
**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**

**September 27, 2018
Date of Report (Date of earliest event reported)**

PRGX Global, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Georgia
(State or Other Jurisdiction of Incorporation)

0-28000
(Commission
File Number)

58-2213805
(IRS Employer
Identification No.)

600 Galleria Parkway, Suite 100, Atlanta, Georgia
(Address of Principal Executive Offices)

30339-5949
(Zip Code)

770-779-3900
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(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))

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 1.01. Entry into a Material Definitive Agreement.

On September 28, 2018, PRGX Global, Inc. (the “Company”), its wholly-owned subsidiary PRGX USA, Inc. (the Company and PRGX USA, Inc. are collectively referred to as the “Borrowers”), and each of the Company’s subsidiaries that are guarantors (the “Guarantors”) under the SunTrust Credit Agreement (as defined herein) entered into a Twelfth Loan Documents Modification Agreement (the “Amendment”) with SunTrust Bank as Administrative Agent, the sole Lender and Issuing Bank (“SunTrust”), which amends that certain Amended and Restated Revolving Credit Agreement, dated as of December 23, 2014, as amended, by and among the Borrowers and SunTrust (the “SunTrust Credit Agreement”).

The Amendment amended the SunTrust Credit Agreement to modify the minimum fixed charge coverage ratio required for the Company with respect to the Company’s fiscal quarter ended September 30, 2018. The Amendment also clarified that the Company’s right to repurchase or otherwise reacquire its outstanding common stock also applies to the repurchase or other reacquisition of outstanding options or warrants to acquire shares of the Company’s common stock.

A copy of the Amendment is attached to this Current Report as Exhibit 10.1 and is incorporated herein by reference. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment.

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

On September 27, 2018, the Company entered into a Separation Agreement (the “Separation Agreement”) with Deborah M. Schleicher, the Company’s prior Chief Financial Officer, Treasurer and Controller. Pursuant to the Separation Agreement, the employment agreement between the Company and Ms. Schleicher was terminated. Ms. Schleicher’s active service as Chief Financial Officer, Treasurer and Controller ended on August 30, 2018 and her employment with the Company terminated effective as of September 29, 2018. The other material terms of the Separation Agreement are as follows:

1. Post-employment Compensation. The Separation Agreement provides for the Company to pay severance to Ms. Schleicher in the form of salary continuation for six (6) months from the date of termination of Ms. Schleicher’s employment to be paid in accordance with the Company’s standard pay practices. Ms. Schleicher will also receive the actual earned full-year bonus, if any, that she would have received for 2018, pro-rated based on the number of days she was employed. Such bonus, if any, will be paid at the time such bonus would otherwise have been paid had Ms. Schleicher continued employment. The Company will permit Ms. Schleicher to continue healthcare plan coverage for herself, her spouse, and her eligible dependents for a period of six (6) months from the termination date on the same basis and at the same cost as if she remained employed, provided that such coverage shall terminate in the event Ms. Schleicher becomes eligible for coverage under another employer’s plan. A prorated number of Ms. Schleicher’s outstanding unvested options and shares of restricted stock that would have vested based solely on the continued employment of Ms. Schleicher through the first applicable vesting date immediately following the date of termination of Ms. Schleicher’s employment based on the number of months elapsed since the immediately preceding vesting date (or, if none, since the grant date) will vest in full on the date which the applicable revocation period expires under a release agreement executed by Ms. Schleicher, provided that Ms. Schleicher has not elected to revoke the release. Ms. Schleicher’s outstanding stock options will remain outstanding until the earlier of (a) one year from the termination date or (b) the original expiration date of the options. The Separation Agreement also provides for the Company to make a single lump sum payment to Ms. Schleicher in the aggregate amount of \$50,000 on the first bi-weekly payroll date for the Company occurring after the date upon which the revocation period expires under the release agreement executed by Ms. Schleicher, provided that Ms. Schleicher has not elected to revoke the release and on which it is administratively practicable to make such payment. Ms. Schleicher is also entitled to one year of outplacement services of up to \$20,000.

2. Business Protection Agreements. Ms. Schleicher is bound by confidentiality provisions, non-competition covenants and non-solicitation restrictions concerning both customers and employees of the Company.

3. Release. Ms. Schleicher will execute and deliver to the Company a release, pursuant to which Ms. Schleicher will agree to release all claims, causes of action, liabilities or demands of any kind or nature, known or unknown, arising on or before the date of the release against the Company and its subsidiaries and affiliates and their respective officers, directors, employees, agents, insurers, assigns and successors in interest, subject to the expiration of the applicable revocation period under the release.

The foregoing description is qualified in its entirety by reference to the Separation Agreement, a copy of which is filed herewith as Exhibit 10.2 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

The following exhibits are filed herewith:

- 10.1 Twelfth Loan Documents Modification Agreement dated September 28, 2018, by and among PRGX Global, Inc. and PRGX USA, Inc., as borrowers, the other direct and indirect subsidiaries of PRGX Global, Inc. signatory thereto, and SunTrust Bank, as administrative agent, the sole lender and issuing bank
- 10.2 Separation Agreement dated September 27, 2018, by and between Deborah M. Schleicher and the Company

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibits</u>
10.1	<u>Twelfth Loan Documents Modification Agreement dated September 28, 2018, by and among PRGX Global, Inc. and PRGX USA, Inc., as borrowers, the other direct and indirect subsidiaries of PRGX Global, Inc. signatory thereto, and SunTrust Bank, as administrative agent, the sole lender and issuing bank</u>
10.2	<u>Separation Agreement dated September 27, 2018, by and between Deborah M. Schleicher and the Company</u>

SIGNATURES

Pursuant to the requirements of Section 12 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.

PRGX Global, Inc.

