
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 OR 15(d) of
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 29, 2011

HEIDRICK & STRUGGLES INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-25837
(Commission
File Number)

36-2681268
(IRS Employer
Identification No.)

233 South Wacker Drive, Suite 4200, Chicago, IL
(Address of principal executive offices)

60606-6303
(Zip Code)

Registrant's telephone number, including area code: (312) 496-1200

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

L. Kevin Kelly Amended and Restated Employment Agreement

On December 30, 2011, Heidrick & Struggles International, Inc. (the “Company”) entered into an amended and restated employment agreement with L. Kevin Kelly, the Company’s Chief Executive Officer. The amended and restated employment agreement reflects the following material amendments to Mr. Kelly’s original employment agreement:

- The “evergreen provision” that automatically renewed the term of the original employment agreement was replaced with a provision that states that the employment agreement shall be effective for a term commencing on December 30, 2011 and ending on December 30, 2014. The amended and restated employment agreement is renewable upon the mutual agreement of the parties.
- The excise tax gross-up provision contained in the original employment agreement was replaced with a best net after-tax provision. Specifically, the amended and restated employment agreement provides that in the event it is determined that any payments provided to Mr. Kelly in connection with a change in control would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended, or interest or penalties would be incurred by Mr. Kelly with respect to such excise tax, the payment will be reduced to \$1.00 below the amount that would otherwise become subject to the excise taxes imposed on such payment, or paid in full, whichever produces the best net after-tax result to Mr. Kelly.
- The definition of “Cause” was revised to also include knowingly engaging in conduct which directly causes a material misstatement of one or more of the Company’s financial statements for the current year or the three prior years, if and to the extent that, such misstatement results in the recoupment of compensation pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Other than as set forth above, the material terms of the original employment remain unchanged.

The foregoing description of the material amendments contained in the amended and restated employment agreement is qualified by reference to the copy of amended and restated employment agreement filed as Exhibit 10.1 hereto and incorporated by reference herein.

Change in Control Severance Plan

Effective December 29, 2011, the Company amended and restated the Heidrick & Struggles International, Inc. Change in Control Severance Plan (the “Plan”). The material amendments to the Plan are as follows:

- The excise tax gross-up provision was replaced with a best net after-tax provision. Specifically, the Plan now provides that in the event it is determined that any payments provided to Plan participants in connection with a change in control would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended, or interest or penalties would be incurred by the Plan participants with respect to such excise tax, any payment will be reduced to \$1.00 below the amount that would otherwise become subject to the excise taxes imposed on such payment, or paid in full, whichever produces the best net after-tax result to the Plan participants.
- Stock awards or stock-based awards granted to Plan participants will be subject to double trigger accelerated vesting provisions wherein after a change in control and a Plan participant’s termination of employment for certain reasons within the two year period beginning on the date of a change in control, the unvested stock awards immediately vest.

Other than as set forth above, the material terms of the Plan remain unchanged.

The foregoing description of the material amendments to the Plan is qualified by reference to the copy of the Plan filed as Exhibit 10.2 hereto and incorporated herein by reference.

Forms of Equity Awards Agreements

Effective December 29, 2011, the forms of the Restricted Stock Unit Participation Agreement (the "RSU Agreement"), the Performance Stock Unit Participation Agreement (the "PSU Agreement") and the Non-Qualified Stock Option Grant Agreement (the "Stock Option Agreement"), each for use in the granting of awards under the 2007 Heidrick & Struggles GlobalShare Program, were revised to reflect the following material amendments:

- The RSU, PSU and Stock Option Agreements include double trigger accelerated vesting provisions wherein after a change in control and an executive officer's termination of employment for certain reasons within the two year period beginning on the date of a change in control, the unvested RSUs, PSUs and stock options immediately vest. Additionally, in the event of a change of control, the number of PSUs subject to the PSU Agreement will be fixed at the greater of the target number of PSUs or the number of PSUs that would have vested if the date of the change in control was the end of the award period.
- Awards under each of the RSU, PSU and Stock Option Agreements will be subject to any clawback policy developed by the Board of Directors or Human Resources and Compensation Committee that is consistent with applicable law.

Other than as set forth above, the material terms of each of the RSU, PSU and Stock Option Agreements remain unchanged.

The foregoing description of the material amendments to each of the RSU, PSU and Stock Option Agreements, is qualified by reference to the copies of RSU, PSU and Stock Agreements filed as Exhibits 10.3, 10.4 and 10.5, respectively, hereto and are incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amended and Restated Employment Agreement, dated December 30, 2011, by and between Heidrick & Struggles International, Inc. and L. Kevin Kelly
10.2	Heidrick & Struggles International, Inc. Change in Control Severance Plan, as amended and restated effective December 29, 2011
10.3	Form of Restricted Stock Unit Participation Agreement
10.4	Form of Performance Stock Unit Participation Agreement
10.5	Form of Non-Qualified Stock Option Grant Agreement

SIGNATURES

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

HEIDRICK & STRUGGLES INTERNATIONAL, INC.
(Registrant)

Date: January 5, 2012

By: /s/ Stephen W. Beard

Name: Stephen W. Beard

Title: Executive Vice President, General Counsel and Corporate Secretary

HEIDRICK & STRUGGLES

233 S. Wacker Drive
Suite 4200
Chicago, Illinois 60610
telephone +1 (312) 496-1200
facsimile +1(312) 496-1297
www.heidrick.com

December 30, 2011

Mr. L. Kevin Kelly
441 N. Adams Street
Hinsdale, Illinois 60521

Dear Kevin:

On behalf of Heidrick & Struggles International, Inc. (the "Company"), I am pleased to confirm the amended terms of your employment arrangement in this letter agreement (the "Agreement").

1. **TERM OF EMPLOYMENT.** Unless terminated earlier in accordance with the provisions of Section 7, your employment under this Agreement shall be effective for a term commencing on the date first written above (the "Effective Date") and ending on the three (3) year anniversary of the Effective Date (the "Employment Term").
2. **TITLE AND DUTIES.** During the Employment Term, you will serve as Chief Executive Officer of the Company, reporting to the Board of Directors of the Company (the "Board"), with such duties and responsibilities as are customarily assigned to such position, and such other duties and responsibilities not inconsistent therewith as may from time to time be assigned to you by the Board. The Company shall nominate you for election as a member of the Board for each term of Board service during the Employment Term.

During the Employment Term, you agree that you will devote substantially all of your business time, energy, and skill to the business of the Company and shall use your reasonable best efforts to promote the Company's best interest. During the Employment Term, you may:

- (a) in addition to being a director of the Company and with the prior written approval of the Chairman of the Board, serve as a director, trustee or member of: (i) up to three (3) corporate or charitable entities and (ii) trade or other associations related to the Company's industry;
- (b) manage your personal investments; and
- (c) participate in civic, community, philanthropic and educational endeavors;

to the extent that such activities do not materially inhibit or materially interfere with the performance of your duties under this Agreement.

3. COMPENSATION.

- (a) **BASE SALARY.** During the Employment Term, you will receive an annual base salary of \$840,000, payable in accordance with the Company's usual payroll practices. The Board shall review and may consider for increase (but not decrease) your base salary, in its sole discretion. Your base salary, as increased from time to time shall be referred to herein as the "Base Salary."
- (b) **INCENTIVE COMPENSATION.** You will participate in the Company's Management Incentive Plan (the "MIP") (Tier I). Under the MIP, your target incentive opportunity will be 100% of Base Salary. You will also participate in any other senior-executive bonus programs, per the terms in place from time to time or as may be determined by the Board, in its sole discretion.
- (c) **GENERAL PROVISIONS REGARDING BONUSES.** Except as explicitly set forth herein, bonuses, if any, are discretionary and are not earned until approved by the Board or the Compensation Committee of the Board. Bonuses will be payable only if you are in the Company's employ on the regular or specifically described bonus payment date.
- (d) **EQUITY GRANTS.** As part of the Company's annual management equity grants, whenever equity awards are made to executives of the Company generally, you will be considered to receive such awards.

4. **BENEFITS.** During the Employment Term, you will be eligible to participate in the Company's benefit programs at the same level as such benefits are generally provided by the Company from time to time to the other senior executives of the Company. The benefits program includes group health, dental, vision, life/AD&D, long-term disability, short-term disability salary continuation, paid holidays, Flexible Spending Account and the Heidrick & Struggles, Inc. 401(k) Profit-Sharing and Retirement Plan. During the Employment Term, you will also be eligible to participate in the Company's Physical Examination and Financial Planning Programs, as in place from time to time. Your eligibility for all such programs and plans is determined under the terms of those programs/plans as applied generally. Our benefits program, compensation programs, and policies are reviewed from time to time and may be modified, amended, or terminated at any time.

5. EXPENSES AND OTHER BENEFITS.

- (a) **EXPENSES.** During the Employment Term, the Company will reimburse you for all reasonable business expenses incurred by you in the performance of your duties hereunder, in accordance with the Company's expense reimbursement policies.

