise provides in writing.
- (e) **Section 409A.** The Plan is intended to be exempt from the application of Section 409A of the Code, and, to the extent not exempt, is intended to comply with Section 409A of the Code and any ambiguities herein will be interpreted to so be exempt from, or comply with, Section 409A of the Code. In furtherance of the foregoing and notwithstanding any provision in the Plan to the contrary, if the Committee determines that an Option granted under the Plan may be subject to Section 409A of the Code or that any provision in the Plan would cause an Option under the Plan to be subject to Section 409A of the Code, the Committee may amend the terms of the Plan and/or of an outstanding Option granted under the Plan, or take such other action the Committee determines is necessary or appropriate, in each case, without the Participant's consent, to exempt any outstanding Option or future Option that may be granted under the Plan from or to allow any such Option to comply with Section 409A of the Code. Notwithstanding the foregoing, the Corporation and any of its Parent or Subsidiaries shall have no obligation to reimburse, indemnify, or hold harmless a Participant or any other party if the Option under the Plan that is intended to be exempt from or compliant with Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee with respect thereto. The Corporation makes no representation that the Option under the Plan is compliant with Section 409A of the Code.

25. **EFFECTIVE DATE**

Notwithstanding anything else contained herein to the contrary, the effectiveness of this Plan is subject to the approval of this Plan by the stockholders of the Corporation within twelve months after the Effective Date. Notwithstanding anything else contained herein to the contrary, no Shares shall be issued or delivered under this Plan until such stockholder approval is obtained and, if such stockholder approval is not obtained within such twelve-month period of time, all Contributions credited to a Participant's Account hereunder shall be refunded to such Participant (without interest) as soon as practicable after the end of such twelve-month period.

26. **TAX WITHHOLDING**

Notwithstanding anything else contained in this Plan herein to the contrary, the Corporation may deduct from a Participant's Account balance as of an Exercise Date, before the exercise of the Participant's Option is given effect on such date, the amount of any Tax-Related Items which the Corporation reasonably determines it or any Subsidiary may be required to withhold with respect to such exercise. In such event, the maximum number of whole Shares subject to such Option (subject to the other limits set forth in this Plan) shall be purchased at the Option Price with the balance of the Participant's Account (after reduction for the withholding amount for Tax-Related Items).

Should the Corporation for any reason be unable, or elect not to, satisfy its or any Subsidiary's withholding obligations for Tax-Related Items in the manner described in the preceding paragraph with respect to a Participant's exercise of an Option, or should the Corporation or any Subsidiary reasonably determine that it or an affiliated entity has a withholding obligation for Tax-Related Items with respect to a disposition of Shares acquired pursuant to the exercise of an Option prior to satisfaction of the holding period requirements of Section 423 of the Code or at any other time in respect of a Participant's participation in this Plan, the Corporation or Subsidiary, as the case may be, shall have the right at its option to (i) require the Participant to pay or provide for payment of the amount of any Tax-Related Items which the Corporation or Subsidiary reasonably determines that it or any affiliate is required to withhold with respect to such event or (ii) deduct from the Participant's Account or from any amount otherwise payable to or for the account of the Participant the amount of any Tax-Related Items which the Corporation or Subsidiary reasonably determines that it or an affiliate is required to withhold with respect to such event. Alternatively, the Corporation or Subsidiary may also satisfy such withholding obligations by (i) withholding from the proceeds of the sale of Shares acquired under the Plan, either through a voluntary sale or a mandatory sale arranged by the Corporation (or its designee), (ii) withholding a number of Shares otherwise issuable to the Participant under the Plan, or (iii) any other method prescribed by the Committee.

**EMPLOYMENT AGREEMENT**

This Employment Agreement (this “**Agreement**”) is made as of October 21, 2022 between Jennifer Ryu (“**Executive**”) and Resources Connection, Inc. (the “**Company**”) and Resources Connection LLC (“**LLC**”).

**RECITALS**

WHEREAS, the Company desires to renew its right to the services of Executive in the capacities described below, on the terms and conditions hereinafter set forth, and Executive is willing to accept such employment on such terms and conditions.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

**1. RETENTION**

The Company and LLC do hereby hire, engage and employ Executive as the Executive Vice President and Chief Financial Officer of the Company and LLC, each for the Period of Employment (as defined in Section 3), and Executive does hereby accept and agree to such hiring, engagement and employment, all on the terms and conditions expressly set forth in this Agreement. As of the Effective Date (as defined below), this Agreement supersedes and replaces, in its entirety, the prior Employment Agreement that Executive entered into with the Company dated February 3, 2020. For purposes of this Agreement, the term “Company” shall be understood to include the LLC, unless the context otherwise requires.

**2. DUTIES**

(a) During the Period of Employment (as defined in Section 3), Executive shall serve the Company in such position fully, diligently, competently, and in conformity with the provisions of this Agreement, directives of the Chief Executive Officer and the Board of Directors of the Company (the “**Board**”), and the corporate policies of the Company as they presently exist, and as such policies may be amended, modified, changed, or adopted during the Period of Employment. In this position, Executive shall report to the Chief Executive Officer.