By: /s/ Victor A. Allums
Victor A. Allums
Senior Vice President, Secretary and
General Counsel

Dated: October 2, 2018

TWELFTH LOAN DOCUMENTS MODIFICATION AGREEMENT

THIS TWELFTH LOAN DOCUMENTS MODIFICATION AGREEMENT (this "Amendment") is made and entered into as of the 28th day of September, 2018, by and among PRGX GLOBAL, INC., a Georgia corporation ("PRGX"), PRGX USA, INC., a Georgia corporation ("PRG-USA") (PRGX and PRG-USA are each individually, a "Borrower", and collectively, the "Borrowers"), each of the Subsidiaries of PRGX listed as a "Guarantor" on the signature pages hereto (each such Subsidiary individually, a "Guarantor", and collectively, the "Guarantors"), and SUNTRUST BANK, as Administrative Agent, the sole Lender and Issuing Bank.

BACKGROUND STATEMENT

WHEREAS, Borrowers have entered into that certain Amended and Restated Revolving Credit Agreement, dated as of December 23, 2014 (as may have been and may be subsequently amended, restated, supplemented or otherwise modified from time-to-time, the "Credit Agreement"; all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement), with the Administrative Agent, the issuing bank thereunder and the lenders from time to time party thereto (the "Lenders"); and

WHEREAS, Borrowers and Guarantors have entered into various other instruments, agreements, documents and writings in connection with the Credit Agreement (as may have been and may be subsequently amended, restated, supplemented or otherwise modified from time-to-time, collectively, the "Loan Documents"); and

WHEREAS, Borrowers have requested that the Credit Agreement be amended in certain respects as herein provided in order to clarify or modify certain existing provisions contained therein, and in connection therewith, Administrative Agent, the Issuing Bank and the Lenders have requested that the Credit Agreement also be amended in certain further respects as herein provided, all as more specifically set forth herein; and

WHEREAS, the parties hereto are willing to amend the Credit Agreement as aforesaid, provided, however, that Borrowers and Guarantors fully comply with the provisions of this Amendment; and

WHEREAS, Guarantors are willing to reaffirm the covenants, representations and warranties set forth in the Subsidiary Guaranty Agreement.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged by the parties hereto, Borrowers, Guarantors, Administrative Agent, the sole Lender and Issuing Bank agree as follows:

1. Conditions Precedent. Notwithstanding any other provision of this Amendment, and without affecting in any manner the rights of Administrative Agent, the sole Lender or the Issuing Bank hereunder, it is understood and agreed that this Amendment shall not become effective, and the Loan Parties shall have no rights under this Amendment, until Administrative Agent shall have received:

- (i) fully executed counterparts to this Amendment from the Loan Parties; and

(ii) reimbursement or payment of all its reasonable out-of-pocket expenses incurred in connection with this Amendment (including, without limitation, reasonable fees, charges and disbursements of counsel to Administrative Agent).

2. Modification of Credit Agreement. The Credit Agreement is hereby amended, effective as of the date hereof, as follows:

(i) By amending and restating Section 6.2, as follows:

Section 6.2 Fixed Charge Coverage Ratio. The Borrowers will maintain, as of the end of each Fiscal Quarter (commencing with the Fiscal Quarter ending March 31, 2017), a Fixed Charge Coverage Ratio of not less than the below ratios for the corresponding Fiscal Quarters:

<u>Fiscal Quarter End</u>	<u>Fixed Charge Coverage Ratio</u>
12/31/16 and each Fiscal Quarter thereafter through and including the Fiscal Quarter ending 12/31/17	1.10 : 1.00
3/31/18 and 6/30/18	1.25 : 1.00
9/30/18	1.00 : 1.00
12/31/18 and each Fiscal Quarter thereafter	1.25 : 1.00

(ii) By amending and restating the final paragraph of Section 7.1 immediately following clause (l) thereof, as follows:

The Borrowers will not, and will not permit any of their respective Subsidiaries to, issue any preferred stock or other preferred equity interests that (i) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (ii) is or may become redeemable or repurchasable by such Borrower or such Subsidiary at the option of the holder thereof, in whole or in part or (iii) is convertible or exchangeable at the option of the holder thereof for Indebtedness or preferred stock or any other preferred equity interests described in this paragraph, on or prior to, in the case of clause (i), (ii) or (iii), the first anniversary of the Revolving Commitment Termination Date (any such preferred stock or other preferred equity interests described in clause (i), (ii) or (iii) being herein referred to as "Disqualified Stock").

(iii) By amending and restating subsection (h) of Section 7.4 to read in its entirety as follows:

(h) To the extent permitted by Section 7.5(iv), PRGX's redemption, purchase or repurchase of its Capital Stock (other than Disqualified Stock) pursuant to open-market purchases, privately negotiated transactions or otherwise;

(iv) By amending and restating clause (iv) of Section 7.5 to read in its entirety as follows:

(v) if no Event of Default exists and is continuing (or would result therefrom), the redemption, purchase or repurchase of PRGX's Capital Stock (other than Disqualified Stock) by PRGX pursuant to any open-market purchases, privately negotiated transactions or otherwise.

3. Ratification and Reaffirmation. Except as herein expressly modified or amended, all the terms and conditions of the Credit Agreement and the other Loan Documents are hereby ratified, affirmed, and approved. As of the date hereof and giving effect to the modifications and amendments hereunder, Borrowers and Guarantors hereby reaffirm and restate each and every warranty and representation set forth in any Loan Document, in each case except to the extent such warranty or representation expressly relates to an earlier date.

4. Reaffirmation of Guaranty. Guarantors hereby ratify, confirm, reaffirm and covenant that the Subsidiary Guaranty Agreement which they have executed is validly existing and binding against each of them under the terms of such Subsidiary Guaranty Agreement. Guarantors hereby reaffirm and restate, as of the date hereof and giving effect to the modifications and amendments hereunder, all covenants, representations and warranties set forth in the Subsidiary Guaranty Agreement, and specifically reaffirm that each of their obligations under the Subsidiary Guaranty Agreement extend and apply for all purposes to the Credit Agreement as amended hereby.

5. No Novation. The parties hereto hereby acknowledge and agree that this Amendment shall not constitute a novation of the indebtedness evidenced by any of the Loan Documents, and further that the terms and provisions of the Loan Documents shall remain valid and in full force and effect except as be herein modified and amended.

