

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): June 26, 2019

HUDSON GLOBAL, INC.

(Exact name of registrant as specified in its charter)

Delaware

000-50129

59-3547281

(State or Other Jurisdiction
of Incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

53 Forest Avenue, Old Greenwich, CT

06870

(Address of Principal Executive Offices)

(Zip Code)

Registrant's Telephone Number, Including Area Code: (212) 351-7400

N/A

(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 (see General Instruction A.2. below):

- 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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value	HSOON	The NASDAQ Stock Market LLC
Preferred Share Purchase Rights		The NASDAQ Stock Market LLC

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.

On June 26, 2019, Hudson Global, Inc. (the “Company”) and Patrick Lyons, the Company’s Chief Financial Officer, entered into an Agreement and Release (the “Separation Agreement”) in connection with Mr. Lyons’ previously announced departure from his positions with the Company. Under the terms of the Separation Agreement, the Company will, among other things, pay Mr. Lyons (i) his current salary through June 30, 2020, (ii) in the event Mr. Lyons elects to exercise his rights under COBRA, the difference between what Mr. Lyons paid for health insurance while employed by the Company and the COBRA amount for the earlier of twelve months or until Mr. Lyons obtains new employment with medical benefits, and (iii) a bonus of \$108,875 under the Company’s annual incentive plan for fiscal year 2019.

On June 27, 2019, the Company and Mr. Lyons entered into a Consulting Agreement (the “Consulting Agreement”). Pursuant to the Consulting Agreement, Mr. Lyons has agreed to serve as a consultant to the Company to assist with certain financial and operational matters from July 1, 2019 through December 31, 2019. In consideration for his services as a consultant, the Company will pay Mr. Lyons 750 shares of the Company’s common stock at the end of each month during the term of the Consulting Agreement.

The foregoing descriptions of the Separation Agreement and the Consulting Agreement are qualified in their entirety by reference to the full text of the Separation Agreement and Consulting Agreement, copies of which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No. Description

10.1 [Agreement and Release, dated June 26, 2019, between the Company and Patrick Lyons.](#)

10.2 [Consulting Agreement, dated June 27, 2019, between the Company and Patrick Lyons.](#)

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: July 1, 2019

HUDSON GLOBAL, INC.

By: /s/ JEFFREY E. EBERWEIN

Name: Jeffrey E. Eberwein

Title: Chief Executive Officer

AGREEMENT AND RELEASE

This Separation Agreement and General Release (this “Agreement”) is entered into by and between **Hudson Global, Inc.** (the “Company”), and **Patrick Lyons**, (“Executive,” and, together with the Company, the “Parties”).

1. The Parties acknowledge and agree that Employee’s last day of employment with the Company was June 30, 2019 (“Separation Date”). As of that date, Executive’s duties, responsibilities, office and title shall cease. Capitalized terms used without definition in this Agreement shall have the meanings set forth in the Employment Agreement by and between Executive and the Company, dated on or about August 6, 2015 (the “Employment Agreement”).

2. The Company shall begin to pay to Executive the payments described in Section 4 of the Employment Agreement (the “Severance Payments”) in accordance with the Company’s standard payroll procedures. For purposes of clarity, Executive shall receive (a) twelve months of Executive’s base salary (\$325,000, less applicable taxes withholdings), payable in twenty-four equal installments with such payments to begin on the first payroll period following the Release Effective Date; (b) in the event Executive elects to exercise his rights under COBRA, the Company will reimburse Executive for the difference between what Executive paid for health insurance while employed and the COBRA amount for (i) twelve months or (ii) until Executive obtains new employment with medical benefits, whichever is earlier; and (c) a bonus of \$108,875 under the Company’s annual incentive plan for fiscal year 2019, to be paid to Executive as soon as administratively practicable, but in no case later than July 31, 2019.

3. Executive agrees and acknowledges that the payments provided in Section 2 above exceed any payments and benefits to which Executive would otherwise be entitled under any policy, plan, and/or procedure of the Company absent his signing this Agreement. Executive acknowledges that he has been paid for work performed up to and including the Separation Date.