(b) Throughout the Period of Employment, Executive shall devote her full business time, energy, and skill to the performance of her duties for the Company, vacations and other leave authorized under this Agreement excepted. The foregoing notwithstanding, Executive shall be permitted to (i) engage in charitable and community affairs, and (ii) to make investments of any character in any business or businesses and to manage such investments (but not be involved in the day-to-day operations of any such business); provided, in each case, and in the aggregate, that such activities do not interfere with the performance of Executive’s duties hereunder or conflict with the provisions of Sections 13 and 14, and further provided that Executive shall not serve as a director of any other publicly traded or private entity without gaining the consent of the Chief Executive Officer and the Corporate Governance and Nominating Committee of the Board prior to the commencement of such service.

(c) Executive shall exercise due diligence and care in the performance of her duties for and the fulfillment of her obligations to the Company under this Agreement.

(d) During the Period of Employment, the Company shall furnish Executive with office, secretarial and other facilities and services as are reasonably necessary or appropriate for the performance of Executive's duties hereunder and consistent with her position as the Executive Vice President and Chief Financial Officer of the Company.

(e) Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment or other agreement or policy to which Executive is a party or otherwise bound.

### 3. PERIOD OF EMPLOYMENT

The "**Period of Employment**" shall, unless sooner terminated as provided herein, be three (3) years commencing on October 21, 2022 (the "**Effective Date**") and ending with the close of business on October 21, 2025. Notwithstanding the preceding sentence, commencing with October 21, 2025, and on each October 21st thereafter (each an "**Extension Date**"), the Period of Employment shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto sixty (60) days' prior written notice before the next scheduled Extension Date that the Period of Employment shall not be so extended (the "**Non-Extension Notice**"). The term "Period of Employment" shall include any extension that becomes applicable pursuant to the preceding sentence. In all cases, the Period of Employment is subject to termination pursuant to Sections 6, 7 and 8 below.

### 4. COMPENSATION

(a) **BASE SALARY.** During the Period of Employment, the Company shall pay Executive, and Executive agrees to accept from the Company, in payment for her services, a base salary of four hundred sixty-two thousand dollars (\$462,000) per year ("**Base Salary**"), payable in accordance with the Company's general payroll practices in effect from time to time (but in no event less frequently than in monthly installments). The determination of whether Executive's Base Salary will be upwardly adjusted is within the sole and absolute discretion of the Chief Executive Officer or the Board (or a committee of the Board), as applicable.

(b) **ANNUAL INCENTIVE COMPENSATION.** During the Period of Employment, Executive shall be entitled to participate in any annual incentive or bonus plan or plans maintained by the Company for the executive officers of the Company generally, in accordance with the terms, conditions, and provisions of each such plan as the same may be changed, amended, or terminated, from time to time in the discretion of the Board, or its designated committee.

(c) **EQUITY COMPENSATION.** During the Period of Employment, Executive shall be eligible to receive grants of stock options, restricted stock, restricted stock units, or other equity compensation on such terms and conditions as determined from time to time in the discretion of the Board, or a designated committee thereof. Upon (or as may be necessary to give effect to such acceleration, immediately prior to) the occurrence of an event described in Section 7.2 of the Company's 2004, 2014 or 2020 Performance Incentive Plan, as applicable, all of Executive's then-outstanding and otherwise unvested equity awards granted by the Company shall be deemed immediately vested, notwithstanding any other provision of the applicable plans or award documentation to the contrary; provided, however, that as to any awards that vest based on performance conditions, the terms of the applicable award agreement shall govern the accelerated vesting of such award.

## 5. BENEFITS

(a) HEALTH AND WELFARE. During the Period of Employment, Executive shall be entitled to participate in all health and welfare benefit plans and programs and all retirement, deferred compensation and similar plans and programs generally made available by the Company to all other executive officers of the Company as in effect from time to time, subject to any restrictions specified in such plans and programs.

(b) FRINGE BENEFITS. During the Period of Employment, Executive shall be entitled to participate in all fringe benefit plans and programs generally made available by the Company to all other executive officers of the Company as in effect from time to time, subject to any restrictions specified in such plans and programs.

(c) PERSONAL TIME OFF AND OTHER LEAVE. Executive shall be entitled to such amounts of paid personal time off and other leave, as from time to time may be allowed by the Company to the Company's executive officers generally or as approved by the Board specifically, or as required by law. Any personal time off is to be scheduled and taken in accordance with the Company's standard policies applicable to such personnel.

(d) BUSINESS EXPENSES. During the Period of Employment, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with the Company's business expense reimbursement policies as in effect from time to time. At the latest, reimbursement shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense was incurred. Executive agrees to provide prompt documentation of such expenses in order to facilitate the timely reimbursement of same. The amount of expenses eligible for reimbursement during any taxable year of Executive shall not affect the expenses eligible for reimbursement in any other taxable year of Executive.

(e) AUTOMOBILE. To the extent generally provided by the Company to its other executive officers, during the Period of Employment, Executive shall be entitled to receive an automobile allowance of fifteen thousand dollars (\$15,000) annually for expenses associated with the operation and maintenance of such automobile.