6. Release. For purposes of this Paragraph 6, the term "Borrower Parties" shall mean Borrowers and Guarantors collectively and the term "Lender Parties" shall mean Administrative Agent, Lenders and Issuing Bank, and shall include each of their respective predecessors, successors and assigns, and each past and present, direct and indirect, parent, subsidiary and affiliated entity of each of the foregoing, and each past and present employee, agent, attorney in fact, attorney at law, representative, officer, director, shareholder, partner and joint venturer of each of the foregoing, and each heir, executor, administrator, successor and assign of each of the foregoing; references in this paragraph to "any" of such parties shall be deemed to mean "any one or more" of such parties; and references in this sentence to "each of the foregoing" shall mean and refer cumulatively to each party referred to in this sentence up to the point of such reference. Each Borrower and each Guarantor hereby acknowledges, represents

and agrees: that, as of the date hereof, Borrowers and Guarantors have no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever with respect to the Credit Agreement, the Subsidiary Guaranty Agreement, the other Loan Documents or the Obligations, or with respect to any other documents or instruments now or heretofore evidencing, securing or in any way relating to the Obligations (all of said defenses, setoffs, claims, counterclaims or causes of action being hereinafter referred to as "Loan Related Claims"); that, to the extent that Borrowers or Guarantors may be deemed to have any Loan Related Claims as of the date hereof, Borrowers and Guarantors do hereby expressly waive, release and relinquish any and all such Loan Related Claims, whether or not known to or suspected by Borrowers and Guarantors; that Borrowers and Guarantors shall not institute or cause to be instituted any legal action or proceeding of any kind based upon any Loan Related Claims; and that Borrowers and Guarantors shall indemnify, hold harmless and defend all Lender Parties from and against any and all Loan Related Claims and any and all losses, damages, liabilities and related reasonable expenses (including reasonable fees, charges and disbursements of any counsel for any Lender Parties) suffered or incurred by any Lender Parties as a result of any assertion or allegation by any Borrower Parties of any Loan Related Claims or as a result of any legal action related thereto, provided that such indemnity shall not, as to any Lender Parties, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from (i) the gross negligence or willful misconduct of such Lender Parties or (ii) a claim brought by any Borrower or Guarantor against any Lender Parties for breach in bad faith of such Lender Parties' obligations under any Loan Document. Notwithstanding the foregoing provisions of this Paragraph 8, Borrowers and Guarantors make no such releases, representations, warranties, standstills or agreements with respect to any future Loan Related Claims.

7. Authority. Each Borrower and Guarantor hereby represents and warrants that the execution, delivery and performance of this Amendment by it has been duly authorized by all necessary actions of each Borrower and Guarantor, and do not and will not violate any provision of law, or any writ, order or decree of any court or governmental authority or agency or any provision of the organizational documents of any Borrower or Guarantor, and do not and will not, with the passage of time or the giving of notice, result in a breach of, or constitute a default or require any consent under, or result in the creation of any Lien upon any property or assets of any Borrower or Guarantor pursuant to, any law, regulation, instrument or agreement to which any Borrower or Guarantor is a party or by which any Borrower or any Guarantor or any of their respective properties may be subject, bound or affected.

8. No Waiver or Implication. Borrowers and Guarantors hereby agree that, except as contemplated by the clarifying amendments to the Credit Agreement effected by this Amendment, nothing herein shall constitute a waiver by Administrative Agent or any Lender of any default, whether known or unknown, which may now exist under the Credit Agreement or any other Loan Document. Borrowers and Guarantors hereby further agree that no action, inaction or agreement by Administrative Agent or any Lender, including, without limitation, any extension, indulgence, waiver, consent or agreement of modification which may have occurred or have been granted or entered into (or which is now occurring or is being granted or entered into hereunder or otherwise) with respect to nonpayment of the Loans or any portion thereof, or with respect to matters involving security for the Loans, or with respect to any other matter

relating to the Loans, shall require or imply any future extension, indulgence, waiver, consent or agreement by Administrative Agent or any Lender. Borrowers and Guarantors hereby acknowledge and agree that Administrative Agent and Lenders have made no agreement, and are in no way obligated, to grant any future extension, indulgence, waiver or consent with respect to the Loans or any matter relating to the Loans.

9. No Release of Collateral Borrowers and Guarantors further acknowledge and agree that (x) this Amendment shall in no way occasion a release of any collateral held by Administrative Agent as security to or for the Loans; and (y) all collateral held by Administrative Agent as security to or for the Loans shall continue to secure the Loans.

10. Strict Compliance. Except as expressly modified hereby, Borrowers and Guarantors are hereby notified that Administrative Agent, the Issuing Bank and the Lenders demand that Borrowers and Guarantors strictly comply with the terms of this Amendment, the Credit Agreement and the other Loan Documents, in each case, as amended hereby. This notice evidences the intent of Administrative Agent, the Issuing Bank and the Lenders to rely on the exact terms of this Amendment and the Credit Agreement and the other Loan Documents, in each case, as amended hereby.

11. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original hereof and submissible into evidence and all of which together shall constitute one instrument.

12. Headings. The headings of the paragraphs and other provisions hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Amendment.

13. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Borrowers, Guarantors, Administrative Agent, Lenders, Issuing Bank and their respective heirs, successors and assigns, whether voluntary by act of the parties or involuntary by operation of law.

