

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No.)¹

Hudson Global, Inc.
(Name of Issuer)

Common Stock, par value \$0.001 per share
(Title of Class of Securities)

443787106
(CUSIP Number)

JEFFREY E. EBERWEIN
53 Forest Avenue, Suite 102
Old Greenwich, Connecticut 06870
(203) 489-9500

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

May 12, 2021
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON JEFFREY E. EBERWEIN	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 138,153*
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 138,153*
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 138,153*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.1%	
14	TYPE OF REPORTING PERSON IN	

* Excludes 87,833 share units under the Issuer's 2009 Incentive Stock and Awards Plan, as amended and restated, which are payable in shares of common stock up to 90 days following Mr. Eberwein ceasing to provide service to the Issuer, and therefore are not considered to be beneficially owned.

The following constitutes the Schedule 13D filed by the undersigned (the "Schedule 13D").

Item 1. Security and Issuer.

This statement relates to the common stock, par value \$0.001 per share (the "Shares"), of Hudson Global, Inc., a Delaware corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 53 Forest Avenue, Suite 102, Old Greenwich, Connecticut 06870.

Item 2. Identity and Background.

- (a) This statement is filed by Jeffrey E. Eberwein. Mr. Eberwein is referred to as the Reporting Person.
- (b) The address of the principal office of the Reporting Person is 53 Forest Avenue, Suite 102, Old Greenwich, Connecticut 06870.
- (c) The principal occupation of Mr. Eberwein is serving as the Chief Executive Officer and as a director of the Issuer.
- (d) Mr. Eberwein has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) Other than as set forth herein, Mr. Eberwein has not, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws. On February 14, 2017, the Securities and Exchange Commission ("SEC") issued an order (Securities Exchange Act Release No. 80038) (the "Order") relating to allegations that certain groups of investors failed to properly disclose ownership information during a series of five campaigns to influence or exert control over microcap companies. The Order alleged violations of Section 13(d)(1) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 13d-1 thereunder, Section 13(d)(2) of the Exchange Act and Rule 13d-2(a) thereunder and Section 16(a) of the Exchange Act and Rules 16a-2 and 16a-3 thereunder by Mr. Eberwein and a hedge fund adviser headed by him, Lone Star Value Management, LLC ("Lone Star"), a mutual fund adviser and another investor. Without admitting or denying the findings, they consented to the Order and agreed to cease and desist from committing any violations of the above-referenced Exchange Act provisions and civil penalties of \$90,000 for Mr. Eberwein, \$120,000 for Lone Star, \$180,000 for the mutual fund advisor and \$30,000 for the other investor. On February 24, 2020, the SEC issued an order (Securities Exchange Act Release No. 5448) (the "Advisers Act Order") relating to allegations, among other things, that Lone Star failed to properly disclose certain specific transactions in advance and obtain client consent for these transaction prior to their completion and that Lone Star failed to implement certain written policies and procedures. The Advisers Act Order alleged violations of Section 206(3) and 206(4) of the Investment Advisers Act of 1940 ("Advisers Act") and Rule 206(4)-7 thereunder by Mr. Eberwein and Lone Star. Without admitting or denying the findings, they consented to the Advisers Act Order and agreed to cease and desist from committing or causing any violations of the above-referenced Advisers Act provisions, for Lone Star to be censured and to pay civil penalties of \$25,000 for Mr. Eberwein and \$100,000 for Lone Star.

- (f) Mr. Eberwein is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

The 138,153 Shares beneficially owned by Mr. Eberwein were acquired via a combination of purchases with personal funds in the open market and a pro rata in-kind distribution from certain funds managed by Mr. Eberwein. Such Shares excludes 87,833 share units under the Issuer's 2009 Incentive Stock and Awards Plan, as amended and restated, which are payable in Shares up to 90 days following Mr. Eberwein ceasing to provide service to the Issuer, and therefore are not considered to be beneficially owned.

The aggregate purchase price of the 138,153 Shares purchased in the open market is approximately \$4,166,141, excluding brokerage commissions.

Item 4. Purpose of Transaction.

On December 14, 2020, Mr. Eberwein entered into a Purchase Trading Plan (the "Trading Plan") with Clear Street, LLC (the "Broker") for the purpose of establishing a trading plan to effect purchases of Shares of the Issuer in compliance with all applicable laws, including, without limitation, Section 10(b) of the Exchange Act and the rules and regulations promulgated thereunder, including, but not limited to, Rule 10b5-1.