## 6. DEATH OR DISABILITY

(a) DEFINITION OF PERMANENTLY DISABLED AND PERMANENT DISABILITY. For purposes of this Agreement, the terms "**Permanently Disabled**" and "**Permanent Disability**" shall mean Executive's inability, because of physical or mental illness or injury, to perform substantially all of her customary duties pursuant to this Agreement, even with a reasonable accommodation, and the continuation of such disabled condition for a period of ninety (90) continuous days, or for not less than one hundred eighty (180) days during any continuous twenty-four (24) month period. The terms "Permanent Disability" and "Permanently Disabled" as used herein may have meanings different from those used in any disability insurance policy or program maintained by Executive or the Company.



(b) VESTING ON DEATH OR DISABILITY. Upon any termination of the Period of Employment and Executive's employment hereunder by reason of Executive's death or Permanent Disability, as defined in Section 6(a), subject to the release requirements of Section 6(c), any then-outstanding and otherwise unvested stock options, restricted stock, restricted stock units and any other equity or equity-based awards granted by the Company to Executive shall be deemed immediately vested and, if applicable, remain exercisable for the lesser of three (3) years or the term of the award, notwithstanding any other provision of this Agreement or applicable plans (but subject to the Company's ability to terminate the awards in a change in control or similar circumstances pursuant to the applicable plan and award agreements); provided, however, that as to any awards that vest based on performance conditions, the terms of the applicable award agreement shall govern the accelerated vesting of such award.

(c) TERMINATION DUE TO DEATH OR DISABILITY. If Executive dies during the Period of Employment, the Period of Employment and Executive's employment shall automatically cease and terminate as of the date of Executive's death. If Executive becomes Permanently Disabled during the Period of Employment, the Company may terminate the Period of Employment and Executive's employment hereunder by providing Executive written notice of such termination. In the event of the termination of the Period of Employment and Executive's employment hereunder due to Executive's death or Permanent Disability, Executive or her estate shall be entitled to receive:

(i) a lump sum cash payment, payable within fifteen (15) calendar days (or earlier, if required by applicable law) after termination of Executive's employment, equal to the sum of (A) any accrued but unpaid Base Salary as of the date of Executive's termination of employment hereunder and (B) any earned but unpaid annual incentive compensation in respect of the most recently completed fiscal year preceding Executive's termination of employment hereunder (the "**Earned/Unpaid Annual Bonus**");

(ii) a lump sum cash payment, payable within sixty (60) calendar days after termination of Executive's employment, in an amount equal to one (1) times her annual rate of Base Salary (as in effect immediately prior to such termination); and

(iii) a pro-rated portion of the target annual incentive compensation, if any, that Executive would have been entitled to receive pursuant to Section 4(b) in respect of the fiscal year in which termination of Executive's employment occurs, with such pro-ration based upon the percentage of such fiscal year that shall have elapsed through the date of termination of Executive's employment, payable within sixty (60) calendar days after termination of Executive's employment.

Notwithstanding any other provision of this Agreement, following such termination of Executive's employment due to Executive's death or Permanent Disability, except as set forth in Sections 6(b) and 6(c), and except for Executive's rights (if any) under the plans, arrangements and programs referenced in Section 5, Executive shall have no further rights to any compensation or other benefits under this Agreement or to any cash severance or termination benefits under any other severance plan, program, policy or arrangement of the Company and its affiliates.

As a condition precedent to any Company obligation to Executive pursuant to this Section 6(b) or (c) (other than pursuant to Section 6(c)(i), which for the avoidance of doubt shall be promptly paid to Executive following termination), Executive, or Executive's estate or her personal representative, if applicable, shall, upon or promptly following her last day of employment with the Company, provide the Company with a valid, executed, written release of claims in a form provided by the Company and such release shall have not been revoked by Executive pursuant to any revocation rights afforded by applicable law. The Company shall provide such form of release to Executive within five (5) days following the termination of Executive's employment, and Executive shall execute such release within twenty-one (21) days (or forty-five (45) days if such period is required under applicable law) following Executive's receipt of such form of release from the Company. The Company shall have no obligation to make any payment to Executive pursuant to Section 6(b) or (c) unless and until the release contemplated by this Section 6(c) becomes irrevocable by Executive in accordance with all applicable laws, rules and regulations. If the maximum period of time in which Executive has to consider and revoke such release spans two different calendar years, the payment of the applicable benefits shall (to the extent required in order to avoid any tax, penalty or interest under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**")) be made in the second of those two years.