4. Executive hereby acknowledges that Executive has up to twenty-one (21) days to review this Agreement from the date of receipt and Executive has been advised to review it with an attorney of Executive’s choice. Executive further understands that the twenty-one (21) day review period ends when Executive signs this Agreement. Executive also has seven (7) days after Executive signs this Agreement to revoke by so notifying the Company in writing. The effective date of this Agreement shall be the eighth (8th) day following Employee’s signing of this Agreement (the “Release Effective Date”), provided the Employee does not revoke the Agreement during the revocation period. In the event Executive does not accept this Agreement as set forth above, or in the event Executive revokes this Agreement during the revocation period, this Agreement, including but not limited to the obligation of the Company and its subsidiaries and affiliates to provide the payment referred to in Section 2 above, shall automatically be deemed null and void.

5. (a) In consideration of the payment referred to in Section 2 above, Executive for himself and for his heirs, executors, and assigns (hereinafter collectively referred to as the “Releasors”), forever releases and discharges the Company and any and all of its parent corporations, subsidiaries, divisions, affiliated entities, predecessors, successors and assigns, and any and all of its and their employee benefit and/or pension plans and funds, and any and all of its and their past or present officers, directors, stockholders, agents, trustees, administrators, employees and assigns (whether acting as agents for such entities or in their individual capacities) (hereinafter collectively referred to as the “Releasees”),

from any and all claims, demands, causes of action, fees and liabilities of any kind whatsoever (based upon any legal or equitable theory, whether contractual, common-law, statutory, decisional, federal, state, local or otherwise), whether known or unknown, which Releasors ever had, now have or may have against the Releasees or any of them by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of the world up to and including the Release Effective Date, except for the obligations of the Company under this Agreement.

(b) Without limiting the generality of the foregoing subsection (a), this Agreement is intended to and shall release the Releasees from any and all claims arising out of Executive's employment with Releasees and/or the termination of Executive's employment, including but not limited to any claim(s) under or arising out of (i) Title VII of the Civil Rights Act of 1964, as amended; (ii) the Americans with Disabilities Act, as amended; (iii) the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (excluding claims for accrued, vested benefits under any employee benefit plan of the Company in accordance with the terms of such plan and applicable law); (iv) the Age Discrimination in Employment Act, as amended, or the Older Workers Benefit Protection Act; (v) the New York City and State Human Rights Law; (vi) the Connecticut Fair Employment Practices Act; (vii) alleged discrimination or retaliation in employment (whether based on federal, state or local law, statutory or decisional); (viii) the terms and conditions of Executive's employment with the Company, the termination of such employment, and/or any of the events relating directly or indirectly to or surrounding that termination; and (ix) any law (statutory or decisional) providing for attorneys' fees, costs, disbursements and/or the like.

(c) Notwithstanding the foregoing, nothing in this Agreement shall be construed to prevent Executive from filing a charge with or participating in an investigation conducted by any governmental agency, including, without limitation, the United States Equal Employment Opportunity Commission ("EEOC") or applicable state or city fair employment practices agency, to the extent required or permitted by law. Nevertheless, Executive understands and agrees that he is waiving any relief available (including, for example, monetary damages or reinstatement), under any of the claims and/or causes of action waived in Sections 5(a) and (b), including but not limited to financial benefit or monetary recovery from any lawsuit filed or settlement reached by the EEOC or anyone else with respect to any claims released and waived in this Agreement.

6. (a) Executive agrees that he has not and will not engage in any conduct that is injurious to the Company's or any of the Releasees' reputation or interest, including but not limited to publicly disparaging (or inducing or encouraging others to publicly disparage) the Company or the Releasees.

(b) Executive acknowledges that he has returned to the Company any and all originals and copies of documents, materials, records, credit cards, keys, building passes, computers, PDA's and other electronic devices or other items in his possession or control belonging to the Company or its Affiliated Entities or containing proprietary information relating to the Company or its Affiliated Entities.

(c) Executive acknowledges that the terms of the Hudson Agreement referred to in Section 6f. of the Employment Agreement are incorporated herein by reference, and Executive agrees and acknowledges that he is bound by their terms.

(d) Notwithstanding the foregoing, this Agreement does not waive any rights the Executive may have under or pursuant to any indemnity agreement or obligation contained in or adopted or acquired pursuant to any provision of the Charter or by-laws of the Company or its subsidiaries or

affiliates or in any insurance policy carried by the Company or its affiliates for any matters which arises or may arise after the Separation date in connection with Executive's employment with the Company.