Mr. Eberwein is Chief Executive Officer and a director of the Issuer. Except in Mr. Eberwein's capacity as an officer and a director of the Issuer, the Reporting Person does not have any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein. The Reporting Person reserves the right to increase or decrease his position in the Issuer through, among other things, the purchase or sale of securities of the Issuer on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Person may deem advisable. The Reporting Person reserves the right to change their intention with respect to any and all matters referred to in this Item 4.

Item 5. Interest in Securities of the Issuer.

The aggregate percentage of Shares reported owned by the Reporting Person is based upon 2,687,567 Shares outstanding as of April 23, 2021, which is the total number of Shares outstanding as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2021 filed with the SEC on May 7, 2021.

A. Mr. Eberwein

- (a) As of the close of business on May 24, 2021, Mr. Eberwein beneficially owned 138,153 Shares.

Percentage: Approximately 5.1%

- (b) 1. Sole power to vote or direct vote: 138,153
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 138,153
4. Shared power to dispose or direct the disposition: 0

- (c) Schedule A annexed hereto lists all transactions in the Shares of the Issuer by Mr. Eberwein during the past sixty (60) days. All of such transactions were effected in the open market pursuant to the Trading Plan.

- (d) No person other than the Reporting Person is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

On December 14, 2020, Mr. Eberwein entered into the Trading Plan. The Trading Plan allows for the purchase of up to an aggregate of 150,000 Shares by the Broker on behalf of Mr. Eberwein. Shares purchased pursuant to the Trading Plan may only be purchased in accordance with trading requirements adopted by Mr. Eberwein, and there can be no assurance as to how many Shares, if any, will be purchased pursuant to the Agreement or at what price any such Shares will be purchased.

A copy of the Trading Plan is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

Other than as described herein, there are no contracts, arrangements, understandings or relationships between the Reporting Person, or any other person, with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

99.1 Purchase Trading Plan, dated December 14, 2020.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: May 24, 2021

/s/ Jeffrey E. Eberwein
JEFFREY E. EBERWEIN

SCHEDULE A**Transactions in the Shares During the Past 60 Days**

Shares of Common Stock <u>Purchased / (Sold)</u>	Price Per <u>Share(\$)</u> ¹	Date of <u>Purchase / Sale</u>
500	17.93 ²	3/25/2021
500	17.53 ²	3/26/2021
100	17.02	3/29/2021
500	17.40 ³	3/30/2021
500	17.39 ³	3/31/2021
500	16.63 ³	4/01/2021
500	16.88 ⁴	4/05/2021
500	16.82 ⁴	4/07/2021
500	17.78 ⁵	4/08/2021
500	18.17 ⁵	4/09/2021
500	17.99 ⁵	4/12/2021
500	17.76 ⁶	4/13/2021
500	17.35 ⁶	4/14/2021
428	17.64 ⁷	4/16/2021
500	17.48 ⁷	4/19/2021
500	17.03 ⁷	4/20/2021
500	17.21 ⁸	4/21/2021
500	17.34 ⁸	4/23/2021
500	17.58	4/26/2021
500	18.10 ⁹	4/27/2021
500	18.14 ⁹	4/28/2021
500	18.23 ¹⁰	4/29/2021
500	17.70	4/30/2021
500	18.36 ¹⁰	5/03/2021
500	18.30 ¹¹	5/04/2021
500	17.99 ¹¹	5/05/2021
500	18.00	5/06/2021
500	18.19 ¹²	5/07/2021
500	18.98 ¹²	5/10/2021
500	18.44 ¹²	5/11/2021
500	18.65	5/12/2021
500	18.69 ¹³	5/13/2021
500	17.88	5/14/2021
500	17.53 ¹⁴	5/17/2021
500	17.95 ¹⁴	5/18/2021
500	17.99 ¹⁵	5/20/2021
500	17.84 ¹⁵	5/21/2021
500	18.50 ¹⁵	5/24/2021

¹ The prices reported in this column are a weighted average prices. Mr. Eberwein undertakes to provide the Issuer and any security holder of the Issuer, or the staff of the Securities and Exchange Commission, upon request, full information regarding the number of shares purchased at each separate price such shares were purchased.

² These shares were purchased in multiple transactions at prices ranging from \$17.52 to \$17.94, inclusive.

³ These shares were purchased in multiple transactions at prices ranging from \$16.55 to \$17.80, inclusive.

⁴ These shares were purchased in multiple transactions at prices ranging from \$16.65 to \$16.90, inclusive.

⁵ These shares were purchased in multiple transactions at prices ranging from \$17.76 to \$18.20, inclusive.

⁶ These shares were purchased in multiple transactions at prices ranging from \$17.28 to \$17.81, inclusive.