## 7. TERMINATION BY THE COMPANY

(a) TERMINATION FOR CAUSE. The Company may, by providing written notice to Executive, terminate the Period of Employment and Executive's employment hereunder for Cause at any time. The term "**Cause**" for purpose of this Agreement shall mean:

- (i) Executive's conviction of or entrance of a plea of guilty or nolo contendere to a felony; or
- (ii) Executive is engaging or has engaged in material fraud, material dishonesty, or any other act of willful misconduct in connection with the business affairs of the Company; or
- (iii) Conviction of criminal theft, embezzlement, or other criminal misappropriation of funds by Executive from the Company; or
- (iv) Executive's continued and substantial failure to perform the duties hereunder (other than as a result of total or partial incapacity due to physical illness), which failure is not cured within thirty (30) days following written notice by the Company to Executive of such failure; provided, however, that (A) it shall not be Cause if Executive is making good faith efforts to perform duties and (B) this provision shall not apply to any qualitative dissatisfaction by the Company with Executive's performance of her duties hereunder; or
- (v) Executive's material breach of the provisions of Sections 13 and/or 14 of this Agreement, or any material breach by Executive of any other agreement Executive has with the Company or any Company policy that applies to Executive, which breach, if capable of being cured, is not cured within thirty (30) days following written notice by the Company to Executive of such breach.

If Executive's employment is terminated for Cause, the termination shall take effect on the effective date (pursuant to Section 26) of written notice of such termination to Executive.

In the event of the termination of the Period of Employment and Executive's employment hereunder due to a termination by the Company for Cause, then Executive shall be entitled to receive: (i) a lump sum cash payment, payable within fifteen (15) calendar days (or earlier, if required by applicable law) after termination of Executive's employment, equal to the sum of (A) accrued but unpaid Base Salary as of the date of termination of Executive's employment hereunder (including any accrued but unpaid personal time off) and (B) any Earned/Unpaid Annual Bonus in respect of the most recently completed fiscal year preceding termination of Executive's employment hereunder.

Notwithstanding any other provision of this Agreement, following such termination of Executive's employment due to termination by the Company for Cause, except as set forth in this Section 7(a), Executive shall have no further rights to any compensation or other benefits under this Agreement or to any cash severance or termination benefits under any other severance plan, program, policy or arrangement of the Company and its affiliates.

If the Company attempts to terminate Executive's employment pursuant to this Section 7(a) and it is ultimately determined that the Company lacked Cause, the provisions of Section 7(b) shall apply and Executive shall be entitled to receive, subject to the release requirements of Section 7(b), the payments called for by Section 7(b).

(b) **TERMINATION WITHOUT CAUSE.** The Company may, with or without reason, terminate the Period of Employment and Executive's employment hereunder without Cause at any time, by providing Executive written notice of such termination. In the event of the termination of the Period of Employment and Executive's employment hereunder due to a termination by the Company without Cause (other than due to Executive's death or Permanent Disability), then Executive shall be entitled to receive:

(i) a lump sum cash payment, payable within fifteen (15) calendar days (or earlier, if required by applicable law) after termination of Executive's employment, equal to the sum of (A) any accrued but unpaid Base Salary as of the date of Executive's termination of employment hereunder (including any accrued but unpaid personal time off) and (B) the Earned/Unpaid Annual Bonus, if any;

(ii) a lump sum cash payment, payable within sixty (60) calendar days after termination of Executive's employment, in an amount equal to one and one-half (1.5) times the sum of (A) Executive's annual rate of Base Salary (as in effect immediately prior to such termination of employment) and (B) Executive's target annual incentive under the applicable annual incentive program under Section 4(b) for the year in which such termination occurs; provided, however, that if Executive's employment is terminated without Cause within sixty (60) days prior to, upon or within twenty-four (24) months following the occurrence of an event described in Section 7.2 of the Company's 2020 Performance Incentive Plan (the "**Change in Control Event**"), then the multiple referenced in this Section 7(b)(ii) shall increase to two (2) times (with any additional amount payable as a result of such change in the multiple to be paid within sixty (60) calendar days following the later of the termination of Executive's employment or the date of the Change in Control Event);

(iii) a pro-rated portion of the target annual incentive compensation, if any, that Executive would have been entitled to receive pursuant to Section 4(b) in respect of the fiscal year in which termination of Executive's employment occurs, with such pro-ration based upon the percentage of such fiscal year that shall have elapsed through the date of termination of Executive's employment, payable within sixty (60) calendar days after termination of Executive's employment;

(iv) any then-outstanding and otherwise unvested equity awards granted by the Company to Executive shall thereupon immediately vest and, if applicable, remain exercisable for the duration of the term of such award, notwithstanding any other provision of this Agreement or applicable plans (but subject to the Company's ability to terminate the awards in a change in control or similar circumstances pursuant to the applicable plan and award agreements); provided, however, that as to any awards that vest based on performance conditions, the terms of the applicable award agreement shall govern the accelerated vesting of such award; and

(v) a lump sum cash payment, payable within sixty (60) calendar days after termination of Executive's employment, in an amount substantially equivalent to the cost for Executive's premiums charged to continue medical coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act, at the same or reasonably equivalent medical coverage for Executive (and, if applicable, Executive's eligible dependents) as in effect immediately prior to the termination of Executive's employment, for a period of eighteen (18) months.

Notwithstanding any other provision of this Agreement, following such termination of Executive's employment due to termination by the Company without Cause, except as set forth in this Section 7(b), Executive shall have no further rights to any compensation or other benefits under this Agreement or to any cash severance or termination benefits under any other severance plan, program, policy or arrangement of the Company and its affiliates.