(Signatures on following pages)

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Borrowers:

PRGX GLOBAL, INC., a Georgia corporation

By: /s/ Ronald E. Stewart

Name: Ronald E. Stewart

Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX USA, INC., a Georgia corporation

By: /s/ Ronald E. Stewart

Name: Ronald E. Stewart

Title: President and Chief Executive Officer
[CORPORATE SEAL]

Guarantors:

PRGDS, LLC, a Georgia limited liability company

By: /s/ Ronald E. Stewart

Name: Ronald E. Stewart

Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGFS, INC., a Delaware corporation

By: /s/ Ronald E. Stewart

Name: Ronald E. Stewart

Title: President and Chief Executive Officer
[CORPORATE SEAL]

(Signatures continue on following page)

PRG INTERNATIONAL, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGTS, LLC, a Georgia limited liability company

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX ASIA, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX AUSTRALIA, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

(Signatures continue on following page)

Twelfth Loan Documents Modification Agreement

PRGX BELGIUM, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX BRASIL, LLC, a Georgia limited liability company

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX CANADA, LLC, a Georgia limited liability company

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX EUROPE, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

(Signatures continue on following page)

Twelfth Loan Documents Modification Agreement

PRGX FRANCE, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX GERMANY, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX MEXICO, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX NETHERLANDS, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

(Signatures continue on following page)

Twelfth Loan Documents Modification Agreement

PRGX NEW ZEALAND, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX PORTUGAL, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX SCANDINAVIA, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX SPAIN, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

(Signatures continue on following page)

PRGX SWITZERLAND, INC., a Georgia corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX TEXAS, INC., a Texas corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

PRGX COMMERCIAL LLC, a Georgia limited liability company

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

LAVANTE, INC., a Delaware corporation

By: /s/ Ronald E. Stewart
Name: Ronald E. Stewart
Title: President and Chief Executive Officer
[CORPORATE SEAL]

(Signatures continue on following page)

Administrative Agent, Lender and Issuing Bank:

SUNTRUST BANK, as Administrative Agent, the sole
Lender and Issuing Bank

By: /s/ Julie Lindberg

Name: Julie Lindberg

Title: Vice President

(End of signatures)

Twelfth Loan Documents Modification Agreement

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (this “Agreement”) is made and entered into on the 27th day of September, 2018, by and between **DEBORAH M. SCHLEICHER** (“Executive”) and **PRGX GLOBAL, INC.**, a Georgia corporation (“Company”). Executive and Company are sometimes hereinafter referred to together as the “Parties” and individually as a “Party.”

BACKGROUND:

A. Executive was employed as the Chief Financial Officer, Treasurer and Controller of Company pursuant to an employment agreement between Executive and Company effective as of May 21, 2018 (“Employment Agreement”).

B. Executive’s last date of active service was August 30, 2018.

C. Executive and Company now mutually desire to (i) provide for the end Executive’s employment and (ii) terminate the Employment Agreement effective as of the date hereof.

D. Company and Executive wish to avoid any disputes which could arise under the Employment Agreement and have therefore compromised any claims or rights they have or may have under the Employment Agreement by agreeing to the terms of this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination of Employment.** The Parties agree that (a) the Employment Agreement is hereby terminated as of the date hereof, (b) Executive’s employment with Company shall terminate effective September 29, 2018 (“Termination Date”) but Executive was removed from active service on August 30, 2018, and (c) all benefits, privileges and authorities related to Executive’s employment with Company shall hereby cease as of the date hereof, except as otherwise specifically set forth in this Agreement.

2. **No Admission.** The Parties agree that their entry into this Agreement is not and shall not be construed to be an admission of liability or wrongdoing on the part of either Party.

3. **Future Cooperation.** Executive agrees that, notwithstanding the termination of Executive’s employment and for a period of two years thereafter, Executive upon reasonable notice will make herself available to Company or its designated representatives for the purposes of: (a) providing information regarding the projects and files on which Executive worked for the purpose of transitioning such projects; and (b) providing information regarding any other matter, file, project and/or client with whom Executive was involved while employed by Company; provided that such cooperation shall not unreasonably interfere with Executive’s other business affairs. Company will reimburse the Executive for all reasonable out of pocket expenses incurred with such cooperation and, if such cooperation is to be rendered during the time after which no additional severance is owed to the Executive, shall compensate Executive for her services and time as a consultant at customary and market rates to be mutually agreed upon by the parties.

4. Consideration.

(a) In consideration for Executive's agreement to terminate the Employment Agreement, to fully release Company from any and all Claims as described below, and to perform the other duties and obligations of Executive contained herein, Company will, subject to ordinary and lawful deductions and Sections 4(b) and (c) below:

(i) Pay severance to Executive in the form of salary continuation for the six (6) months immediately following the Termination Date ("Severance Period"). Such payments shall be made in accordance with Company's standard pay practices in an amount equal to Twelve thousand three hundred and seven and 69/100 dollars (\$12,307.69) per bi-weekly pay period during the Severance Period.

(ii) Continue after the Termination Date any health care (medical, dental and vision) plan coverage, other than under a flexible spending account, provided to Executive and Executive's spouse and dependents at the Termination Date for the Severance Period, on a monthly or more frequent basis, on the same basis and at the same cost to Executive as available to similarly-situated active employees during such Severance Period, provided that such continued coverage shall terminate in the event Executive becomes eligible for any such coverage under another employer's plans.

(iii) Pay an amount equal to Executive's actual earned full-year bonus for 2018, pro-rated based on the number of days Executive was employed for such year on and before the Termination Date, payable at the time Executive's annual bonus for such year otherwise would have been paid had Executive continued employment. Payment of any pro-rated bonus hereunder will be dependent upon Company's achievement of certain financial performance goals established by the Compensation Committee for 2018 in the same manner as are applicable to similarly-situated executives of Company who participate in the annual bonus plan for 2018.

(iv) Vest, effective as of the date upon which the revocation period for the Release described in Section 4(b) below expires without Executive having elected to revoke the Release, a prorated number of the Executive's outstanding unvested options, restricted stock, restricted stock units and other equity-based awards that would have vested based solely on the continued employment of Executive through the first applicable vesting date immediately following the Termination Date for each type of such award (e.g., options, restricted stock, etc.) equal to the number of awards of such type that would vest as of such next vesting date multiplied by a fraction, the numerator of which is the number of monthly anniversaries that have occurred, as measured from the immediately preceding vesting date of such award (or, if none, since the date of grant of such award) to the date of termination of Executive's employment, and the denominator of which is the number of monthly anniversary dates between such immediately preceding vesting date of such award (or, if none, the date of grant of such award) and the first vesting date immediately following the Termination Date for such type of award. All of Executive's

outstanding vested stock options shall remain outstanding until the earlier of (i) one year after the Termination Date or (ii) the original expiration date of the options (disregarding any earlier expiration date provided for in any other agreement, including without limitation any related grant agreement, based solely on the termination of Executive's employment). Additionally, subject to the expiration of the revocation period for the Release described in Section 4(b) without Executive having elected to revoke the Release, a prorated number of Executive's outstanding unvested performance-based restricted stock units that were granted as of May 21, 2018 and Executive's outstanding unvested performance-based restricted stock units that were granted as of May 29, 2018 (collectively Executive's "Unvested PBUs") shall remain outstanding and be eligible to become vested and payable in accordance with the terms of such Unvested PBUs.