7. (a) If requested, Executive will agree to cooperate with the Company and/or its subsidiaries and affiliates and its/their counsel in connection with any investigation, administrative proceeding, litigation, or other matter in which Executive was involved during his employment or of which Executive has knowledge.

(b) Executive agrees that, in the event he is subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony (in a deposition, court proceeding or otherwise) that in any way relates to Executive's employment with the Company, he will give prompt notice of such request to Jeff Eberwein, and will make no disclosure until the Company has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure, provided that nothing herein shall prevent Executive from complying with the requirements of the law.

8. The terms and conditions of this Agreement are and shall be deemed to be confidential, and shall not be disclosed by Executive to any person or entity without the prior written consent of Jeff Eberwein, except if required by law, and to Executive's accountants, attorneys, and spouse, provided that they agree to maintain the confidentiality of this Agreement. Executive further represents that he has not disclosed the terms and conditions of this Agreement to anyone other than his attorneys, accountants and spouse.

9. The making of this Agreement is not intended, and shall not be construed, as an admission that the Releasees have violated any federal, state or local law (statutory or decisional), ordinance or regulation, breached any contract, or committed any wrong whatsoever against Executive.

10. The parties agree that this Agreement may not be used as evidence in a subsequent proceeding except in a proceeding to enforce the terms of this Agreement.

11. Executive acknowledges that: (a) he has carefully read this Agreement in its entirety; (b) he has had an opportunity to consider fully the terms of this Agreement; (c) he has been advised by the Company in writing to consult with an attorney of his choosing in connection with this Agreement; (d) he fully understands the significance of all of the terms and conditions of this Agreement and he has discussed it with his independent legal counsel, or has had a reasonable opportunity to do so; (e) he has had answered to his satisfaction any questions he has asked with regard to the meaning and significance of any of the provisions of this Agreement; and (f) he is signing this Agreement voluntarily and of his own free will and assents to all the terms and conditions contained herein.

12. This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

13. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement; provided, however, that, upon any finding by a court of competent jurisdiction that the release or covenants provided for by Section 5 above is illegal, void, or unenforceable, Executive agrees to execute a release, waiver and/or covenant with substantially similar provisions that is legal and enforceable. Finally, any breach of the terms of Sections 6, 7 and/or 8 above shall constitute a

material breach of this Agreement as to which the Company may seek appropriate relief in a court of competent jurisdiction.

14. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions thereof. Actions to enforce the terms of this Agreement, or that relate to Executive's employment with the Company shall be submitted to the exclusive jurisdiction of any state or federal court sitting in New York, New York.

15. This Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument of this Agreement.

16. This Agreement (including any exhibits attached hereto) constitutes the complete understanding between the parties with respect to the termination of the Executive's employment at the Company and supersedes any and all agreements, understandings, and discussions, whether written or oral, between the parties related to the termination. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26 day of June, 2019.

June 25, 2019

PATRICK LYONS

By: /s/ PATRICK LYONS

Name: Patrick Lyons

Signature of Executive

June 26, 2019

HUDSON GLOBAL, INC.

By: /s/ JEFFREY E. EBERWEIN

Name: Jeffrey E. Eberwein

Signature of Authorized Representative

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made as of June 27, 2019 (“Effective Date”), between Hudson Global, Inc. (“Company”) and Patrick Lyons (“Consultant”). By executing this Agreement, Company and Consultant agree to be bound by the terms and conditions set forth below.

1. Consulting Services. From July 1, 2019 through December 31, 2019 (the “Consulting Term”), Consultant will make himself reasonably available to assist the Chief Executive Officer to provide support for financial and operational matters (the “Services”). The Company and Consultant anticipate that the Services will require no more than ten hours per week of Consultant’s time and can be done remotely. The Company shall reimburse Consultant for pre-approved expenses incurred in the performance of the Services based upon applicable receipts.