As a condition precedent to any Company obligation to Executive pursuant to this Section 7(b) (other than pursuant to Section 7(b)(i), which for the avoidance of doubt shall be promptly paid to Executive following termination), Executive shall, upon or promptly following her last day of employment with the Company, provide the Company with a valid, executed, written release of claims in a form provided by the Company and such release shall have not been revoked by Executive pursuant to any revocation rights afforded by applicable law. The Company shall provide such form of release to Executive within five (5) days following the termination of Executive's employment, and Executive shall execute such release within twenty-one (21) days (or forty-five (45) days if such period is required under applicable law) following Executive's receipt of such form of release from the Company. The Company shall have no obligation to make any payment to Executive pursuant to Section 7(b) unless and until the release contemplated by this Section 7(b) becomes irrevocable by Executive in accordance with all applicable laws, rules and regulations. If the maximum period of time in which Executive has to consider and revoke such release spans two different calendar years, the payment of the applicable benefits shall (to the extent required in order to avoid any tax, penalty or interest under Section 409A of the Code) be made in the second of those two years.

## 8. TERMINATION BY EXECUTIVE

(a) TERMINATION WITHOUT GOOD REASON. Executive shall have the right to terminate the Period of Employment and Executive's employment hereunder at any time without Good Reason (as defined below) upon thirty (30) days prior written notice of such termination to the Company. Any such termination by Executive without Good Reason shall be treated for all purposes of this Agreement as a termination by the Company for Cause and the provisions of Section 7(a) shall apply. Notwithstanding any other provision of this Agreement, following such a termination of employment by Executive, except as set forth in Section 7(a), Executive shall have no further rights to any compensation or other benefits under this Agreement or to any cash severance or termination benefits under any other severance plan, program, policy or arrangement of the Company and its affiliates.

(b) TERMINATION WITH GOOD REASON. Executive may terminate the Period of Employment and resign from employment hereunder for "**Good Reason**" if any of the following occur without Executive's consent:

- (i) if the Company fails to provide Executive with the compensation and benefits called for by this Agreement; or
- (ii) if the Company materially diminishes Executive's authority, duties, responsibilities, or
- (iii) if the Company materially breaches any provision of this Agreement;

provided, however, that none of the events described above shall constitute Good Reason unless Executive shall have notified the Company in writing describing the event(s) which constitute Good Reason within sixty (60) days of the initial existence of such event(s) and then only if the Company shall have failed to cure such event within thirty (30) days after the Company's receipt of such written notice; and provided, further, that in all events the termination of Executive's employment with the Corporation shall not constitute a termination for Good Reason unless such termination occurs not more than one (1) year following the initial existence of the event(s) claimed to constitute Good Reason.

Any such termination by Executive for Good Reason shall be treated for all purposes of this Agreement as a termination by the Company without Cause and the provisions of Section 7(b) shall apply; provided, however, that if Executive terminates her employment by the Company for Good Reason within sixty (60) days prior to, upon or within twenty-four (24) months following the occurrence of a Change in Control Event, then the multiple referenced in Section 7(b)(ii) shall increase to two (2) times Executive's annual rate of Base Salary and Executive's target annual incentive (with any additional amount payable as a result of such change in the multiple to be paid within sixty (60) calendar days following the later of the termination of Executive's employment or the date of the Change in Control Event). Further, if Executive attempts to resign for Good Reason pursuant to this Section 8(b) and it is ultimately determined that Good Reason did not exist, Executive shall be deemed to have resigned from employment without Good Reason and the provisions of Section 8(a) and, by reference therein, the provisions of Section 7(a), shall apply. Notwithstanding any other provision of this Agreement, following such a termination of employment by Executive, except as set forth in Section 7(a) or 7(b), as applicable, Executive shall have no further rights to any compensation or other benefits under this Agreement or to any cash severance or termination benefits under any other severance plan, program, policy or arrangement of the Company and its affiliates.

## 9. EXCLUSIVE REMEDY

Executive agrees that the payments contemplated by this Agreement shall constitute the exclusive and sole contract remedy for any termination of her employment and Executive covenants not to assert or pursue any other contractual remedies, at law or in equity, with respect to any termination of employment.

## 10. EXPIRATION OF PERIOD OF EMPLOYMENT

(a) ELECTION NOT TO EXTEND PERIOD OF EMPLOYMENT. If either party elects not to extend the Period of Employment pursuant to Section 3, unless Executive's employment is earlier terminated pursuant to Sections 6, 7 or 8, termination of Executive's employment hereunder shall occur on the close of business on the day immediately preceding the anniversary of the next Extension Date following the delivery of the Non-Extension Notice pursuant to Section 3. If the Company elects not to extend the Period of Employment, Executive's termination will be treated for all purposes under this Agreement as a termination by the Company without Cause under Section 7(b). If Executive elects not to extend the Period of Employment, Executive's termination will be treated for all purposes under this Agreement as a termination by Executive without Good Reason under Section 8(a).