- (b) VACATION. You will be entitled to four weeks of paid vacation during each calendar year in the Employment Term. Vacation will be earned ratably over the course of the calendar year and must be used during such calendar year. Unused vacation will not be banked or carried over to any succeeding year.
 - (c) OTHER BENEFITS. During the Employment Term, you shall be provided with the opportunity to receive or participate in perquisites and other benefits on a comparable basis as such perquisites are generally provided by the Company from time to time to the Company's other senior executives. Without limiting the generality of the foregoing, the Company shall reimburse you for the monthly dues of one country club or luncheon club and any initial membership costs.
 - (d) INDEMNIFICATION. The Company shall: (a) during the Employment Term and thereafter, indemnify you to the maximum extent allowed under Delaware law and the Company's by-laws, and (b) during the Employment Term and for a period of two (2)-years after the termination of your employment with the Company (or, if longer, for the post-termination period generally provided to executives as of the date of your termination of employment), maintain directors' and officers' liability insurance for your benefit in a form at least as comprehensive as, and in an amount that is at least equal to, that maintained by the Company at such time for any officer or director of the Company.
6. COMPLIANCE WITH POLICIES. Subject to the terms of this Agreement, you agree that you will comply in all material respects with all policies and procedures applicable to similarly situated employees of the Company, generally and specifically; provided that any such failure to comply shall not be an event constituting "Cause" for termination of employment except to the extent specifically provided in Section 7(f) hereof.
7. TERMINATION OF EMPLOYMENT. Notwithstanding any other provision of the Agreement:
- (a) FOR CAUSE BY THE COMPANY OR VOLUNTARY RESIGNATION WITHOUT GOOD REASON. If you are terminated by the Company for Cause (as defined in Section 7(f) below) or if you voluntarily resign without Good Reason (as defined in Section 7(g)), you shall be entitled to receive as soon as reasonably practicable after your date of termination (but in no event later than 30 days following termination) or such earlier time as may be required by applicable statute or regulation: (i) your earned but unpaid Base Salary through the date of termination; (ii) payment in respect of any vacation days accrued but unused through the date of termination; (iii) reimbursement for all business expenses properly incurred in accordance with Company policy prior to the date of termination and not yet reimbursed by the Company; and (iv) any earned but unpaid annual bonus in respect of any of the Company's fiscal years preceding the fiscal year in which the termination occurs (provided, however that if your termination is by the Company for Cause and such event(s) and/or action(s) that constitute Cause are materially and demonstrably injurious to the business or reputation of the Company, then no payment will be made pursuant to this clause (iv)) (the aggregate benefits

payable pursuant to clauses (i), (ii), (iii) and (iv) hereafter referred to as the "Accrued Obligations"); and except as provided herein you shall have no further rights to any compensation (including any Base Salary or annual bonus, if any) or any other benefits under this Agreement. All equity-based awards shall be treated as set forth under the terms of the applicable plan or agreement. All other accrued and vested benefits, if any, due to you following your termination of employment pursuant to this Section 7(a) shall be determined and paid in accordance with the plans, policies, and practices of the Company.

- (b) **DISABILITY OR DEATH.** Following your termination of employment for Disability (as defined in Section 7(h) below) or death, you (or your estate) shall be entitled to receive: the Accrued Obligations; and (ii) subject to Section 7(l), (A) a pro-rata bonus, if any, for the year of your termination of employment, based on the target bonus for such year, and paid when bonuses under such applicable bonus plans are normally paid (but no later than 2 1/2 months after the end of the performance period), (B) treatment of all equity-based awards per the terms of such applicable plan or agreement, (C) all other benefits and payments per the terms of the applicable plan or program, and (D) life insurance and disability benefits paid per such applicable plans. Except as provided herein, you (or your estate) shall have no further rights to any compensation (including any Base Salary) or any other benefits under this Agreement. All other accrued and vested benefits, if any, due to you following your termination of employment for Disability or death shall be determined in accordance with the plans, policies, and practices of the Company.
- (c) **WITHOUT CAUSE BY THE COMPANY OR VOLUNTARY RESIGNATION FOR GOOD REASON.**
- (i) If you are terminated by the Company other than for Cause, Disability or death, or if you voluntarily resign for Good Reason, you shall receive: (A) the Accrued Obligations; and (B) subject to Section 7(l), (I) a pro-rata bonus, if any, for the year of your termination of employment, based on the target bonus for such year, and paid when bonuses under such applicable bonus plans are normally paid (but no later than 2 1/2 months after the end of the performance period), (II) contingent upon your election of COBRA continuation coverage, the continuation of medical benefits under COBRA at a cost to you no greater than the cost to active employees for twelve (12) months following your termination; provided, however, that such benefit shall be reduced or eliminated to the extent you receive similar benefits from a subsequent employer, and (III) a lump-sum amount equal to one and one-half (1.5) times your Annual Cash Compensation (as defined in Section 7(i) below). Except as provided herein, you shall have no further rights to any compensation (including any Base Salary) or any other benefits under this Agreement. All other accrued and vested benefits, if any, due to you following your termination of employment pursuant to this Section 7(c) shall be determined in accordance with the plans, policies and

practices of the Company. Payments and benefits provided pursuant to this Section 7(c) shall be subject to Section 7(e) below, if applicable.

(ii) The payments and benefits provided in this Section 7(c) are in lieu of payments and benefits under any other severance arrangement of the Company, except that, to the extent the aggregate payments and benefits under such other severance arrangement would be more favorable to you, you will receive such payments and benefits in lieu of what is provided in this Section 7(c).

(d) TERMINATION FOLLOWING A CHANGE IN CONTROL.

(i) If, during the period beginning on the date six (6) months prior to a Change in Control (as defined in Section 7(j) below) and ending on the date two (2) years after a Change in Control, (A) you are terminated by the Company other than for Cause, Disability or death, or (B) you voluntarily resign for Good Reason, you shall receive: (I) the Accrued Obligations and (II) subject to Section 7(l): the benefits and payments set forth in Section 7(c) above; provided, however, the cash payment provided in clause (III) of Section 7(c) shall equal two and one-half (2.5) times your Annual Cash Compensation instead of one and one-half (1.5) times your Annual Cash Compensation.

(ii) CODE SECTION 280G—

(1) In the event it is determined that the severance and other benefits provided for in this Agreement or otherwise payable to you in connection with a Change in Control (the "Payment") would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), or any interest or penalties would be incurred by you with respect to such excise tax (such excise tax, together with any such interest and penalties, referred to as the "Excise Tax"), the Payment shall be reduced to the least extent necessary, if any, so that the Payment is \$1.00 less than three times the "base amount" as defined in Section 280G(b)(3) of the Code (the "Parachute Threshold"), but only if, by reason of such reduction (the "Reduction"), the Net After-Tax Benefit received by you as a result of such Reduction will exceed the Net After-Tax Benefit that would have been received by you if no such Reduction was made.

(2) Unless you and the Company otherwise agree in writing, the determinations required to be made under this Section 7(d)(ii), including whether the Payment would be subject to the Excise Tax, whether a Reduction is required and the amount of such Reduction, and the assumptions not specified herein to be used in arriving at such determinations, shall be made in writing by an independent national accounting firm selected by you and the Company (the "Accountants").

You or the Company shall cause the Accountants to make such determinations within 15 business days after request therefor by notice from you or the Company to such Accountants. For purposes of making the calculations required herein, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on interpretations of the Code for which there is a "substantial authority" tax reporting position. You and the Company shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make the determinations required to be made under this Section 7(d)(ii). You or the Company shall cause the Accountants to provide detailed supporting calculations with respect to its determination both to the Company and you within such 15 business day period. The Company shall pay all fees and expenses of the Accountants.

- (3) If the Accounting Firm determines, pursuant to Section 7(d)(ii)(2), that a Reduction is required, the Payment shall be reduced so that the Payment is \$1.00 less than your Parachute Threshold. The Company shall reduce the Payment as specified by you to the extent necessary.
 - (4) For purposes of this Section 7(d)(ii), "Net After-Tax Benefit" means (i) the Payment that you become entitled to receive from the Company which would constitute "parachute payments" within the meaning of Section 280G of the Code, less (ii) the amount of all federal, state, and local income and employment taxes payable with respect to the Payment, calculated at the maximum applicable marginal income tax rate, less (iii) the amount of the Excise Tax imposed with respect to the Payment.
- (iii) The payments and benefits provided in this Section 7(d) are in lieu of payments and benefits under any other severance or change in control arrangement of the Company, except that, to the extent the aggregate payments and benefits under such other arrangement would be more favorable to you, you will receive such payments and benefits in lieu of what is provided in this Section 7(d).
- (e) CODE SECTION 409A COMPLIANCE. Notwithstanding the above, if necessary to avoid incurring penalties under Code Section 409A, payments and benefits due under this Section 7 shall not be provided to you during the six (6) month period immediately following your termination; provided, however, that on the first business day following the date six (6) months after your termination, a lump-sum catch-up payment shall be made to you for amounts not paid during the six (6) month delay.
- (f) "CAUSE" for termination by the Company of your employment with the Company shall be limited to the occurrence of any of the following:

- (i) your conviction of, or plea of guilty or no contest to (A) a misdemeanor involving material dishonesty in connection with your job duties, fraud, or moral turpitude, or (B) a felony;
- (ii) your willful malfeasance, willful misconduct or gross negligence in connection with your duties;
- (iii) your willful and continued failure to substantially perform your duties to the Company (other than any such failure resulting from incapacity due to Disability), after a written demand for substantial performance is delivered to you by the Chairman of the Board which specifically identifies the manner in which the Board believes that you have not substantially performed your duties;
- (iv) your willful engaging in illegal conduct or gross misconduct which is materially and demonstrably injurious to the business or reputation of the Company;
- (v) your knowingly engaging in conduct which directly causes a material misstatement of one or more of the Company's financial statements for the current year or the three prior years if, and to the extent that, such misstatement results in the recoupment of compensation pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act; or
- (vi) your willful or intentional material breach of any of the restrictive covenants set forth in this Agreement.

For purposes of this definition, no act or failure to act on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. The Company shall give written notice to you of the termination for Cause, which shall state in detail the particular act or acts or the failure or failures to act that constitute the grounds on which the Cause termination is based. You shall have thirty (30) days upon receipt of the notice in which to cure such conduct, to the extent such cure is possible.

- (g) "GOOD REASON" for termination by you of your employment means the occurrence (without your express written consent) of any one of the following acts by the Company or failures by the Company to act:
 - (i) a diminution in your title from Chief Executive Officer or in your reporting relationship to the Board;
 - (ii) the assignment to you of any duties inconsistent in any material respect with the position of Chief Executive Officer or any material diminution in your authority, duties or responsibilities;

- (iii) the Company's requiring you to be based at, or perform your principal functions at, any office or location other than a location within 35 miles of the Company's Chicago headquarters office;
- (iv) a reduction in Base Salary;
- (v) a reduction in your target incentive opportunity under the MIP below 100% of your Base Salary; or
- (vi) a material breach by the Company of this Agreement.