⁷ These shares were purchased in multiple transactions at prices ranging from \$16.98 to \$17.84, inclusive.

⁸ These shares were purchased in multiple transactions at prices ranging from \$17.17 to \$17.49, inclusive.

⁹ These shares were purchased in multiple transactions at prices ranging from \$17.97 to \$18.21, inclusive.

¹⁰ These shares were purchased in multiple transactions at prices ranging from \$18.01 to \$18.49, inclusive.

¹¹ These shares were purchased in multiple transactions at prices ranging from \$17.95 to \$18.31, inclusive.

¹² These shares were purchased in multiple transactions at prices ranging from \$17.90 to \$19.00, inclusive.

¹³ These shares were purchased in multiple transactions at prices ranging from \$18.65 to \$18.70, inclusive.

¹⁴ These shares were purchased in multiple transactions at prices ranging from \$17.51 to \$17.99, inclusive.

¹⁵ These shares were purchased in multiple transactions at prices ranging from \$17.75 to \$18.94, inclusive.

Clear Street, LLC

Rule 10b5-1 Purchase Trading Plan

Jeffrey E. Eberwein (“Buyer”) hereby adopts this Purchase Plan (“Purchase Plan”) dated December 14, 2020, between Buyer and Clear Street, LLC (“Broker”), acting as agent.

Recital

This Purchase Plan is being entered into between Buyer and Broker to establish a trading plan for Buyer that complies with the requirements of Rule 10b5-1(c) (1) and, to the extent applicable, Rule 10b-18 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Buyer is establishing this Purchase Plan to acquire for Buyer shares of the common stock, par value \$0.001 per share (the “Stock”), of Hudson Global, Inc. (the “Issuer”).

A. *Implementation of the Plan*

1. Buyer hereby appoints Broker to purchase shares of Stock pursuant to the terms and conditions set forth below. Subject to such terms and conditions, Broker hereby accepts such appointment.
2. Broker is authorized to begin purchasing Stock pursuant to this Purchase Plan on January 15, 2021 (which shall be no earlier than 30 days from the date this Purchase Plan is adopted) and shall cease purchasing Stock on the earliest to occur of the date on which Broker receives notice of the death of Purchaser, as soon as reasonably practical after learning that the Issuer or any other person publicly announces a tender or exchange offer with respect to the Stock, the date of public announcement of a merger, acquisition, reorganization, recapitalization or comparable transaction affecting the securities of the Issuer as a result of which the Stock is exchanged or converted into shares of another company, the date on which Broker receives notice of the commencement of any proceedings in respect of or triggered by Buyer’s bankruptcy or insolvency and:
 - January 15, 2022; and
 - the date that an aggregate of 150,000 shares of Stock are purchased pursuant to this Purchase Plan.(the “Plan Purchase Period”).
3. (a) Broker shall effect purchases of the Stock in accordance with Exhibit A attached hereto.
 - (b) Subject to the restrictions set forth in Exhibit A, Broker shall buy the Maximum Amount (as defined in Exhibit A) on any Trading Day under ordinary principles of best execution at the then-prevailing market price.
 - (c) If, consistent with ordinary principles of best execution or for any other reason, Broker cannot buy the Maximum Amount prior to the last Trading Day of the Plan Purchase Period, Broker’s authority to buy such shares for the account of Buyer under this Purchase Plan shall terminate. A “Trading Day” is any day during the Plan Purchase Period that the Nasdaq Global Market (the “Principal Market”) is open for business and the Stock trades regular way on the Principal Market.

(d) The Maximum Amount and the Maximum Purchase Prices (as defined in Exhibit A), if applicable, shall be adjusted automatically on a proportionate basis to take into account any Stock split, reverse Stock split or Stock dividend with respect to the Stock or any change in capitalization with respect to the Issuer that occurs during the Plan Purchase Period.

4. Broker shall not buy Stock hereunder at any time when:

- (i) Broker, in its sole discretion, has determined that a market disruption, banking moratorium, outbreak or escalation of hostilities or other crisis or calamity has occurred; or
- (ii) Broker, in its sole discretion, has determined that it is prohibited from doing so by a legal, contractual or regulatory restriction applicable to it or its affiliates or to Buyer or Buyer's affiliates (other than any such restriction relating to Buyer's possession or alleged possession of material nonpublic information about the Issuer or the Stock); or
- (iii) Broker has received notice from the Issuer or Buyer of the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit B hereto; or
- (iv) Broker has received notice from Buyer to terminate the Purchase Plan in accordance with paragraph C.1 below.