(b) CONTINUED EMPLOYMENT BEYOND EXPIRATION OF PERIOD OF EMPLOYMENT. If either party elects not to extend the Period of Employment pursuant to Section 3, but the parties want to continue Executive's employment without a written contract, such continued employment will be at will and shall not be deemed to extend any of the provisions of this Agreement. At such time, Executive's employment may thereafter be terminated at will by either Executive or the Company; provided, however, that the provisions of Sections 13, 14 and 15 shall survive any termination of this Agreement or Executive's termination of employment hereunder.

## 11. POSSIBLE BENEFIT REDUCTION

Notwithstanding anything else contained herein to the contrary, to the extent that any payment, distribution, transfer or other benefit of any type to or for Executive by the company or any of its parents, subsidiaries or other affiliates, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (including, without limitation, any accelerated vesting of stock options, restricted stock units or other equity-based awards granted by the Company or any of its parents, subsidiaries or other affiliates pursuant to the Agreement or otherwise) (collectively, the "**Total Payments**") is or will be subject to the excise tax imposed under Section 4999 of the Code (the "**Excise Tax**"), then the Total Payments shall be reduced (but not below zero) so that the maximum amount of the Total Payments (after reduction) shall be one dollar (\$1.00) less than the amount which would cause the Total Payments to be subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction in Total Payments shall be made only if the reduction results in the receipt by Executive, on an after-tax basis, of a greater amount of Total Payments compared to the amount of Total Payments that Executive would receive, on an after-tax basis (for the purposes of clarity), taking into account Executive's payment of the Excise Tax and any similar taxes due from Executive, if she received the full amount of the Total Payments. If such a reduction is required, and unless Executive has otherwise notified the Company of the order in which benefits are to be reduced and such instructions from Executive do not result in any tax, penalty or interest pursuant to Section 409A of the Code, the Company shall reduce the Total Payments in the following order: (i) reduction of any cash severance; (ii) reduction of any cash bonuses; (iii) reduction of any payment in respect of an equity award that is not covered by Treas. Reg. Section 1.280G-1 Q/A-24(b); (iv) reduction of any payment in respect of an equity award that is covered by Treas. Reg. Section 1.280G-1 Q/A-24(c) (with awards other than options and appreciation rights being reduced first); and (iv) reduction of other Total Payments; in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the determination.

## 12. MEANS AND EFFECT OF TERMINATION

Any termination of Executive's employment under this Agreement shall be communicated by written notice of termination from the terminating party to the other party. The notice of termination shall indicate the specific provision(s) of this Agreement relied upon in effecting the termination and shall set forth in reasonable detail the facts and circumstances alleged to provide a basis for termination, if any such basis is required by the applicable provision(s) of this Agreement.

## 13. RESTRICTIVE COVENANTS

Executive acknowledges and recognizes the highly competitive nature of the businesses of the Company and its affiliates and accordingly agrees as follows:

(a) During the period of Executive's employment by the Company, Executive will not, directly or indirectly, (i) engage in any business for Executive's own account that competes with the business of the Company or its affiliates (including, without limitation, businesses which the Company or its affiliates have specific plans to conduct in the future and as to which Executive is aware of such planning), (ii) enter the employ of, or render any services to, any person engaged in any business that competes with the business of the Company or its affiliates, or (iii) acquire a financial interest in any person engaged in any business that competes with the business of the Company or its affiliates, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant. During the period of Executive's employment by the Company, Executive will also not, directly or indirectly, interfere with business relationships (whether formed before or after the date of this Agreement) between the Company or any of its affiliates and clients, customers, suppliers, partners, members or investors of the Company or its affiliates, except as she is entitled under applicable law.

(b) Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly, own, solely as an investment, securities of any person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on an over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such person and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such person.

(c) During the period of Executive's employment by the Company and for a period of one (1) year thereafter, Executive will not, directly or indirectly, solicit or encourage any employee or independent contractor of the Company or its affiliates to terminate his or her employment or contract relationship with the Company or its affiliates or to become employed or engaged as a contractor by Executive or any third party.

(d) During the period of Executive's employment by the Company, because of the inseparability of Confidential Information from the customer relationships with which Executive has been entrusted as part of her duties and in order to protect the Company's trade secrets, Executive will not directly or indirectly solicit any of the Company's actual customers or vendors (either active or previous) with which Executive had any contact at any time during Executive's employment to direct any business or prospective business or income from the Company or its affiliates; to stop or in any way alter the manner in which such customers or vendors are doing business with the Company or its affiliates; or to reduce the quantity of their business with the Company or its affiliates.

(e) It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 13 to be reasonable, if a final determination is made by an arbitrator or court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any arbitrator or court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(f) This Section 13 controls in the event of any conflict or inconsistency with any provision of the Confidentiality Agreement (as defined in Section 14(c)).

#### **14. CONFIDENTIALITY.**

(a) Executive will not at any time (whether during or after her employment with the Company), unless compelled by lawful process, disclose or use for her own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, or other confidential data or information relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, manufacturing processes, financing methods, plans, or the business and affairs of the Company generally, or of any subsidiary or affiliate of the Company; provided that the foregoing shall not apply to information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Executive's breach of this covenant.