Prior to your right to terminate this Agreement for Good Reason, you shall give written notice to the Company of your intention to terminate your employment on account of a Good Reason. Such notice shall state in detail the particular act or acts or the failure or failures to act that constitute the grounds on which your Good Reason termination is based and such notice shall be given within six (6) months of the occurrence of the act or acts or the failure or failures to act which constitute the grounds for Good Reason. The Company shall have thirty (30) days upon receipt of the notice in which to cure such conduct, to the extent such cure is possible.

- (h) "DISABILITY" means your inability to perform your normal duties as a result of any physical or mental injury or ailment for (i) any consecutive ninety (90)-day period or (ii) any one hundred eighty (180) days (whether or not consecutive) during any three hundred sixty-five (365) calendar day period.
- (i) "ANNUAL CASH COMPENSATION" means your annual Base Salary and target annual bonus.
- (j) "CHANGE IN CONTROL" means the same definition as set forth in the Company's Change in Control Severance Plan as of the Effective Date, or, if more favorable to you, a later then-applicable change-in-control severance plan adopted by the Board.
- (k) NO MITIGATION OR OFFSET. In no event shall the benefits set forth in this Section 7 be subject to mitigation or offset.
- (l) RELEASE. Notwithstanding any other provision of this Agreement to the contrary, you acknowledge and agree that any and all payments to which you are entitled under this Section 7 which are described as being subject to this Section 7(l) are conditioned upon and subject to your execution of, and not having revoked within any applicable revocation period, a general release and waiver, in such reasonable and customary form as shall be prepared by the Company and shall be substantially similar to the sample attached hereto as EXHIBIT A, of all claims you may have against the Company and its directors, officers, subsidiaries and affiliates, except as to (i) matters covered by provisions of this Agreement that expressly survive the termination of this Agreement

and (ii) rights to which you are entitled by virtue of your participation in the employee benefit plans, policies and arrangements of the Company.

8. RETURN OF MATERIALS. Upon the termination of your employment, you agree to return to the Company all Company property, including all materials furnished to you during your employment (including but not limited to keys, computers, automobiles, electronic communication devices, files, electronic storage devices and identification cards) and all materials created by you during your employment. In addition, you agree that upon the termination of your employment you will provide the Company with all passwords and similar information which will be necessary for the Company to access materials on which you worked or to otherwise continue in its business.
9. CONFIDENTIALITY. In the course of your employment with the Company you will be given access to and otherwise obtain knowledge of certain trade secrets and confidential and proprietary information pertaining to the business of the Company and its affiliates. Other than in the course of properly performing your duties for the Company, during the Employment Term and thereafter, you will not, directly or indirectly, without the prior written consent of the Company, disclose or use for the benefit of any person, corporation or other entity, including yourself, any trade secrets or other confidential or proprietary information concerning the Company or its affiliates, including, but not limited to, information pertaining to their clients, services, products, earnings, finances, operations, marketing, methods or other activities; provided, however, that the foregoing shall not apply to information which is of public record or is generally known, disclosed or available to the general public or the industry generally (other than as a result of your breach of this covenant or the breach by another employee of his or her confidentiality obligations). Notwithstanding the foregoing, you may disclose such information as is required by law during any legal proceeding or to your personal representatives and professional advisers as is required for purposes of rendering tax or legal advice, and, with respect to such personal representatives and professional advisers, you shall inform them of your obligations hereunder and take all reasonable steps to ensure that such professional advisers do not disclose the existence or substance thereof. Further, other than in the course of properly performing your duties for the Company, you shall not, directly or indirectly, remove from the Company's premises any records, computer disks or files, computer printouts, business plans or any copies or reproductions thereof, or any information or instruments derived therefrom, arising out of or relating to the business of the Company and its affiliates or obtained as a result of your employment by the Company.
10. NON-SOLICITATION/NON-COMPETITION.
 - (a) Without the prior written consent of the Company, during the Employment Term and for a period of twelve (12) months after the termination of your employment with the Company for any reason, you shall not:
 - (i) become engaged in or otherwise become interested in, directly or indirectly (whether as an owner, officer, employee, consultant, director, stockholder, or otherwise), any company, enterprise or entity that, in any market served by the

Company, provides, or has made substantial preparation to provide, services or products that compete with any portion of the "Business" (as defined below in Section 10(c));

- (ii) for the purpose of providing services or products similar to those provided by the Company in the conduct of the Business, directly or indirectly solicit, or assist any other person in soliciting, any client of the Company (x) with whom you had contact during your employment with the Company, (y) about which you learned non-public information during your employment with the Company, or (z) whose account you oversaw during your employment with the Company;
 - (iii) for purposes of employment with an entity other than the Company, directly or indirectly solicit, or assist any other person in soliciting, any person who was an employee of the Company or its affiliates as of your termination of employment with the Company, or any person who, as of such date, was in the process of being recruited by the Company or its affiliates to become an employee of the Company or its affiliates (each such person, a "Protected Employee"), or induce any Protected Employee to terminate his or her employment with the Company or its affiliates; or
 - (iv) hire or assist another in hiring any Protected Employee who potentially possesses the Company's or its affiliate's confidential information (as described in Section 9 above) for a position where the Protected Employee's knowledge of such information might be harmful the Company or its affiliates.
- (b) You acknowledge that the protections of the Company set forth in this Section 10 are fair and reasonable. You agree that remedies at law for a breach or threatened breach of the provisions of this Section 10 would be inadequate and, therefore, the Company shall be entitled, in addition to any other available remedies, without posting a bond, to equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy that may be then available.
- (c) As used in this Section 10, the term "Business" shall mean the business of the Company and its direct and indirect parents and subsidiaries and shall include (I) executive search, which includes facilitating the recruitment, management and deployment of senior executives for executive management and board director positions; (II) leadership consulting services, which includes succession planning, executive development and top team effectiveness; and (III) as of the date of your termination of employment, any other service or product provided by the Company or for which the Company had made substantial preparation to enter into or offer.

11. OTHER LEGAL MATTERS.

- (a) NO OTHER AGREEMENTS/OBLIGATIONS. You have advised the Company that your execution and performance of the terms of this Agreement do not and will not violate any other agreement binding on you or the rights of any third parties and you understand that in the event this advice is not accurate the Company will not have any obligation to you under this Agreement.
- (b) UNITED STATES EMPLOYMENT. You will be an employee of the Company's United States operations and agree that your employment with the Company shall be governed by the laws of the United States of America and the State of Illinois.
- (c) ARBITRATION. Any controversy or claim arising out of or relating to this Agreement or for the breach thereof, or your employment, including without limitation any statutory claims (for example, claims for discrimination including but not limited to discrimination based on race, sex, sexual orientation, religion, national origin, age, marital status, handicap or disability; and claims relating to leaves of absence mandated by state or federal law), breach of any contract or covenant (express or implied), tort claims, violation of public policy or any other alleged violation of statutory, contractual or common law rights (and including claims against the Company's officers, directors, employees or agents) if not otherwise settled between the parties, shall be conclusively settled by arbitration to be held in Chicago, Illinois, in accordance with the American Arbitration Association's Employment Arbitration Rules and Mediation Procedures (the "Rules"). Arbitration shall be the parties' exclusive remedy for any such controversies, claims or breaches. The parties also consent to personal jurisdiction in Chicago, Illinois with respect to such arbitration. The award resulting from such arbitration shall be final and binding upon both parties. This Agreement shall be governed by the laws of the United States of America and the State of Illinois without regard to any conflict of law provisions of any jurisdiction. You and the Company hereby waive the right to pursue any claims, including but not limited to employment related claims, through civil litigation outside the arbitration procedures of this provision, unless otherwise required by law. You and the Company each have the right to be represented by counsel with respect to arbitration of any dispute pursuant to this paragraph. The arbitrator shall be selected by agreement between the parties, but if they do not agree on the selection of an arbitrator within thirty (30) days after the date of the request for arbitration, the arbitrator shall be selected pursuant to the Rules. With respect to any claim brought to arbitration hereunder, both you and the Company shall be entitled to recover whatever damages would otherwise be available to you/it in any legal proceeding based upon the federal and/or state law applicable to the claim, except that parties agree they shall not seek any award for punitive damages for any claims they may have under this Agreement. The decision of the arbitrator may be entered and enforced in any court of competent jurisdiction by either you or the Company. Each party shall pay the fees of their respective attorneys (except as otherwise awarded by the arbitrator), the expenses of their witnesses and any other expenses connected with presenting their cases, other costs, including the fees of the mediator, the arbitrator, the cost of any record or transcript of the arbitration, and administrative fees, shall be borne equally by the

parties, one-half by you, and one-half by the Company. Should you pursue any dispute or matter covered by this paragraph by any method other than said arbitration, the Company shall be entitled to recover from you all damages, costs, expenses, and attorneys' fees incurred as a result of such action. The provisions contained in this paragraph shall survive termination of your employment with the Company and the termination and/or expiration of this Agreement.

- (d) NOTICE. All notices and other communications under this Agreement shall be in writing to you at such address as most currently appears in the records of the Company and, if to the Company, at its Chicago headquarters, directed to the attention of the General Counsel.
- (e) FULL AND COMPLETE AGREEMENT. This letter Agreement contains our entire understanding and can be amended only in writing and signed by the Chairman of the Compensation Committee of the Board or the General Counsel of the Company. This Agreement supersedes any and all prior agreements, whether written or oral, between you and the Company, that are not specifically incorporated by reference herein. You specifically acknowledge that no promises or commitments have been made to you that are not set forth in this letter.
- (f) SEVERABILITY. If any provision of this Agreement or the application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application and, to such end, the provisions of this Agreement are declared to be severable.
- (g) SURVIVAL OF PROVISIONS. The provisions of Sections 7 through 9 of this Agreement shall survive the termination of your employment with the Company and the expiration or termination of this Agreement.
- (h) NEUTRAL INTERPRETATION. This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement of this Agreement shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship of the Agreement. Each party has been provided ample time and opportunity to review and negotiate the terms of this Agreement and consult with legal counsel regarding the Agreement.
- (i) NO WAIVER. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- (j) COUNTERPARTS AND SIGNATURES. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures delivered by facsimile or PDF file shall constitute original signatures.