2. Independent Contractor. For all purposes Consultant will operate as an independent contractor of the Company. Consequently, Consultant retains full independence in exercising judgment as to the time, place and manner of performing the services, and bears full responsibility for any and all tax liability that arises from the monies paid pursuant to this Agreement and will fulfill such tax liability. Consultant shall not be entitled to receive any employment benefits offered to employees of the Company. Consultant acknowledges that Consultant is not an employee, agent or co-venturer of the Company and that the Company will not incur any liability as the result of Consultant’s actions. Consultant shall disclose that Consultant is an independent contractor of the Company and shall not represent to any third party that Consultant is the employee, agent, co-venturer, or representative of the Company other than as expressly authorized in writing by the Company.

3. Payment. In consideration for the Services, the Company shall provide Consultant 750 shares of Company’s common stock, issued pursuant to the Company’s 2009 Incentive Stock and Awards Plan, as amended and restated, (the “Consulting Fee”) at the end of each month during the Consulting Term.

4. Termination. The Consulting Term shall remain in effect until December 31, 2019 unless earlier terminated upon any of the following: (i) Consultant’s death or disability, (ii) the Company’s notice to Consultant of termination of his Services due to Consultant’s breach of this Agreement or any other agreement with the Company, which notice shall provide written detail of the breach and give Consultant at least five (5) days to cure such breach prior to the termination becoming effective, or (iii) two (2) weeks’ written notice of such termination to either Party. Upon termination of the Consulting Term under 4(i) or 4(ii), Consultant (or his estate, in the event of his death) will be entitled to receive the portion of the monthly Consulting Fee for the period through the date the termination is effective, and thereafter shall not be entitled to receive any additional payments for the Services. If notice of termination is given by the Company under 4(iii), the Company will provide the remaining Consulting Fee as though Consultant was still providing the Services.

5. Work Product. Any work product of any type whatsoever, whether tangible or intangible, which Consultant invents, creates, discovers or otherwise produces in connection with this Agreement (“Work Product”) are works made for hire. In the event any Work Product is determined not to be a work made for hire, Consultant shall assign in perpetuity his entire right, title and interest in the Work Product to the Company, as directed.

6. Company Information. At the end of the Consulting Term, Consultant represents and warrants that Consultant will, on or before such date, deliver to the Company the original and all copies of all documents, records, and property of any nature whatsoever which are in Consultant's possession or control and which are the property of the Company or which relate to Confidential Information (as described below), or to the business activities, facilities, or customers of the Company, including any records (electronic or otherwise), documents or property created by Consultant.

7. Confidentiality. Consultant agrees that Consultant shall maintain the confidentiality of any and all information about the Company which is not generally known or available outside the Company, including without limitation, strategic plans, technical and operating know-how, business strategy, trade secrets, customer information, business operations and other proprietary information ("Confidential Information"), and Consultant will not, directly or indirectly, disclose any Confidential Information to any person or entity, or use any Confidential Information, whether for the benefit of Consultant or the benefit of any new employer or any other person or entity, or in any other manner that is detrimental to or inconsistent with any interest of the Company. Except as permitted in writing by the Company or as required by applicable law, Consultant agrees not to discuss this Agreement publicly.

8. Miscellaneous. All notices and other communications in connection with this Agreement shall be in writing sent to the addresses set forth below. Nothing in this Agreement shall be construed as creating an agency, partnership, joint venture, employment or any other form of legal association between the parties, other than as explicitly set forth herein. This Agreement (i) constitutes the entire agreement between the parties with respect to the consulting services provided for herein and supersedes any previous oral or written agreements, arrangements or understandings relating thereto, (ii) shall be governed by the laws of the State of New York (other than the conflicts of laws provisions thereof), and each party consents to (and waives any objection to) the jurisdiction of and venue in the state and municipal courts located in the City of New York, New York and the United States District Court for the Southern District of New York (iii) may be amended, terminated or waived only in a writing signed by both parties, and (iv) may not be assigned or subcontracted, in whole or in part, directly or indirectly, by operation of law or otherwise, by Consultant. Any forbearance or delay on the part of either party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision. If any provision of this Agreement is held unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such holding shall not impair the validity, legality or enforceability of the remaining provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27 day of June, 2019.

June 27, 2019

PATRICK LYONS

By: /s/ PATRICK LYONS

Name: Patrick Lyons

Signature of Executive

June 27, 2019

HUDSON GLOBAL, INC.

By: /s/ JEFFREY E. EBERWEIN

Name: Jeffrey E. Eberwein

Signature of Authorized Representative