(v) Payment of one year of outplacement services from Jackson Stevens Inc., limited to Twenty thousand and 00/100 Dollars (\$20,000) in total. This outplacement services benefit will be forfeited if Executive does not begin using such services within ninety (90) days after the Termination Date. Subject to the foregoing and following Company's receipt of an appropriate invoice, Company shall promptly pay Jackson Stevens the fees payable for outplacement services for Executive.

(vi) Pay an additional Fifty thousand and 00/100 Dollars (\$50,000) in a single lump sum on the first bi-weekly pay day occurring after the date upon which the revocation period for the Release described in Section 4(b) below expires without Executive having elected to revoke the Release and on which it is administratively practicable to make such payment (which bi-weekly pay day cannot in any event be later than the last bi-weekly pay day occurring within the sixty (60) days after the Termination Date provided the revocation period for the Release described in Section 4(b) below expires without Executive having elected to revoke the Release as described below).

(b) Notwithstanding anything else contained herein to the contrary, no payments shall be made or benefits delivered under this Agreement (other than payments required to be made by Company pursuant to Section 5 below) unless, within thirty (30) days after the Termination Date: (i) Executive has signed and delivered to Company a Release in the form attached hereto as Exhibit A (the "Release"); and (ii) the applicable revocation period under the Release has expired without Executive having elected to revoke the Release. Executive agrees and acknowledges that Executive would not be entitled to such consideration absent execution of the Release and expiration of the applicable revocation period without Executive having revoked the Release. Notwithstanding any other provision of this Agreement, no payments to be made under this Agreement (other than the payments required to be made by Company pursuant to Section 5 below and the vesting of outstanding unvested options, restricted stock, restricted stock units, other equity-based awards and PBUs as set forth in Section 4(a)(iv) above) shall be made, and no benefits to be delivered under this Agreement shall be delivered, earlier than the first bi-weekly pay day occurring after the date upon which the revocation period for the Release described in this Section 4(b) expires without Executive having elected to revoke the Release and on which it is administratively practicable to make such payment (which bi-weekly pay day cannot in any event be later than the last bi-weekly pay day occurring within the sixty (60) days after the Termination Date provided the revocation period for the Release described in this Section 4(b)).

expires without Executive having elected to revoke the Release as described herein). Any payments to be made prior to such bi-weekly pay day shall be accumulated and paid, and any benefits to be delivered prior to such bi-weekly pay day shall be continued at Executive's expense with Executive to be reimbursed, on such bi-weekly pay day.

(c) As a further condition to receipt of the payments and benefits in Section 4(a) above, Executive also waives any and all rights to any other amounts payable to her upon the termination of her employment relationship with Company, other than those specifically set forth in this Agreement, including without limitation any severance, notice rights, payments, benefits and other amounts to which Executive may be entitled under the laws of any jurisdiction and/or her Employment Agreement, and Executive agrees not to pursue or claim any of such payments, benefits or rights.

(d) Notwithstanding any other provision of this Agreement, any payments to be made to Executive after her death will be payable to Executive's estate.

5. Other Benefits.

Nothing in this Agreement or the Release shall:

(a) alter or reduce any vested, accrued benefits (if any) Executive may be entitled to receive under any 401(k) plan established by Company;

(b) affect Executive's right (if any) to elect and (subject to Section 4(a)(ii) above) pay for continuation of Executive's health insurance coverage under Company's health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.), as amended;

(c) affect Executive's right (if any) to receive (i) any base salary that has accrued through the Termination Date and is unpaid, (ii) any reimbursable expenses that Executive has incurred before the Termination Date but are unpaid (subject to Company's expense reimbursement policy), (iii) any reimbursable relocation, temporary housing and living expenses that Executive has incurred before the Termination Date but are unpaid and any related "gross up" payments (subject to the terms set forth in Section 6(b) of the Employment Agreement), and (iv) any unused paid time off days to which Executive will be entitled to payment, all of which shall be paid as soon as administratively practicable (and in any event within thirty (30) days) after the Termination Date; or

(d) affect Executive's right to continue to receive her base salary and benefits through the Termination Date, as in effect as of the date hereof, which base salary and benefits will continue through the Termination Date, except with respect to any changes in benefits that are applicable generally to the other executives of Company.

6. Confidentiality of Agreement Terms. Except as otherwise expressly provided in this Section 6, Executive agrees that this Agreement and the terms, conditions and amount of consideration set forth in this Agreement are and shall be deemed to be confidential and hereafter shall not be disclosed by Executive to any other person or entity. The only disclosures excepted

by this paragraph are (a) as may be required by law; (b) Executive may tell prospective employers the dates of Executive's employment, positions held, evaluations received, Executive's duties and responsibilities and salary history with Company; (c) Executive may disclose the terms and conditions of this Agreement to Executive's attorneys and tax advisers; and (d) Executive may disclose the terms of this Agreement to Executive's spouse, if any; provided, however, that any spouse, attorney or tax adviser learning about the terms of this Agreement must be informed about this confidentiality provision, and Executive will be responsible for any breaches of this confidentiality provision by her spouse, attorneys or tax advisers to the same extent as if Executive had directly breached this Agreement.