- (k) WITHHOLDING. All payments to be made to you by the Company shall be subject to withholding as reasonably determined by the Company pursuant to applicable law and regulation.
- (l) CODE SECTION 409A. It is intended that any amounts payable under this Agreement shall be exempt from or shall comply with Code Section 409A (including the Treasury regulations and other published guidance relating thereto) and the Company's and your exercise of authority or discretion hereunder shall comply therewith so as not to subject you to the payment of any interest or additional tax imposed under Code Section 409A. To the extent any amount payable to you from the Company, per this Agreement or otherwise, would trigger the additional tax imposed by Code Section 409A, the payment arrangements shall be modified to avoid such additional tax. This provision includes, but is not limited to, Treasury Regulation Section 1.409A-3(g)(2), relating to a six-month delay in payment of deferred compensation to a "specified employee" (as defined in the Treasury Regulations under Section 409A) upon a separation from service, to the extent applicable.

[signature page follows]

We look forward to your continued employment with the Company.

Yours sincerely,

/s/ Jill Kanin-Lovers

Jill Kanin-Lovers

Director and Chair, HSII Human Resources and Compensation Committee

I hereby accept the terms and conditions of employment as outlined above:

/s/ L. Kevin Kelly

L. Kevin Kelly

December 30, 2011

Date

EXHIBIT A

GENERAL RELEASE AND WAIVER

1. For valuable consideration, the adequacy of which is hereby acknowledged, the undersigned ("Employee") on behalf of himself and the other Employee Releasers (as defined below) releases and forever discharges Heidrick & Struggles International, Inc. (the "Company") and the other Company Releasees (as defined below) from any and all Claims (as defined below) which the Employee now has or claims, or might hereafter have or claim, whether known or unknown, suspected or unsuspected (or the other Employee Releasers may have, to the extent that it is derived from a Claim which the Employee may have), against the Company Releasees based upon or arising out of any matter or thing whatsoever, from the beginning of time to the date affixed beneath the Employee's signature on this General Release and Waiver and shall include, without limitation, Claims arising out of or related to the letter agreement between the Company and Employee dated [INSERT DATE] (the "Letter Agreement") and Claims arising under (or alleged to have arisen under) (a) the Age Discrimination in Employment Act of 1967, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) The Civil Rights Act of 1991; (d) Section 1981 through 1988 of Title 42 of the United States Code, as amended; (e) the Employee Retirement Income Security Act of 1974, as amended; (f) The Immigration Reform Control Act, as amended; (g) The Americans with Disabilities Act of 1990, as amended; (h) The National Labor Relations Act, as amended; (i) The Occupational Safety and Health Act, as amended; (j) any state or local anti-discrimination law; (k) any other local, state or federal law, regulation or ordinance; (l) any public policy, contract, tort, or common law; or (m) any allegation for costs, fees, or other expenses including attorneys' fees incurred in these matters. The Employee further releases any rights to recover damages or other personal relief based on any claim or cause of action filed on the Employee's behalf in court or any agency. Notwithstanding the above, the Employee Releasers do not release any claim duly filed pursuant to the group welfare and retirement plans of the Company or a claim filed pursuant to any policy of liability insurance or the Company's by-laws.

2. For purposes of this General Release and Waiver, the terms set forth below shall have the following meanings:
 - (a) The term "Claims" shall include any and all rights, claims, demands, debts, dues, sums of money, accounts, attorneys' fees, experts' fees, complaints, judgments, executions, actions and causes of action of any nature whatsoever, cognizable at law or equity.
 - (b) The term "Company Releasees" shall include the Company and its affiliates and their current, former and future officers, directors, trustees, members, employees, shareholders, partners, assigns and administrators and fiduciaries under any employee benefit plan of the Company and of any affiliate, and insurers, and their predecessors and successors.

(c) The term "Employee Releasers" shall include the Employee, and his family, heirs, executors, representatives, agents, insurers, administrators, successors, assigns, and any other person claiming through the Employee.

3. The Employee acknowledges that: (a) the Employee has read and understands this General Release and Waiver in its entirety; (b) the severance payments and other benefits provided to the Employee under the Letter Agreement exceed the nature and scope of that to which the Employee would otherwise have been entitled to receive from the Company; (c) the Employee has been advised in writing to consult with an attorney about this General Release and Waiver before signing and has had ample opportunity to do so; (d) the Employee has been given forty-five (45) days to consider this General Release and Waiver before signing; (e) the Employee has the right to revoke this General Release and Waiver in full within seven (7) calendar days of signing it by providing written notice to the Company addressed as follows: Heidrick & Struggles International, Inc. 233 South Wacker Drive, Suite 4200 Sears Tower, Chicago, IL 60606-6303, Attn: General Counsel, and that this General Release and Waiver shall not become effective until that seven-day revocation period has expired; and (f) the Employee enters into this General Release and Waiver knowingly and voluntarily, without duress or reservation of any kind, and after having given the matter full and careful consideration.

[Exhibit only. To be signed at termination of employment in connection with severance benefits.]

L. KEVIN KELLY

Date: _____

Heidrick & Struggles International, Inc.
Change in Control Severance Plan
(As Amended and Restated Effective December 29, 2011)

Article 1. Establishment and Purpose

1.1 Establishment of the Plan. Heidrick & Struggles International, Inc. (the "Company") initially established the Heidrick & Struggles International, Inc. Change in Control Severance Plan (the "Plan") effective as of December 12, 2001. The Company amended and restated the Plan effective as of May 24, 2007. The Company hereby amends and restates the Plan effective as of December 29, 2011.

1.2 Purpose of the Plan. The Board (as defined herein) has determined that it is in the best interests of the Company and its stockholders to continue to secure the services, dedication and objectivity of certain key employees of the Company in the event of any threat or occurrence of a Change in Control, without concern as to whether such employees might be hindered or distracted by personal uncertainties and risks created by any such actual or threatened Change in Control.

Article 2. Definitions

Whenever used in the Plan, the following terms shall have the following meanings:

2.1 "Base Salary" means a Participant's highest annual rate of salary, including any amounts deferred at the election of the Participant, in effect at any time during the 12 months immediately preceding such Participant's Termination Date.

2.2 "Benefit Plans" means (a) any benefit plan or arrangement providing the benefits described in Section 3(1) of the Employee Retirement Income Security Act of 1974 and (b) any plan or arrangement providing for perquisites, such as car allowance, annual physical examination, club memberships and similar benefits, in each case in which the Participant was participating immediately prior to his or her Termination Date, or if more favorable to the Participant, immediately prior to the Change in Control.

2.3 "Board" means the Board of Directors of the Company or its successor.

2.4 "Bonus Amount" means the annual target bonus for the Participant under the Company's Management Incentive Plan or any successor management plan for the Participant as of the date immediately prior to the Change in Control (but not the Fee/SOB bonus plan or any successor plan thereto).

2.5 "Cause" means (a) the willful and continued failure by the Participant to substantially to perform his or her duties and obligations to the Company (other than any such failure resulting from any physical or mental condition, whether or not such condition constitutes a Disability) or (b) the willful engaging by the Participant in misconduct that is materially injurious to the Company, monetarily or otherwise. For purposes of this definition, no act, or failure to act, on a Participant's part shall be considered "willful" unless done, or omitted to be done, by the Participant in bad faith and without reasonable belief that his or her action or omission was in the best interests of the Company.

2.6 "Change in Control" means the occurrence of any one of the following events:

(a) any Person (other than the Company, any trustee or other fiduciary holding securities under an employee benefit plan of the Company, or any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company), becomes the

beneficial owner (as defined in Rule 13d-3 under the Exchange Act of 1934, as amended), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then-outstanding securities;

(b) during any period of 24 months, individuals who, at the beginning of such period, constitute the Board, and any new director (other than (i) a director nominated by a Person who has entered into an agreement with the Company to effect a transaction described in Sections 2.6(a), (c) or (d) hereof, (ii) a director nominated or proposed by any Person who has publicly announced or advised the Company of an intention to take or to consider taking actions (including, but not limited to, an actual or threatened proxy contest) which, if consummated, would constitute a Change in Control, or (iii) a director nominated by any Person who is the beneficial owner, directly or indirectly, of securities of the Company representing 10% or more of the combined voting power of the Company's securities) whose election by the Board or nomination for election by the Company's stockholders was approved in advance by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority thereof;

(c) the consummation of any transaction or series of transactions under which the Company is merged or consolidated with any other company (other than a merger or consolidation (i) which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent corporation) more than 66-2/3% of the combined voting power of the voting securities of the Company or such surviving entity or its parent corporation outstanding immediately after such merger or consolidation, and (ii) after which no Person holds 30% or more of the combined voting power of the then outstanding securities of the Company or such surviving entity or its parent corporation); or

(d) the consummation of a plan of complete liquidation of the Company or a sale or disposition by the Company of all or substantially all of the Company's assets.

For purposes of this Section 2.6, "Person" shall have the meaning ascribed to such term in Section 3 of the Exchange Act or as such term is used for purposes of Section 13(d) or 14(d) of the Exchange Act. Notwithstanding the foregoing, a Change in Control shall not occur with respect to the Participant by reason of any event which would otherwise constitute a Change in Control if, immediately after the occurrence of such event, (A) the Company ceases to be subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act and no more than 50% of the then outstanding shares of common stock of the Company or any acquiror or successor to substantially all of the business of the Company is owned, directly or indirectly, by any entity subject to such requirements and (B) individuals (which may or may not include the Participant) who were executive officers of the Company immediately prior to the occurrence of such event, own, directly or indirectly, on a fully diluted basis, (I) 25% or more of the then outstanding shares of common stock of the Company or any acquiror or successor to substantially all of the business of the Company or (II) 25% or more of the combined voting power of the then outstanding voting securities of the Company or any acquiror or successor to substantially all of the business of the Company entitled to vote generally in the election of directors.

2.7 "Committee" means the Human Resources and Compensation Committee of the Board.

2.8 "Company" means Heidrick & Struggles International, Inc., organized under the laws of the state of Delaware, including any successor or successors thereto.