(b) Executive agrees that upon termination of her employment with the Company for any reason, she will return to the Company immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates, except that she may retain personal notes, notebooks and diaries that do not contain confidential information of the type described in the preceding sentence. Executive further agrees that she will not retain or use for her account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company or its affiliates.

(c) Executive executed a Confidentiality, Inventions and Non-Solicitation Agreement dated March 15, 2019 (the “**Confidentiality Agreement**”). Executive agrees that she has complied with the Confidentiality Agreement. The Confidentiality Agreement continues in effect in accordance with its terms, as modified by Sections 13 and 14(d) of this Agreement.

(d) Nothing in this Agreement or in the Confidentiality Agreement limits Executive’s right (i) to discuss the terms, wages, and working conditions of Executive’s employment to the extent permitted and/or protected by applicable labor laws, (ii) to report confidential information in a confidential manner either to a federal, state or local government official or to an attorney where such disclosure is solely for the purpose of reporting or investigating a suspected violation of law, or (iii) to disclose confidential information in an anti-retaliation lawsuit or other legal proceeding, so long as that disclosure or filing is made under seal and Executive does not otherwise disclose such confidential information, except pursuant to court order. The Company encourages Executive, to the extent legally permitted, to give the Company the earliest possible notice of any such report or disclosure. In addition, Executive may truthfully respond to a lawful and valid subpoena or other legal process but shall give the Company the earliest possible notice thereof, and shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought and shall assist such counsel in resisting or otherwise responding to such process. In addition, nothing in this Agreement or in the Confidentiality Agreement shall limit or restrict in any way Executive’s immunity from liability for disclosing the Company’s trade secrets as specifically permitted by 18 U.S. Code Section 1833, which provides, in pertinent part, as follows:

“(b) Immunity From Liability For Confidential Disclosure Of A Trade Secret To The Government Or In A Court Filing.

(1) Immunity. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.”

This Section 14(d) controls in the event of any inconsistency or conflict with any other provision of this Agreement or of the Confidentiality Agreement.

**15. SPECIFIC PERFORMANCE**

Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 13 or Section 14 would be inadequate and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

**16. ASSIGNMENT**

This Agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder; provided, however, that, in the event of a merger, consolidation, or transfer or sale of all or substantially all of the assets of the Company with or to any other individual(s) or entity, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties, and obligations of the Company hereunder.

**17. GOVERNING LAW**

This Agreement and the legal relations hereby created between the parties hereto shall be governed by and construed under and in accordance with the internal laws of the State of California, without regard to conflicts of laws principles thereof.

**18. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement of the parties hereto respecting the matters within its scope. This Agreement supersedes all prior agreements of the parties hereto on the subject matter hereof. Any prior negotiations, correspondence, agreements, proposals, or understandings relating to the subject matter hereof shall be deemed to be merged into this Agreement and to the extent inconsistent herewith, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein. Notwithstanding the foregoing, this Agreement is not intended to modify or extinguish any rights or obligations contained in (i) the Confidentiality Agreement, (ii) any stock option, restricted stock, restricted stock unit or other equity or equity-based award agreement between Executive and the Company that was executed prior to the date hereof, other than as provided in Sections 4(c), 6(b), 7(b) or 8(b) above, (iii) the Indemnification Agreement between Executive and the Company dated August 24, 2019, or (iv) the Arbitration Agreement (as defined below).

**19. POST-TERMINATION COOPERATION**

Executive agrees that following the termination of her employment for any reason, she shall reasonably cooperate if and as requested by the Company at mutually convenient times in the orderly transition of her former duties and in the Company's defense against any threatened or pending litigation or in any investigation or proceeding by any governmental agency or body that relates to any events or actions which occurred during the term of Executive's employment with the Company. The Company shall reimburse Executive for reasonable expenses incurred by Executive in connection with any such cooperation requested by the Company. Executive shall be compensated for her time at a mutually agreed upon rate for any such services requested by the Company other than the provision of information to the Company or its counsel and/or testifying as a witness, which she shall undertake without any compensation.

**20. MODIFICATIONS**

This Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by the parties hereto.

**21. WAIVER**

Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

**22. NUMBER AND GENDER**

Where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders.

**23. SECTION HEADINGS**

The section headings in this Agreement are for the purpose of convenience only and shall not limit or otherwise affect any of the terms hereof.

**24. ATTORNEYS' FEES**

Executive and the Company agree that in any action arising out of this Agreement, each side shall bear its own attorneys' fees and costs incurred by it or her in connection with such action.

**25. SEVERABILITY**

In the event that an arbitrator or court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Furthermore, any order striking any portion of this Agreement shall modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties under this Agreement.

**26. NOTICES**

All notices under this Agreement shall be in writing and shall be either personally delivered or mailed postage prepaid, by certified mail, return receipt requested:

- (a) if to the Company

Resources Connection, Inc.  
Attn: Chief Legal Officer  
17101 Armstrong Avenue  
Irvine, CA 92614

- (b) if to Executive, to Executive at Executive's last address reflected in the Company's payroll records.

Notice shall be effective when personally delivered, or five (5) business days after being so mailed. Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section 26 for the giving of notice.