7. **Restrictive Covenants.**

(a) **Definitions.** For purposes of this Agreement, the following terms shall have the following respective meanings:

(i) "Business of Company" means services to (A) identify clients' erroneous or improper payments to vendors and assist clients in the recovery of monies owed to clients as a result of overpayments and overlooked discounts, rebates, allowances and credits, (B) identify and assist clients in recovering amounts owed to them by other third parties, including amounts owed to clients due to non-compliance with applicable contracts, course of dealing or usual and customary terms, (C) assist clients in efforts to organize, manage and analyze their purchasing and payment data, and (D) assist clients in analyzing and managing vendor-related risks; provided, however that "Business of Company" shall not include tax preparation services for clients and obtaining associated tax refunds on clients' behalf.

(ii) "Confidential Information" means any information about Company or its subsidiaries and their employees, customers and/or suppliers which is not generally known outside of Company, which Executive learned in connection with Executive's employment with Company, and which would be useful to competitors or the disclosure of which would be damaging to Company or any subsidiary of Company. Confidential Information includes, but is not limited to: (A) business and employment policies, marketing methods and the targets of those methods, finances, business plans, promotional materials and price lists; (B) the terms upon which Company or any subsidiary of Company obtains products from its suppliers and sells services and products to customers; (C) the nature, origin, composition and development of Company's or any subsidiary's services and products; and (D) the manner in which Company or any subsidiary of Company provides products and services to its customers.

(iii) "Material Contact" means contact in person, by telephone, or by paper or electronic correspondence in furtherance of the Business of Company.

(iv) "Restricted Territory" means, and is limited to, the geographic area included in the Atlanta-Sandy Springs-Marietta, Georgia metropolitan statistical area. Executive acknowledges and agrees that this is a portion of the area in which Company and its subsidiaries does business at the time of the execution of this Agreement, and in which Executive had responsibility on behalf of Company.

(v) "Trade Secrets" means Confidential Information of Company and its subsidiaries which meets the definition of a trade secret under applicable law.

(b) Confidentiality. Executive agrees that Executive will not, directly or indirectly, use, copy, disclose, distribute or otherwise make use of on her own behalf or on behalf of any other person or entity (i) any Confidential Information for a period of five (5) years after the Termination Date or (ii) any Trade Secret at any time such information constitutes a trade secret under applicable law. Executive shall promptly return to Company all documents and items in the Executive's possession or under the Executive's control which contain any Confidential Information or Trade Secrets. Notwithstanding the foregoing, the Executive will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a Trade Secret that (i) is made (A) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney, and (B) solely for purposes of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding filed in a lawsuit or other proceeding, if such filing is made under seal. If the Executive files a lawsuit for retaliation by Company for reporting a suspected violation of law, the Executive may disclose the Trade Secret to the Executive's attorney and use the Trade Secret in the court proceeding, if the Executive (i) files any document containing the Trade Secret under seal and (ii) does not disclose the Trade Secret, except pursuant to court order.

(c) Non-Competition. Executive agrees that for a period of two (2) years following the Termination Date, Executive will not, either for herself or on behalf of any other person or entity, compete with the Business of Company within the Restricted Territory by performing activities which are the same as or substantially similar to those performed by Executive for Company or Company's subsidiaries.

(d) Non-Solicitation of Customers. Executive agrees that for a period of two (2) years following the Termination Date, Executive shall not, directly or indirectly, solicit any actual or prospective customers of Company or any subsidiary with whom Executive had Material Contact, for the purpose of selling any products or services which compete with the Business of Company.

(e) Non-Recruitment of Employees or Contractors. Executive agrees that for a period of two (2) years following the Termination Date, Executive will not, directly or indirectly, solicit or attempt to solicit any employee or contractor of Company or any subsidiary with whom Executive had Material Contact, to terminate or lessen such employment or contract.

(f) Acknowledgments. Executive hereby acknowledges and agrees that the covenants contained in (b) through (e) of this Section 7 hereof are reasonable as to time, scope and territory given Company's and Company's subsidiaries' need to protect their business, customer relationships, personnel, Trade Secrets and Confidential Information. For purposes of the covenants contained in (b) through (e) of this Section 7, Company shall refer also to Company's subsidiaries as applicable. In the event any covenant or other provision in this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too

extensive in any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action, and the invalidity of any one or more of the covenants or other provisions in this Agreement shall not cause or render any other covenants or provisions in this Agreement invalid or voidable. Executive acknowledges and represents that Executive has substantial experience and knowledge such that Executive can readily obtain subsequent employment which does not violate this Agreement.

(g) Specific Performance. Executive acknowledges and agrees that any breach of the provisions of this Section 7 by her will cause irreparable damage to Company or Company's subsidiaries, the exact amount of which will be difficult to determine, and that the remedies at law for any such breach will be inadequate. Accordingly, Executive agrees that, in addition to any other remedy that may be available at law, in equity, or hereunder, Company shall be entitled to specific performance and injunctive relief, without posting bond or other security, to enforce or prevent any violation of any of the provisions of this Section 7 by Executive. Additionally, notwithstanding the obligations within Section 12 of this Agreement regarding the exclusive jurisdiction of the United States District Court for the Northern District of Georgia and the State and Superior Courts of Cobb County, Georgia pertaining to actions arising out of this Agreement, and in addition to Company's right to seek injunctive relief in any state or federal court located in Cobb County, Georgia, the Parties hereby acknowledge and agree that Company may seek specific performance and injunctive relief in any jurisdiction, court or forum applicable to Executive's then current residency in order to prevent or to restrain any breach by Executive, or any and all of Executive's partners, co-venturers, employers, employees, or agents, acting directly or indirectly on behalf of or with Executive, of any of the provisions of the restrictive covenants contained in this Section 7.