2.9 “Disability” means (a) a physical or mental condition entitling the Company to terminate the Participant’s employment pursuant to an employment agreement between the Participant and the Company or (b) in the absence of such a provision, a physical or mental incapacity of a Participant which would entitle the Participant to benefits under the long term disability plan maintained by the Company for its U.S. employees as in effect immediately prior to a Change in Control (regardless of whether the Participant is actually covered by such plan).

2.10 “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, including rules thereunder.

2.11 “Good Reason,” means, without a Participant’s express written consent, the occurrence of any of the following events during the Protected Period:

(a) the assignment to the Participant of any duties materially inconsistent with, or the material reduction of powers, responsibilities or functions associated with, the Participant’s positions and status with the Company immediately prior to a Change in Control, or any removal of the Participant from, or any failure to reelect the Participant to, any positions or offices with the Company that the Participant held immediately prior to a Change in Control;

(b) a material reduction by the Company of the Participant’s base salary as in effect immediately prior to a Change in Control or of such higher base salary as may have been in effect during the Protected Period;

(c) the failure by the Company to pay the Participant his or her current compensation, or any compensation deferred under any plan, agreement or arrangement of or with the Company when such compensation is due;

(d) a change in the Participant’s principal work location more than 50 miles from the Participant’s principal work location immediately prior to a Change in Control;

(e) a change in the Participant’s required travel on the Company’s business to the extent such travel obligations are substantially inconsistent with the Participant’s business travel obligations immediately prior to a Change in Control;

(f) (i) the Company’s failure to continue in effect benefits provided under the Benefit Plans, (ii) any act or omission by the Company that adversely affects the Participant’s participation in, or materially reduces the Participant’s benefits under, such Benefit Plans or (iii) the material reduction by the Company of the number of paid vacation days to which the Participant is entitled immediately prior to a Change in Control;

(g) a material reduction in the Participant’s annual bonus and long-term incentive compensation opportunities from the level of annual bonus and long-term incentive compensation opportunities made available to the Participant immediately prior to the Change in Control;

(h) a material increase in the required working hours of the Participant from that required prior to the Change in Control; or

(i) the Company’s failure to obtain pursuant to Section 10.1 an assumption of the Company’s obligations under the Plan by any successor to the Company.

Notwithstanding the foregoing, an isolated and inadvertent action taken in good faith and remedied by the Company within 10 days after receipt of notice thereof from the Participant shall not constitute Good Reason.

2.12 "Health Benefits" means the health, dental and/or vision benefits provided under a Benefit Plan in which the Participant was participating immediately prior to his or her Termination Date, or if more favorable to the Participant, immediately prior to the Change in Control.

2.13 "Participant" means an employee of the Company who fulfills the eligibility requirements as provided in Article 4 of the Plan.

2.14 "Plan" means this Heidrick & Struggles International, Inc. Change in Control Severance Plan, as amended and restated effective as of May 24, 2007.

2.15 "Protected Period" means the period beginning on the date on which a Change in Control occurs and ending two years after that date. Anything in the Plan to the contrary notwithstanding, if a Participant's employment with the Company is terminated or the terms and conditions of the Participant's employment are adversely changed in a manner which would constitute grounds for a termination of employment by the Participant for Good Reason prior to the date on which a Change in Control occurs, and it is reasonably demonstrated that such termination of employment or adverse change (a) was at the request of a third party who has taken steps reasonably calculated to effect the Change in Control or (b) otherwise arose within six months prior to and in connection with or in anticipation of the Change in Control, then for all purposes of the Plan the "Protected Period" for such Participant shall begin on the date immediately prior to the date of such termination of employment or adverse change and end two years after the date of such Change in Control.

2.16 "Severance Factor" means a number equal to (a) two and one-half, for a Participant described in Section 4.1(a) with the title of Chief Executive Officer of the Company on his or her Termination Date; (b) two, for a Participant described in Section 4.1(a) in a Tier I position (as defined in the Company's Management Incentive Plan) on his or her Termination Date; (c) one, for a Participant described in Section 4.1(a) in a Tier II position (as defined in the Company's Management Incentive Plan) on his or her Termination Date; and (d) for a Participant described in Section 4.2, the number approved by the Committee at the time the Committee approved the Participant's Plan participation.

2.17 "Severance Period" means the period of time beginning on the Participant's Termination Date and continuing for a number of years equal to the Participant's Severance Factor.

2.18 "Termination Date" means the effective date of a Participant's termination of employment as provided in Article 5.

Article 3. Administration

3.1 Committee. The Plan shall be administered by the Committee. The Committee shall have full authority, consistent with the Plan, to administer the Plan, including the authority to make participation decisions as described in Article 4 and the authority to interpret and construe any provisions of the Plan. The Committee may, subject to the provisions of the Plan, establish such rules and regulations as it deems necessary or advisable for the proper administration of the Plan, and may make determinations and may take such other action in connection with or in relation to the Plan as it deems necessary or advisable. The decisions of the Committee shall be final and binding on all parties.

3.2 Indemnification. No member of the Board or the Committee shall be liable for any action taken or determination made hereunder in good faith. Service on the Committee shall constitute service as a member of the Board so that the members of the Committee shall be entitled to indemnification and reimbursement as directors of the Company pursuant to the Company's Restated Certificate of Incorporation and By-Laws.

Article 4. Participation

4.1 Section 16 of the Exchange Act. (a) Each employee of the Company who the Committee determines is an officer subject to Section 16 of the Exchange Act shall become a Participant in the Plan as of the date of such Committee determination.

(b) An employee of the Company who the Committee determines is no longer subject to Section 16 of the Exchange Act shall cease to participate in the Plan as of the date of such Committee determination.

4.2 Other Participants. Each other employee of the Company who was a Participant in the Plan on May 24, 2007 but was not subject to Section 16 of the Exchange Act on such date shall continue to participate in the Plan through December 31, 2007 in accordance with the terms of the Plan in effect immediately prior to May 24, 2007. Such employee shall not be eligible to participate in the Plan after December 31, 2007, unless and until the Committee subsequently determines that he or she is subject to Section 16 of the Exchange Act.

Article 5. Termination of Employment During the Protected Period

5.1 Termination of Employment by the Company. During the Protected Period, the Company shall have the right to terminate a Participant's employment hereunder for Cause, without Cause or on account of the Participant's Disability or death, by following the procedures hereinafter specified.

(a) The Company may terminate a Participant's employment for Cause by vote of a majority of the Board, but not unless and until the Board gives the Participant written notice of intent to terminate the Participant's employment for Cause, specifying the particulars of the conduct of the Participant forming the basis for such termination and setting forth specific corrective action required of the Participant and, subsequently, a majority of the Board finds, after at least 15 days from the date of the notice, that termination of the Participant's employment for Cause is justified. Termination of the Participant's employment for Cause shall become effective after such finding has been made by the Board and five business days after the Board gives the Participant notice thereof, specifying in detail the particulars of the conduct of the Participant found by the Board to justify such termination for Cause.

(b) The Company may terminate a Participant's employment without Cause by vote of a majority of the Board. Termination of the Participant's employment without Cause shall be effective five business days after the Board gives the Participant notice thereof, specifying that such termination is without Cause.

(c) The Company may terminate a Participant's employment for Disability by vote of a majority of the Board. Such Termination shall become effective 30 days after a notice of intent to terminate the Participant's employment, specifying Disability as the basis for such termination, is given to the Participant by the Board. Termination of a Participant's employment on account of his or her death shall become effective as of the date of such death.

5.2 Termination of Employment by a Participant. During the Protected Period, a Participant shall be entitled to terminate his or her employment with the Company for any reason, or for Good Reason. The Participant shall give the Company written notice of such termination of employment, and if such termination is for Good Reason, set forth in reasonable detail the facts and circumstances claimed by the Participant to constitute Good Reason. Termination of Participant's employment by the Participant pursuant to this Section 5.2 shall be effective as of the date of such notice, or if such termination is for Good Reason, five business days after the Participant gives such notice.

Article 6. Payments Upon Termination of Employment

6.1 Termination of Employment Without Cause or For Good Reason. If during the Protected Period the Participant's employment is terminated by the Company without Cause, or by the Participant for Good Reason, then the Company shall provide to such Participant the following benefits:

(a) The Company shall pay to the Participant, within 45 days following the Termination Date, a lump sum cash amount equal to the Participant's Severance Factor multiplied by the sum of the Participant's Base Salary and Bonus Amount.

(b) The Company shall pay to the Participant, within 45 days following the Termination Date, a lump sum cash amount equal to the sum of (i) the full Base Salary earned by the Participant through the Termination Date and unpaid at the Termination Date (without any regard to any reduction constituting Good Reason), (ii) any bonus earned by the Participant but not yet paid or credited as a deferral at the Termination Date, (iii) the amount of any Base Salary attributable to vacation earned by the Participant but not taken before the Termination Date, and (iv) one-twelfth of the Participant's Bonus Amount multiplied by the number of months and parts thereof from the beginning of the calendar year including the Termination Date through the Termination Date.

(c) The Company shall maintain in full force and effect with respect to the Participant (and, to the extent applicable, his or her spouse or dependents) the Health Benefits, upon the same terms in effect immediately prior to the Termination Date (or, if more favorable to the Participant, immediately prior to the Change in Control), for one year following the Termination Date, provided that the Participant's continued participation is possible under the terms of the Benefit Plans providing such Health Benefits. The Company and the Participant shall share the costs of the continuation of such Health Benefits in the same proportion as such costs were shared immediately prior to the Termination Date (or, if more favorable to the Participant, immediately prior to the Change in Control). In the event that such continued participation in the Benefits Plans providing the Health Benefits is prohibited at any time during the one-year period, the Company shall arrange to provide the Participant (and to the extent applicable, his or her spouse or dependents) with benefits substantially similar to those which the Participant is entitled to receive under such Benefit Plans. Continued Health Benefits shall cease on the date the Participant becomes employed and covered under another employer's benefit plan providing the same type and level of benefits. In the event that the Participant becomes employed and covered under another employer's benefit plan that does not provide the same level of benefits, the Health Benefits received by the Participant (and his or her spouse or dependents) shall be offset by any benefits received from the new employer. The one year anniversary of the Participant's Termination Date shall be considered a "qualifying event" as defined in Section 601 et seq. of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), and if on such date the Participant or his spouse or dependents are covered by the Benefit Plan providing Health Benefits, they shall be eligible for continued benefits pursuant to COBRA (to the extent such Benefit Plan is subject to COBRA), in which case the Participant shall be responsible for paying the full cost of such coverage during the applicable COBRA period. If on the one year anniversary of the Participant's Termination Date the Participant or his or her spouse or dependents are receiving substantially similar Health Benefits outside of the Benefit Plans due to the inability of the Benefit Plans to provide such Health Benefits, and such Benefit Plans are subject to COBRA, the Company shall continue to make such Health Benefits available, at the Participant's full cost, for a period of time equal to the COBRA period that would have applied had the Participant been eligible for COBRA as described in the preceding sentence.