**27. COUNTERPARTS; ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, including by using electronic signature technology, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties hereto reflected hereon as the signatories, including electronic signatures. To the extent a party signs this Agreement using electronic signature technology, by clicking "sign," "accept," or similar acknowledgement of acceptance, such party is signing this Agreement electronically, and electronic signatures appearing on this Agreement (or entered as to this Agreement using electronic signature technology) shall be treated, for purposes of validity, enforceability and admissibility, the same as hand-written signatures. Photographic or other electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

**28. WITHHOLDING TAXES**

The Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

## 29. SECTION 409A

(a) If Executive is a “specified employee” within the meaning of Treasury Regulation Section 1.409A-1(i) as of the date of Executive’s separation from service, Executive shall not be entitled to any payment or benefit pursuant to Section 6, 7 or 8, as applicable, until the earlier of (i) the date which is six (6) months after Executive’s separation from service for any reason other than death, or (ii) the date of Executive’s death. The provision of this Section 29 shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A of the Code. Any amounts otherwise payable to Executive upon or in the six (6) month period following Executive’s separation from service that are not so paid by reason of this Section 29 shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after Executive’s separation from service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of Executive’s death).

(b) To the extent that any reimbursements pursuant to Section 5 are taxable to Executive, any reimbursement payment due to Executive pursuant to any such provision shall be paid to Executive on or before the last day of Executive’s taxable year following the taxable year in which the related expenses were incurred. The reimbursements pursuant to Section 5 are not subject to liquidation or exchange for another benefits and the amount of such benefits and reimbursements that Executive receives in one taxable year shall not affect the amount of such benefits or reimbursements that Executive receives in any other taxable year. Any installment payments provided for in this Agreement shall be treated as a series of separate payments for purposes of Section 409A of the Code.

(c) This Agreement is intended to comply with, and avoid any tax, penalty or interest under Section 409A of the Code, and shall be construed and interpreted accordingly. Except for the Company’s withholding right pursuant to Section 28, Executive shall be responsible for any and all taxes that may result from the compensation, payments and other benefits contemplated by this Agreement.

## 30. ARBITRATION AGREEMENT

Executive executed a Resources Global Professionals Dispute Resolution Agreement dated February 19, 2019 (the “**Arbitration Agreement**”). The Arbitration Agreement continues in full force and effect in accordance with its terms and is incorporated herein by reference. Any and all disputes, controversies, or claims arising out of, relating to, or connected with Executive’s employment or separation from the Company or this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be subject to the Arbitration Agreement.

**31. LEGAL COUNSEL; MUTUAL DRAFTING**

Each party recognizes that this is a legally binding contract and acknowledges and agrees that they had had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such language. Executive agrees and acknowledges that she has read and understands this Agreement, is entering into it freely and voluntarily and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Company and Executive have executed this Employment Agreement as of the date first above written.

**THE COMPANY:**

By: /s/ Kate W. Duchene  
Name: Kate W. Duchene  
Title: Chief Executive Officer

**EXECUTIVE:**

/s/ Jennifer Ryu  
Jennifer Ryu

## Resources Connection, Inc. Announces Quarterly Dividend and Dividend Payment Date

IRVINE, Calif.--(BUSINESS WIRE)--October 21, 2022--Resources Connection, Inc. (Nasdaq: RGP) (the "Company") announced today that the Board of Directors has approved a cash dividend of \$0.14 per share, payable on December 15, 2022 to all stockholders of record on November 17, 2022.

### ABOUT RGP

RGP is a global consulting firm focused on project execution services that power clients' operational needs and change initiatives utilizing on-demand, experienced and diverse talent. As a next-generation human capital partner for our clients, we specialize in co-delivery of enterprise initiatives typically precipitated by business transformation, strategic transactions or regulatory change. Our engagements are designed to leverage human connection and collaboration to deliver practical solutions and more impactful results that power our clients', consultants' and partners' success. Our unique approach to workforce strategy strongly positions us to help our clients transform their businesses and workplaces, especially at a time when high-quality talent is increasingly scarce and the usage of a flexible workforce to execute transformational projects has become the dominant operating model. Our mission as an employer is to connect our team members to meaningful opportunities that further their career ambitions within the context of a supportive talent community of dedicated professionals. With approximately 4,300 professionals collectively engaged with over 2,200 clients around the world from nearly 40 physical practice offices and multiple virtual offices, we are their partner in delivering on the "now of work." Headquartered in Irvine, California, RGP is proud to have served over 87% of the Fortune 100.

The Company is listed on the Nasdaq Global Select Market, the exchange's highest tier by listing standards. To learn more about RGP, visit: <http://www.rgp.com>. (RGP-F)

### Contacts

#### Media Contact:

Michael Sitrick  
(US+) 1-310-788-2850  
[mike\\_sitrick@sitrick.com](mailto:mike_sitrick@sitrick.com)

#### Investor Contact:

Jennifer Ryu, Chief Financial Officer  
(US+) 1-714-430-6500  
[jennifer.ryu@rgp.com](mailto:jennifer.ryu@rgp.com)