(h) Protected Rights. Notwithstanding any other provision of the Agreement, Company and Executive acknowledge and agree that nothing in the Agreement shall prohibit Executive from reporting possible violations of Federal, State or other law or regulations to, or filing a charge or other complaint with, any governmental agency or entity, including but not limited to the Department of Justice, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, Congress, and any Inspector General, or making any other disclosures that are protected under any whistleblower provisions of Federal, State or other law or regulation or assisting in any such investigation or proceeding. Executive further acknowledges that nothing herein limits Executive's ability to communicate with any such governmental agency or entity or otherwise participate in any such investigation or proceeding that may be conducted by any such governmental agency or entity, including providing documents or other information, without notice to Company. Executive does not need the prior authorization of Company to make any such reports or disclosures, and Executive is not required to notify Company that Executive made any such reports or disclosures or is assisting in any such investigation. Additionally, Executive (i) does not waive any rights to any individual monetary recovery or other awards in connection with reporting any such information to any such governmental agency or entity, (ii) does not breach any confidentiality or other provision hereunder in connection with any such reporting or disclosures, and (iii) will not be prohibited from receiving any amounts hereunder as the result of making any such reports or disclosures or assisting with any such investigation or proceeding.

8. Return of all Property and Information of Company. Executive agrees to return all property of the Company and its subsidiaries within seven (7) days following the execution of this Agreement. Such property includes, but is not limited to, the original and any copy (regardless of the manner in which it is recorded) of all information provided by Company or any subsidiary thereof to Executive or which Executive has developed or collected in the scope of Executive's employment related to Company and its subsidiaries or affiliates as well as all Company or subsidiary-issued equipment, supplies, accessories, vehicles, keys, instruments, tools, devices, computers, cell phones, pagers, materials, documents, plans, records, notebooks, drawings, or papers. Upon request by Company, Executive shall certify in writing that Executive has complied with this provision, and has deleted all information of Company and its subsidiaries from any computers or other electronic storage devices owned by Executive. Executive may only retain information relating to Executive's benefit plans and compensation to the extent needed to prepare Executive's tax returns. Notwithstanding the foregoing provisions of this Section 8, Executive may retain Company's laptop computer currently in her possession until the earlier of (a) her next trip to Atlanta, Georgia, and (b) December 31, 2018.

9. No Harassing or Disparaging Conduct.

(a) Executive further agrees and promises that Executive will not engage in, or induce other persons or entities to engage in, any harassing or disparaging conduct or negative or derogatory statements directed at or about Company or its subsidiaries or affiliates, the activities of Company or its subsidiaries or affiliates, or the Releasees at any time in the future. Notwithstanding the foregoing, Executive will not be liable for any unauthorized statements made by any other person or entity, and this Section 9(a) may not be used to penalize Executive for providing truthful testimony under oath in a judicial or administrative proceeding or complying with an order of a court or government agency of competent jurisdiction.

(b) Company agrees that the directors and executive officers of Company will not engage in, or induce other persons or entities to engage in, any harassing or disparaging conduct or negative or derogatory statements directed at or about Executive at any time in the future. Notwithstanding the foregoing, Company will not be liable for any unauthorized statements made by any other employee of Company, and this Section 9(b) may not be used to penalize Company for any director, officer or employee providing truthful testimony under oath in a judicial or administrative proceeding or complying with an order of a court or governmental agency of competent jurisdiction.

10. References. Following the Termination Date, Executive agrees to direct any third party seeking an employment reference to Company's Senior Vice President-Human Resources and Company agrees to give any potential employers who inquire about Executive's work history at Company a neutral reference consisting of Employee's dates of employment, title and compensation. Company will not be responsible with respect to any references which are directed by Executive to anyone other than Company's Senior Vice President-Human Resources. Company agrees to direct its executive officers to forward to Company's Senior Vice President-Human Resources for response, and to otherwise not respond to, any request from a third party for a reference on Executive.

11. **FinCEN Form 114, Report of Foreign Bank and Financial Accounts.** Company will timely prepare and provide to Executive for filing the Report of Foreign Bank and Financial Accounts (FBAR) for Company's foreign financial account(s) for which Executive had signatory authority in 2018.

12. **Construction of Agreement and Venue for Disputes.** This Agreement shall be deemed to have been jointly drafted by the Parties and shall not be construed against either Party. This Agreement shall be governed by the law of the State of Georgia, and the Parties agree that any actions arising out of or relating to this Agreement or Executive's employment with Company must be brought exclusively in either the United States District Court for the Northern District of Georgia, or the State or Superior Courts of Cobb County, Georgia. Notwithstanding the pendency of any proceeding, either Party shall be entitled to injunctive relief in a state or federal court located in Cobb County, Georgia upon a showing of irreparable injury. The Parties consent to personal jurisdiction and venue solely within these forums and solely in Cobb County, Georgia and waive all otherwise possible objections thereto. The prevailing Party shall be entitled to recover its costs and attorneys fees from the non-prevailing Party in any such proceeding no later than 90 days following the settlement or final resolution of any such proceeding. The existence of any claim or cause of action by Executive against Company or Company's subsidiaries or affiliates, including any dispute relating to the termination of Executive's employment or under this Agreement, shall not constitute a defense to enforcement of said covenants by injunction.

13. **Severability.** If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

14. **No Reliance Upon Other Statements.** This Agreement is entered into without reliance upon any statement or representation of any Party hereto or any Party hereby released other than the statements and representations contained in writing in this Agreement (including all Exhibits hereto).

15. **Entire Agreement.** This Agreement, including all Exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the Parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either Party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both Parties hereto. No waiver by either Party hereto of any term or provision of this Agreement or of any default hereunder shall affect such Party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

16. **Further Assurance.** Upon the reasonable request of the other Party, each Party hereto agrees to take any and all actions, including, without limitation, the execution of certificates, documents or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement.

17. **No Assignment.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

18. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, representatives, successors and permitted assigns.

19. **Indemnification.** Company understands and agrees that any indemnification obligations under its governing documents or the indemnification agreement between Company and Executive with respect to Executive's service as an officer of Company remain in effect and survive the termination of Executive's employment under this Agreement as set forth in such governing documents or indemnification agreement.

20. **Nonqualified Deferred Compensation.**

(a) It is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") shall be paid and provided in a manner, and at such time and form, as complies with the applicable requirements of Section 409A of the Code to avoid the unfavorable tax consequences provided therein for non-compliance.