(d) All outstanding stock awards or stock-based awards granted to the Participant pursuant to the 2007 Heidrick & Stuggles GlobalShare Program (the "Program"), or any successor program, plan, or agreement (the "Stock Awards"), shall become fully vested, exercisable, and non-forfeitable pursuant to the terms of the agreement under which such Stock Awards were granted, the terms of which are hereby incorporated into this

Plan; provided, however, that if (x) the Termination Date during the Protected Period is prior to the date on which a Change in Control occurs (to the extent permitted under Section 2.15), and (y) a Change in Control actually occurs within six months following the Termination Date, then the following shall occur:

(i) With respect to Stock Awards that vest based on the passage of time, such awards shall become fully vested, exercisable, and non-forfeitable as of the date on which the Change in Control occurs.

(ii) With respect to Stock Awards that vest based on the attainment of performance objectives, a number of such awards equal to the greater of the target number of such awards granted or the number of such awards that would have vested if the date of the Change in Control was the last day of the period during which the attainment of performance objectives is measured shall become fully vested, exercisable, and non-forfeitable as of the date on which the Change in Control occurs.

If there is any conflict between the provisions of this Section 6.1(d) and the terms of the Program, or any successor program, plan, or agreement, or any agreement under which Stock Awards were granted, the terms of this Section 6.1(d), as interpreted by the Committee, shall govern.

6.2 Other Termination of Employment. If during the Protected Period the employment of a Participant is terminated by the Company for Cause, by the Participant for other than Good Reason or as a result of the Participant's death or Disability, the Company shall pay to the Participant, or to the Participant's beneficiary if a Participant dies while any amount would still be payable to the Participant hereunder had the Participant continued to live, within 45 days following the Termination Date, a lump sum cash amount equal to the sum of (a) the full Base Salary earned by the Participant through the Termination Date and unpaid at the Termination Date, (b) any bonus earned by the Participant but not yet paid or credited as a deferral at the Termination Date, and (c) the amount of any Base Salary attributable to vacation earned by the Participant but not taken before the Termination Date.

6.3 Other Agreements. The payments and the other benefits described in Section 6.1(a), (b)(iv), (c), and (d) shall be in addition to, and not in lieu of, all other accrued, vested or deferred compensation, rights, options or other benefits which may be owed to a Participant following termination of employment or upon a Change in Control, including but not limited to amounts or benefits payable under any incentive plan, stock option plan, stock ownership plan, stock purchase plan, life insurance plan, health plan, disability plan or similar or successor plan; provided, however, that in the event the Participant is entitled to any benefits or payments upon his or her termination of employment under an employment agreement with, a Stock Award agreement with, or other severance plan maintained by, the Company ("Other Severance Agreements"), the Participant shall not be entitled to the payments and benefits hereunder upon such termination unless the Participant then waives any rights that the Participant may then have under such Other Severance Agreements in respect of such termination of employment. If the Participant does not waive his or her rights under such Other Severance Agreements in accordance with this Section 6.3, the Participant shall not be entitled to any payments or benefits hereunder and shall not be bound by the restrictive covenants contained in Article 11 of the Plan. In the event that the Participant is entitled to receive from the Company benefits in the nature of severance under applicable law, then the amounts of benefits provided hereunder shall, to the extent lawful, be reduced by the amount of such legally mandated benefits.

Article 7. Reduction to Payments

(a) This Article 7 shall apply to a Participant described in Section 4.1(a) who as of his or her Termination Date is in a Tier I position or Tier II position (as defined in the Company's Management Incentive Plan).

(b) Anything in the Plan to the contrary notwithstanding, in the event it is determined that any payment or benefit by the Company to or for the benefit of the Participant, whether pursuant to the terms of the Plan or otherwise (the "Payment"), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), or any interest or penalties are incurred by the Participant with respect to such excise tax (such excise tax, together with any such interest and penalties, referred to as the "Excise Tax"), the Payment shall be reduced to the least extent necessary, if any, so that the Payment is \$1.00 less than three times the "base amount" as defined in Section 280G(b)(3) of the Code (the "Parachute Threshold"), but only if, by reason of such reduction (the "Reduction"), the Net After-Tax Benefit received by the Participant as a result of such Reduction will exceed the Net After-Tax Benefit that would have been received by the Participant if no such Reduction was made.

(c) The Company shall cause all determinations required to be made under this Article 7, including whether the Payment would be subject to the Excise Tax, whether a Reduction is required and the amount of such Reduction, and the assumptions not specified herein to be used in arriving at such determinations, to be made by the Company's independent auditors immediately prior to the Change in Control (the "Accounting Firm"). The Company shall cause the Accounting Firm to make such determination within 15 business days after request therefor by notice from the Participant or the Company to such Accounting Firm. For purposes of making the calculations required herein, the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on interpretations of the Code for which there is a "substantial authority" tax reporting position. The Company shall cause the Accounting Firm to provide detailed supporting calculations with respect to its determination both to the Company and the Participant within such 15 business day period. The Company shall pay all fees and expenses of the Accounting Firm.

(d) If the Accounting Firm determines, pursuant to Article 7(b), that a Reduction is required, the Payment shall be reduced so that the Payment is \$1.00 less than the Participant's Parachute Threshold. The Company shall reduce the Payment as specified by the Participant to the extent necessary.

(e) For purposes of this Article 7, "Net After-Tax Benefit" means (i) the Payment that the Participant becomes entitled to receive from the Company which would constitute "parachute payments" within the meaning of Section 280G of the Code, less (ii) the amount of all federal, state, and local income and employment taxes payable with respect to the Payment, calculated at the maximum applicable marginal income tax rate, less (iii) the amount of the Excise Tax imposed with respect to the Payment.

(f) This Article 7 shall not apply to a Participant unless such Participant elects to have this Article 7 apply to him or her. Such election must be made no later than 10 business days after the Participant is informed of the Accounting Firm's determination that any Payment would be subject to the Excise Tax. Such election must be made using a reasonable and customary form as shall be prepared by the Company and shall be substantially similar to the sample attached hereto as Exhibit A.

Article 8. Withholding Taxes

The Company may withhold from all payments due to a Participant (or his or her beneficiary or estate) hereunder all taxes which, by applicable federal, state, local or other law, the Company is required to withhold therefrom.

Article 9. The Company's Payment Obligation; No Mitigation

9.1 Payment Obligations Absolute. The Company's obligation to a Participant to make the payments and the arrangements provided for herein shall be absolute and unconditional, and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment, defense, or other right which the Company may have against the Participant or anyone else, except to the extent so provided in Section 6.1(c) and Article 7, if applicable. All amounts payable by the Company hereunder shall be paid without notice or demand. Each and every payment made hereunder by the Company shall be final, and the Company shall not seek to recover all or any part of such payment from Participants or from whomsoever may be entitled thereto.

9.2 No Mitigation. Participants shall not be obligated to seek other employment or take other action by way of mitigation of the amounts payable or arrangements made under any provision of the Plan, and the obtaining of any such other employment shall in no event effect any reduction of the Company's obligations to make the payments and arrangements required to be made under the Plan, except to the extent provided in Section 6.1(c).

Article 10. Successors and Assignment

10.1 Successors to the Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) of all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform the Company's obligations under the Plan. Failure of the Company to obtain such assumption and agreement prior to the effective date of any such succession shall be a breach of the Plan and shall entitle the Participants to terminate his or her employment for Good Reason.

10.2 Assignment by the Participant. The Plan shall inure to the benefit of and be enforceable by the Participant and each Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If a Participant dies while any amount would still be payable to the Participant hereunder had the Participant continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of the Plan, to the Participant's beneficiary. If the Participant has not named a beneficiary, then such amounts shall be paid to the Participant's devisee, legatee, or other designee, or if there is no such designee, to the Participant's estate.

Article 11. Covenant Not to Compete; Covenant Not to Solicit.

(a) As a condition to receive the benefits described herein, a Participant whose employment is terminated for reasons other than death, shall agree that:

(i) for one year after the Participant's Termination Date, the Participant shall not work on the account of any client of the Company with whom such Participant had a direct relationship or as to which the Participant had a significant supervisory responsibility or otherwise was significantly involved at any time during the two years prior to such Termination Date;

(ii) for one year after the Participant's Termination Date, the Participant shall not hire, solicit for hire, or assist any other person in soliciting or hiring any employment candidate with whom the Participant has had contact while at the Company during the two years prior to such Termination Date;

(iii) for six months after the Participant's Termination Date, with respect to a Participant whose principal responsibilities are of a corporate nature or for a corporate department (e.g., finance, tax, treasury, legal, business affairs, etc.) and do not principally involve client service related functions,

such Participant shall not work for or provide services to a principal competitor of the Company in a substantially similar corporate function as such Participant held with the Company during the two-year period prior to the Participant's Termination Date, or with respect to the Participant whose principal responsibilities are of a client service related nature (e.g., executive recruiting or search, etc.), such Participant shall not work for or provide services to a competitor of the Company on the account of any substantial competitor of any client of the Company for which such Participant had substantial responsibility during the two-year period prior to the Termination Date and shall not work directly for such a competitor of such a client; and

(iv) for one year after the Participant's Termination Date, the Participant may not (A) directly or indirectly solicit or hire, or assist any other person in soliciting or hiring, any person who, as of the Participant's Termination Date, was employed by the Company or was in the process of being recruited for employment by the Company, or (B) induce any such person to terminate his or her or her employment with or recruitment by the Company.