5. Broker may purchase Stock on any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise.

B. Buyer's Representations, Warranties and Covenants. Buyer hereby represents warrants and covenants that:

- 1. Buyer is not aware of any material nonpublic information concerning the Issuer or its securities. Buyer is entering into this Purchase Plan in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws.
- 2. While this Purchase Plan is in effect, Buyer agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the securities covered by this Purchase Plan and agrees, except as expressly permitted herein, not to alter or deviate from the terms of this Purchase Plan.
- 3. (a) Buyer has provided Broker with a certificate dated as of the date hereof signed by the Issuer substantially in the form of Exhibit B hereto.

(b) Buyer agrees to notify Broker's compliance office by telephone at the number set forth in paragraph F.5 below as soon as practicable if Buyer becomes aware of the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit B hereto. Such notice shall indicate the anticipated duration of the restriction, but shall not include any other information about the nature of the restriction or its applicability to Buyer and shall not in any way communicate any material nonpublic information about the Issuer or its securities to Broker. Such notice shall be in addition to the notice required to be given to Broker by the Issuer pursuant to the certificate set forth as Exhibit B hereto.

4. The execution and delivery of this Purchase Plan by Buyer and the transactions contemplated by this Purchase Plan will not contravene any provision of applicable law or any agreement or other instrument binding on Buyer or any judgment, order or decree of any governmental body, agency or court having jurisdiction over Buyer.
5. Buyer agrees that until this Purchase Plan has been terminated as permitted herein Buyer shall not (i) enter into a binding contract with respect to the purchase of the Stock with another broker, dealer, financial institution or other party (each, a "Financial Institution"), (ii) instruct another Financial Institution to purchase or buy the Stock, or (iii) adopt a plan for trading with respect to Stock other than this Purchase Plan.
6. Buyer agrees that it shall not, directly or indirectly, communicate any material nonpublic information relating to the Stock or the Issuer to any employee of Broker or its affiliates who is involved, directly or indirectly, in executing this Purchase Plan at any time while this Purchase Plan is in effect.
7. Buyer agrees that Buyer shall at all times during the Plan Purchase Period (as defined), in connection with the performance of this Purchase Plan, comply with all applicable laws, including, without limitation, Section 16 of the Exchange Act and the rules and regulations promulgated thereunder, and make all filings, if any, required under Sections 13(d), 13(g) and 16 of the Exchange Act in a timely manner, to the extent any such filings are applicable to Buyer.
8. Buyer acknowledges and agrees that Buyer does not have, and shall not attempt to exercise, any influence over how, when or whether to effect purchases of the Stock pursuant to this Purchase Plan.
9. Broker may purchase the Stock on any national securities exchange, in the over the counter market, on an automated trading system or otherwise. Broker or one of its affiliates may make a market in the Stock and may act as principal in executing purchases under the Purchase Plan. To the extent that Broker administers other trading plans relating to Issuer's securities, Broker may aggregate orders for Buyer with orders under other persons' trading plans for execution in a block and allocate each execution on a pro rata basis to each person and Buyer. In the event of partial execution of block orders, Broker shall allocate all the Stock actually purchased on a particular day pursuant to all Rule 10b5-1 trading plans concerning Issuer's securities that Broker manages pro rata based on the ratio of (x) the number of shares to be purchased pursuant to the order instructions of each trading plan to (y) the total number of shares to be purchased under all trading plans having the same type of order instructions.

C. Termination

1. This Purchase Plan may not be terminated prior to the end of the Plan Purchase Period, except that:
 - (i) it may be terminated at any time by written notice from Buyer received by Broker's compliance office at the address or fax number set forth in paragraph F.5 below for any reason as long as such termination is made in good faith and not as part of a plan or scheme to evade the insider trading rules and Buyer represents that to Broker in such notice, with reasons for a permitted termination including, but not limited to, where legal or regulatory restrictions applicable to Buyer or Buyer's affiliates (other than any such restrictions relating to Buyer's possession or alleged possession of material nonpublic information about the Issuer or the Stock) would prevent Broker from buying Stock for Buyer's account during the Plan Purchase Period; and
 - (ii) it may be suspended or, at Broker's option, terminated if Broker has received notice from the Issuer of the occurrence of any event contemplated by paragraph 3 of the certificate set forth as Exhibit B hereto.
2. Notwithstanding the foregoing, if this Purchase Plan is terminated or suspended for any reason, trading under this Purchase Plan may not recommence until after the Issuer's public announcement of its financial results of the fiscal quarter during which such termination occurs.