(b) Neither Company nor Executive shall take any action to accelerate or delay the payment of any monies and/or provision of any benefits in any manner which would not be in compliance with Section 409A of the Code (including any transition or grandfather rules thereunder).

(c) Because Executive is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, any payments to be made or benefits to be delivered in connection with Executive's "Separation from Service" (as determined for purposes of Section 409A of the Code) that constitute deferred compensation subject to Section 409A of the Code shall not be made until the earlier of (i) Executive's death or (ii) six months after Executive's Separation from Service (the "409A Deferral Period") as required by Section 409A of the Code. Payments otherwise due to be made in installments or periodically during the 409A Deferral Period shall be accumulated and paid in a lump sum as soon as the 409A Deferral Period ends, and the balance of the payment shall be made as otherwise scheduled. Any such benefits subject to the rule may be provided under the 409A Deferral Period at Executive's expense, with Executive having a right to reimbursement from Company once the 409A Deferral Period ends, and the balance of the benefits shall be provided as otherwise scheduled.

(d) For purposes of this Agreement, all rights to payments and benefits hereunder shall be treated as rights to receive a series of separate payments and benefits to the fullest extent allowed by Section 409A of the Code.

(e) Notwithstanding any other provision of this Agreement, neither Company nor its subsidiaries or affiliates shall be liable to Executive if any payment or benefit which is to be provided pursuant to this Agreement and which is considered deferred compensation subject to Section 409A of the Code otherwise fails to comply with, or be exempt from, the requirements of Section 409A of the Code.

21. **Mitigation.** Executive shall not be required to mitigate the amount of any payment Company becomes obligated to make to Executive in connection with this Agreement, by seeking other employment or otherwise. Except as specifically provided above with respect to the health care continuation benefit, the amount of any payment provided for in Section 4 shall not be reduced, offset or subject to recovery by Company by reason of any compensation earned by Executive as the result of employment by another employer after the Termination Date or otherwise.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed, or caused their duly authorized representatives to execute, this Agreement as of the day and year first above written.

“Executive”

/s/ Deborah M. Schleicher
Deborah M. Schleicher

“Company”

PRGX GLOBAL, INC.

By: Victor A. Allums
Title: Senior Vice President and General Counsel

EXHIBIT A
Form of Release

RELEASE

In consideration for the undertakings and promises set forth in that certain Separation Agreement, dated September 27, 2018 (the "Agreement"), between **DEBORAH M. SCHLEICHER** ("Executive") and **PRGX GLOBAL, INC.** ("Company"), Executive (on behalf of herself and her heirs, assigns and successors in interest) unconditionally releases, discharges, and holds harmless Company and its subsidiaries and affiliates and their respective officers, directors, employees, agents, insurers, assigns and successors in interest (collectively, "Releasees") from each and every claim, cause of action, right, liability or demand of any kind and nature, and from any claims which may be derived therefrom (collectively "Released Claims"), that Executive had, has, or might claim to have against Releasees at the time Executive executes this Agreement, whether presently known or unknown to Executive, including, without limitation, any and all claims listed below, other than any such claims Executive has or might have under the Agreement:

(a) arising from Executive's employment, pay, bonuses, vacation or any other Executive benefits, and other terms and conditions of employment or employment practices of Company;

(b) arising out of or relating to the termination of Executive's employment with Company or the surrounding circumstances thereof;

(c) based on discrimination and/or harassment on the basis of race, color, religion, sex, national origin, handicap, disability, age or any other category protected by law under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Executive Order 11246, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Equal Pay Act, the Americans With Disabilities Act, the Rehabilitation Act of 1973, C.O.B.R.A. (as any of these laws may have been amended) or any other similar labor, employment or anti-discrimination law under state, federal or local law;

(d) based on any contract, tort, whistleblower, personal injury wrongful discharge theory or other common law theory; or

(e) arising under the Employment Agreement or any other written or oral agreements between Executive and Company or any of Company's subsidiaries (other than the Agreement).

Executive covenants not to sue or initiate any claims against any of the Releasees on account of any Released Claim or to incite, assist or encourage other persons or entities to bring claims of any nature whatsoever against Company or Releasees. Executive further covenants not to accept, recover or receive any monetary damages or any other form of relief which may arise out of or in connection with any administrative remedies which may be filed with or pursued independently by any governmental agency or agencies, whether federal, state or local.

Executive hereby acknowledges that Executive has no interest in reinstatement, reemployment or employment with Company, and Executive forever waives any interest in or claim of right to any future employment by Company. Executive further covenants not to apply for future employment with Company or otherwise seek or encourage reinstatement.

By signing this Release, Executive certifies that:

- (a) Executive has carefully read and fully understands the provisions of this Release;
- (b) Executive was advised by Company in writing, via this Release, to consult with an attorney before signing this Release;
- (c) Executive understands that any discussions she may have had with counsel for Company regarding her employment or this Release does not constitute legal advice to her and that she has retained her own independent counsel to render such advice;
- (d) Executive understands that this Agreement FOREVER RELEASES Company and all other Releasees from any legal action arising prior to the date of execution of this Agreement;
- (e) In signing this Agreement, Executive DOES NOT RELY ON AND HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT (WRITTEN OR ORAL) NOT SPECIFICALLY SET FORTH IN THIS RELEASE OR THE AGREEMENT by Company or any other Releasee, or by any of their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise;
- (f) Company hereby allows Executive no less than twenty-one (21) days from its initial presentation to Executive to consider this Release before signing it, should Executive so desire; and
- (g) Executive agrees to its terms knowingly, voluntarily and without intimidation, coercion or pressure.

Executive may revoke this Release within seven (7) calendar days after signing it. To be effective, such revocation must be received in writing by the General Counsel of Company at the offices of Company at 600 Galleria Parkway, Suite 100, Atlanta, Georgia 30339. Revocation can be made by hand delivery or facsimile before the expiration of her seven (7) day period.

[signature on following page]

IN WITNESS WHEREOF, the undersigned has executed this Release as of the date set forth below.

“Executive”

Deborah M. Schleicher

Dated: _____, 2018