(b) These restrictive covenants are in addition to any rights the Company may have in law or at equity or under any other agreement.

(c) A Participant shall further agree that it is impossible to measure in money the damages which will accrue to the Company in the event the Participant breaches the restrictive covenants. Therefore, if the Company shall institute any action or proceeding to enforce the provisions hereof, the Participant shall agree to waive the claim or defense that the Company has an adequate remedy at law and the Participant shall agree not to assert in any such action or proceeding the claim or defense that the Company has an adequate remedy at law. The foregoing shall not prejudice the Company's right to require the Participant to account for and pay over to the Company any profit obtained by the Participant as a result of any transaction constituting a breach of the restrictive covenants.

(d) If the Participant does not execute and return to the Company a written agreement containing the restrictive covenants described in this Article 11 within 30 days of receipt of such agreement from the Company, no benefits shall be paid or provided to the Participant.

Article 12. Arbitration of Disputes

(a) Any disagreement, dispute, controversy or claim arising out of or relating to the Plan or the interpretation or validity hereof shall be settled exclusively and finally by binding arbitration. It is specifically understood and agreed that any disagreement, dispute or controversy which cannot be resolved between the parties, including without limitation any matter relating to the interpretation of the Plan, shall be submitted to arbitration irrespective of the magnitude thereof, the amount in controversy or whether such disagreement, dispute or controversy would otherwise be considered justifiable or ripe for resolution by a court or arbitral tribunal.

(b) The arbitration shall be conducted in accordance with the Commercial Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA"), except as otherwise provided below.

(c) The arbitral tribunal shall consist of one arbitrator. The parties to the arbitration jointly shall directly appoint such arbitrator within 30 days of initiation of the arbitration. If the parties shall fail to appoint such arbitrator as provided above, such arbitrator shall be appointed in accordance with the Arbitration Rules of the AAA and shall be a person who (i) maintains his or her or her principal place of business within 30 miles of

the location of the arbitration as set forth in Section (d) of this Article 12 and (ii) has had substantial experience in mergers and acquisitions. The Company shall pay all of the fees, if any, and expenses of such arbitrator.

(d) The arbitration shall be conducted within 30 miles of the Participant's principal work location, or in such other city in the United States of America as the parties to the dispute may designate by mutual written consent.

(e) At any oral hearing of evidence in connection with the arbitration, each party thereto or its legal counsel shall have the right to examine its witnesses and to cross-examine the witnesses of any opposing party. No evidence of any witness shall be presented unless the opposing party or parties shall have the opportunity to cross-examine such witness, except as the parties to the dispute otherwise agree in writing.

(f) Any decision or award of the arbitral tribunal shall be final and binding upon the parties to the arbitration proceeding. The parties hereto hereby waive to the extent permitted by law any rights to appeal or to seek review of such award by any court or tribunal. The parties hereto agree that the arbitral award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction.

(g) Nothing herein contained shall be deemed to give the arbitral tribunal any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of the Plan.

Article 13. Legal Fees

The Company shall pay, to the full extent permitted by law, on a quarterly basis, all legal fees and expenses which a Participant may reasonably incur as a result of any contest in which there is a reasonable basis for the claims or defenses asserted by the Participant and such claims and defenses are asserted by the Participant in good faith (regardless of the outcome thereof) regarding the validity or enforceability of, or liability under, any provision of the Plan (including as a result of any contest by the Participant about the amount of any payment pursuant to Article 6); provided, however, that the Company shall not be obligated to pay any such fees and expenses, and the Participant shall be obligated to return any such fees and expenses that were advanced, plus simple interest on such amount from the date of advancement at the 90-day U.S. Treasury Bill rate as in effect from time to time, compounded annually, if the arbitrator (as provided in Article 12) determines that the Participant was terminated for Cause or that the Participant did not have a good faith basis to assert the claim in question.

Article 14. Unfunded Status of Plan

The Plan is intended to constitute an "unfunded" plan and Participants shall have no claim against the Company or its assets other than as unsecured general creditors. Notwithstanding the foregoing, the Company may establish a trust or purchase other property to assist it in meeting its obligations hereunder; provided, however, that in no event shall any Participant have any interest in such trust or property other than as an unsecured general creditor, and this provision shall not apply to the extent funding would result in noncompliance with Section 409A(b) of the Code.

Article 15. Miscellaneous

15.1 Employment Status. Except as may be provided under any other agreement between a Participant and the Company, the employment of the Participant by the Company is "at will." The Plan does not constitute a contract of employment or impose on the Company any obligation to retain the Participant as an

employee, to change the status of the Participant's employment, or to change the policies of the Company regarding termination of employment.

15.2 Indemnification. The Company shall indemnify the Participant and hold the Participant harmless from and against any claim, loss or cause of action arising from or out of the Participant's performance as an officer, director or employee of the Company or any of its subsidiaries or in any other capacity, including any fiduciary capacity, in which the Participant serves at the request of the Company to the maximum extent permitted by applicable law and the Company's Certificate of Incorporation and By-Laws, provided that in no event shall the protection afforded to the Participant hereunder be less than that afforded under the Company's Certificate of Incorporation and By-Laws.

15.3 Beneficiaries. Each Participant may designate one or more persons or entities as the primary and/or contingent beneficiaries of any amounts owing to the Participant under the Plan. Such designation must be in the form of a signed writing acceptable to the Board. Participants may make or change such designations at any time.

15.4 Number. Except where otherwise indicated by the context, the plural shall include the singular, and the singular shall include the plural.

15.5 Severability. In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included. Further, the captions of the Plan are not part of the provisions hereof and shall have no force and effect.

15.6 Modification. The Board may amend or modify the Plan; provided, however, that no provision of the Plan may be amended or modified in a manner adverse to a Participant unless such amendment or modification is agreed to in writing by such affected Participant.

15.7 Applicable Law. To the extent not preempted by the laws of the United States, the laws of the State of Illinois shall be the controlling law in all matters relating to the Plan.

15.8 Notice. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered or five days after deposit in the United States mail, certified and return receipt requested, postage prepaid, addressed as follows:

If to the Company:

Heidrick & Struggles International, Inc.
233 South Wacker Drive, Suite 4200
Chicago, Illinois 60606
Attention: General Counsel

If to a Participant, the Participant's last known address as indicated in the Company's personnel records, or to such other address as either party may have provided to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

15.9 Joint and Several Obligation. If the Participant is employed during the Protected Period by one or more entities that form part of the Company, whether or not such Participant is also employed by the Company during the Protected Period, then (a) employment or termination of employment as described under this Plan shall mean employment or termination of employment of the Participant with the Company and such entity, or with such entity, as applicable, and related references to the Company shall also include such entity, as

applicable and (b) each such entity shall be jointly and severally liable together with the Company for the obligations of the Company to the Participant hereunder.

15.10 Effective Date. The effective date of this Plan as amended and restated is December 29, 2011 and shall apply with respect to any Change of Control or termination of employment occurring on and after such date.

Exhibit A

Article 7 Consent to Modification under the Heidrick & Struggles International, Inc. Change in Control Severance Plan

Instructions: Complete, sign, and date this form and return it to the Change in Control Severance Plan Committee c/o [] to consent to the modification of Article 7 of the Heidrick & Struggles International, Inc. Change in Control Severance Plan (the "Plan") as set forth in the Amended and Restated Plan document dated as of [].

Part 1: Consent

By signing this Consent below, I am indicating that, in accordance with Section 15.6 of the Plan, I have read Article 7 of the Plan as amended and restated as of [], and I hereby consent and agree to have the modifications set forth in Article 7 apply to me.

Part 2: Signature

Printed Name

Signature

Date

For Company Use Only

Date Received

Signature of Person Who Received Election Form for the Company

Participant Name

Restricted Stock Unit Participation Agreement

This Restricted Stock Unit Participation Agreement (the "Agreement") is dated as of this _____ day of _____, 20____ and sets forth the terms and conditions of the Award described below made by Heidrick & Struggles International, Inc. (the "Company") to _____ (the "Participant"), pursuant to the 2007 Heidrick & Struggles GlobalShare Program, (the "Program").

As of _____, 20____ (the "Grant Date"), the Company has granted _____ Restricted Stock Units ("RSUs") to the Participant as set forth herein. The RSUs are granted pursuant to the Program and are governed by the terms and conditions of the Program. All defined terms used herein, unless specifically defined in this Agreement, have the meanings assigned to them in the Program. The Participant agrees to be bound by all terms and conditions of the Agreement and the Program, and has received and reviewed a copy of the Program and the Prospectus for the Program dated November 16, 2007.

The RSUs granted under this Agreement shall not become valid or enforceable unless and until the Participant executes the Agreement and it is accepted by the Company. By the Participant's signature and the Company's signature below, the Participant and the Company agree that this constitutes the signature page of the Agreement. Participant further agrees that the RSUs are granted under and governed by the terms and conditions of the Agreement and the Program. Agreements that are not signed and returned are considered null and void.

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement as of the date first set forth above.

Name: **Participant Name**

Heidrick & Struggles International, Inc.

By: _____

Name:
Title: General Counsel

NOW, THEREFORE, in consideration of the agreements of the Participant herein provided and pursuant to the Program, the parties agree as follows:

1. **Definitions.** All capitalized terms used herein, unless specifically defined herein, shall have the same meanings as established in the Program.

“Cause” means (a) the willful and continued failure by the Participant to substantially perform his or her duties and obligations to the Company (other than any such failure resulting from any physical or mental condition, whether or not such condition constitutes a Disability) or (b) the willful engaging by the Participant in misconduct that is materially injurious to the Company, monetarily or otherwise.