D. Indemnification; Limitation of Liability

1. (a) Buyer agrees to indemnify and hold harmless Broker and its directors, officers, employees and affiliates from and against all claims, losses, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) arising out of or attributable to Broker's actions taken or not taken in compliance with this Purchase Plan or arising out of or attributable to any breach by Buyer of this Purchase Plan (including Buyer's representations and warranties hereunder) or any violation by Buyer of applicable laws or regulations.
 - (b) Notwithstanding any other provision hereof, Broker shall not be liable to Buyer for:
 - (i) special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen; or
 - (ii) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as "acts of God".

(c) Notwithstanding any other provision hereof, Broker shall not be liable to Buyer for (i) the exercise of discretionary authority or discretionary control under this Purchase Plan, if any, or (ii) any failure to effect a purchase required by paragraph A, except for failures to effect purchases as a result of the gross negligence or willful misconduct of Broker.

2. Buyer has consulted with Buyer's own advisors as to the legal, tax, business, financial and related aspects of, and has not relied upon Broker or any person affiliated with Broker in connection with, Buyer's adoption and implementation of this Purchase Plan.
3. Buyer acknowledges and agrees that in performing Buyer's obligations hereunder neither Broker nor any of its affiliates nor any of their respective officers, employees or other representatives is exercising any discretionary authority or discretionary control respecting management of Buyer's assets, or exercising any authority or control respecting management or disposition of Buyer's assets, or otherwise acting as a fiduciary (within the meaning of Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended, or Section 2510.3-21 of the Regulations promulgated by the United States Department of Labor) with respect to Buyer or Buyer's assets. Without limiting the foregoing, Buyer further acknowledges and agrees that neither Broker nor any of its affiliates nor any of their respective officers, employees or other representatives has provided any "investment advice" within the meaning of such provisions, and that no views expressed by any such person will serve as a primary basis for investment decisions with respect to Buyer's assets.

E. Agreement to Arbitrate

The arbitration provisions of the Trading Services Agreement are incorporated by reference.

F. General

1. Buyer shall pay Broker a commission per share of Stock purchased as set forth in Exhibit A.
2. Buyer and Broker acknowledge and agree that this Purchase Plan is a "securities contract," as such term is defined in Section 741(7) of Title 11 of the United States Code (the "Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code.
3. This Purchase Plan constitutes the entire agreement between the parties with respect to this Purchase Plan and supersedes any prior agreements or understandings with regard to the Purchase Plan.
4. (a) This Purchase Plan may be amended by Buyer only upon the written consent of Broker and receipt by Broker of the following documents, each dated as of the date of such amendment:
 - (i) a representation signed by the Issuer substantially in the form of Exhibit B hereto; and

(ii) a certificate signed by Buyer certifying that the representations and warranties of Buyer contained in this Purchase Plan are true at and as of the date of such certificate as if made at and as of such date.

(b) Once each of the aforementioned documents is received by Broker, this Purchase Plan, as modified, shall be effective immediately so long as the Issuer is in an open trading window.

5. All notices to Broker under this Purchase Plan shall be given to Broker's compliance office in the manner specified by this Purchase Plan by confirmed email to jvencil@clearstreet.io or by certified mail to the address below:

Clear Street, LLC
55 Broadway, Suite 2103
New York, NY 10006
(646) 738-3807
Attn.: Joe Vencil

6. Buyer's rights and obligations under this Purchase Plan may not be assigned or delegated without the written permission of Broker.
7. This Purchase Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
8. If any provision of this Purchase Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Purchase Plan will continue and remain in full force and effect.
9. This Purchase Plan shall be governed by and construed in accordance with the internal laws of the State of New York and may be modified or amended only by a writing signed by the parties hereto.
10. The Buyer understands that, due to the manual process involved in executing and reporting trades on the floor of the New York Stock Exchange ("NYSE"), a trade that is otherwise compliant with the price restrictions of Rule 10b-18 may appear to have been effected outside of the price restriction. Such a condition typically occurs as a result of the delays inherent in the NYSE specialist process of reporting a trade to the consolidated tape. In those instances where there is a delay between the execution and reporting of a trade by the specialist on the NYSE floor, a trade reported to the consolidated tape by another market may cause the NYSE trade report to appear as an "uptick", i.e., a trade executed at a price higher than the highest independent bid or last sale price. These conditions are more likely to occur in actively traded stocks.

NOTICE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN PARAGRAPH E.

IN WITNESS WHEREOF, the undersigned have signed this Purchase Plan as of the date first written above.

Jeffrey E. Eberwein

/s/ Jeffrey E. Eberwein

Clear Street, LLC.

By: /s/ Chris Pento

Name: Chris Pento

Title: CEO