“Disability” means (a) a physical or mental condition entitling the Company to terminate the Participant’s employment pursuant to an employment agreement between the Participant and the Company or (b) in the absence of such a provision, a physical or mental incapacity of a Participant which would entitle the Participant to benefits under the long term disability plan maintained by the Company for its U.S. employees (regardless of whether the Participant is actually covered by such plan).

“Good Reason” means, without a Participant’s express written consent, the occurrence of any of the following events:

- (a) a material diminution in the duties or responsibilities of the Participant;
- (b) a material reduction by the Company of the Participant’s base salary or annual bonus opportunity;
- (c) the failure by the Company to pay the Participant his or her current compensation, or any compensation deferred under any plan, agreement or arrangement of or with the Company when such compensation is due; or
- (d) a change in the Participant’s principal work location to a location that is more than 50 miles from the Participant’s principal work location immediately prior to such change.

A Participant must deliver notice to the Company no later than 90 days following the occurrence of the circumstance that constitutes Good Reason. The Company shall be provided a 30-day period following the receipt of such notice to cure the circumstances that give rise to Good Reason. If, during the cure period, such circumstance is remedied, the Participant will not be permitted to terminate employment for Good Reason as a result of such circumstance. If, at the end of the cure period, the circumstance that constitutes Good Reason has not been remedied, the Participant will be entitled to terminate employment for Good Reason during the 30-day period that follows the end of the cure period. If the Participant does not terminate employment during such 30-day period, the Participant will not be permitted to terminate employment for Good Reason as a result of such event.

2. **Participation.** Pursuant to the Program and contingent upon the execution of the Agreement, the Company hereby grants to the Participant RSUs subject to the terms and conditions herein. As a material condition and inducement to the Company’s grant of RSUs to the Participant, the Participant agrees that he or she has received and reviewed the Program and the Prospectus, and further agrees to be bound by all of the terms and conditions of the Agreement and the Program, as may be amended by the Company from time to time.

3. Vesting of RSUs.

- a. Subject to Section 3(b) and Section 4 below, all RSUs granted under the Agreement shall vest in accordance with the schedule set forth below; provided the Participant has been in Continuous Service through each vesting date. For purposes of the Agreement, "Continuous Service" shall mean the Participant's service with the Company or any Subsidiary or Affiliate as an employee, or the Participant's service as a member of the Board of Directors of the Company, has not been interrupted or terminated, and shall include any period during which the Participant is on an approved leave of absence from the Company or its Subsidiaries or Affiliates.

Vesting Date

Number of Shares Vesting

- b. Notwithstanding the terms of Section 3(a) above, if the Participant's Continuous Service is terminated as a result of the Participant's death or Disability, all RSUs granted to the Participant under the Agreement will immediately vest.
- c. In the case of a Participant who is both an employee of the Company or any Subsidiary or Affiliate and a member of the Board of Directors of the Company, Continuous Service shall not end until the Participant's service as both an employee and a director terminates.

4. Change-in-Control

- a. Unless the Committee determines otherwise, upon a Change in Control if the RSUs are Assumed (as defined below) by the entity effecting the Change in Control (or a successor or parent corporation), the RSUs will vest as provided in Section 3(a) or, if earlier, will become fully vested upon the termination of the Participant's employment during the two-year period beginning on the date of a Change in Control, if such termination is due to: (i) a termination by the Company without Cause or (ii) a voluntary termination by the Participant due to the existence of Good Reason.
- b. Unless the Committee determines otherwise, upon the occurrence of a Change in Control, if the Restricted Stock Units are not Assumed by the entity effecting the Change in Control (or a successor or parent corporation), the RSUs will become fully vested on the date of the Change in Control. For each RSU covered by this Agreement which then has not otherwise expired, the Participant will receive a payment equal to the consideration (consisting of cash or other property (including securities of a successor or parent corporation)) which holders of Company Stock received (or will receive) in the Change-in-Control transaction multiplied by each share of Company Shares represented by the RSUs covered by

this Agreement that have then not otherwise expired. Such payment shall be made in the same form as such consideration and at such date(s) as specified by the Committee.

For purposes of this Agreement, RSUs will be considered assumed ("Assumed") if the following conditions are met: (1) RSUs are converted into a replacement award in a manner that complies with Section 409A of the Internal Revenue Code of 1986, as amended; (2) the replacement award contains provisions for scheduled vesting and treatment on termination of employment (including the definition of Cause and Good Reason) that are no less favorable to the Participant than those in this Agreement, and all other terms of the replacement award (other than the security and number of shares represented by the replacement award) are substantially similar to those of this Agreement; and (3) the security represented by the replacement award is of a class that is publicly held and widely traded on an established stock exchange.

5. Characteristics of RSUs.

- a. RSUs are not Shares and the grant of RSUs shall provide only those rights expressly set forth in the Agreement and the Program. The Participant is not deemed to be a stockholder in the Company or have any of the rights of a stockholder in the Company by virtue of the grant of RSUs.
- b. The Participant does not have voting rights or any other rights inherent to the ownership of Shares, including the rights to dividends (other than as provided in Section 10), or other liquidating or non-liquidating distributions, by virtue of being granted RSUs.
- c. Neither the RSUs nor any right hereunder or under the Program shall be transferable or be subject to attachment, execution or other similar process. In the event of any attempt by the Participant to alienate, assign, pledge, hypothecate or otherwise dispose of the RSUs or of any right hereunder or under the Program, except as provided for in the Program, or in the event of any levy or any attachment, execution or similar process upon the rights or interest conferred by the RSUs, the Company may terminate the RSUs by notice to the Participant and the RSUs and any related rights, including the right to dividend equivalents as described in Section 10, shall thereupon be cancelled.

6. Effect of Vesting.

- a. If, and at the time, the Participant's RSUs vest under the terms of Section 3 or Section 4, such Participant shall receive as full consideration for the RSUs a number of Shares equal to the number of RSUs which vested on such date.
- b. The RSUs granted to the Participant shall be maintained in a bookkeeping account with the custodian appointed by the Committee from time to time (the "Custodian") for such Participant if and until the RSUs are converted into Shares pursuant to this Section 6, at which time the Shares shall be issued to the Participant in accordance with Section 9 below.

7. Forfeiture of RSUs. Subject to the next following sentence, the Participant's RSUs shall be forfeited to the Company upon the Participant's termination of Continuous Service with the Company and its Subsidiaries and Affiliates (a) for any reason other than the Participant's death or Disability that occurs prior to the date the RSUs vest as provided in Section 3 above or (b) for any reason other than the Participant's termination by the Company without Cause or the Participant's voluntary termination due to the existence of Good Reason, in either case during the two-year period beginning on the date of a Change in Control, as provided in Section 4 above. The foregoing provisions of this Section 7 shall be subject to the provisions of the Company's Bonus, Restricted Stock Unit and Bonus Cash Deferral Retirement Policy (the "Retirement Policy"), and any other Company plan or written employment, severance or similar agreement that has been or may be executed by the Participant and the Company, and the provisions in such Retirement Policy or agreement concerning the vesting of RSUs in connection with the Participant's termination of Continuous Service shall supercede any inconsistent or contrary provision of this Section 7.

8. Compensation Recovery. The Participant's RSU will be subject to any clawback policy developed by the Board of Directors or Human Resources and Compensation Committee that is consistent with applicable law.

9. Delivery of Shares to the Participant. As soon as practicable after the RSUs vest and are converted into Shares, and subject to Section 11, the Custodian shall, without transfer or issue tax or other incidental expense to the Participant, deliver to the Participant by first-class insured mail addressed to the Participant at the address shown on page 1 or the last address of record on file with the Custodian, (a) a statement from the Custodian referencing the number of Shares held in the Participant's name in a book entry account, or (b) at the Participant's request, certificate(s) for the number of Shares as to which the RSUs vested. In any event, Shares due the Participant shall be delivered as described above no later than March 15 of the year following the calendar year in which such RSUs vest.

10. Dividend Equivalents. The Company shall credit the Participant's RSU account with an amount equal to the dividends, if any, that would be paid with respect to the unvested RSUs as if the RSUs were actual Shares to a shareholder as of the Record date. Such amount shall be credited to the Participant's RSU account at the same time dividends are paid with respect to the Shares, shall be subject to the vesting and forfeiture provisions set forth in Sections 3, 4 and 7 of the Agreement, and shall be paid to the Participant in cash, on the first payroll date following when the Participant's related RSUs vest and are issued as Shares to the Participant, or as soon as practical thereafter.

11. Tax Withholdings and Payments.

- a. The Company or any Subsidiary or Affiliate is authorized to withhold from any payment to be made to the Participant, amounts of income tax withholding and other taxes due in connection with compensation or any other transaction under the Program, including the receipt of Shares under Section 6. The Participant shall hold the Company harmless for any damages caused by his or her failure to so comply and for any other damages caused by his or her actions or inactions.
- b. The Participant may pay withholding taxes attributable to the receipt of Shares in cash, by having Shares withheld by the Company from any Shares that would otherwise be received by the Participant under the

Agreement (in which case, the number of Shares so withheld shall have an aggregate Fair Market Value at the time of such withholding sufficient to satisfy the applicable withholding taxes), or by any other method approved by the Committee. If the Participant does not satisfy the withholding obligation by cash payment within a reasonable time established by the Committee, the Participant's withholding obligation shall be satisfied by the Company's withholding of Shares from the vested RSUs.

- c. The Company shall deduct from the dividend equivalents paid to the Participant pursuant to Section 10 the Participant's withholding obligation arising from such payment.

12. Miscellaneous.

- a. The granting of an Award under the Program and the Agreement shall impose no obligation on the Company or any Subsidiary or Affiliate to continue the employment relationship or any other relationship between it and the Participant and shall not lessen or affect the Company's, Subsidiary's or Affiliate's right to terminate its relationship with the Participant. The Participant shall have no claim to be granted any further or other Award under the Program, and there is no obligation for uniformity of treatment of the Participants. The Participant acknowledges and agrees that: (i) the Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time; (ii) the grant of RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted repeatedly in the past; (iii) all decisions with respect to future RSU grants, if any, will be at the sole discretion of the Company; (iv) participation in the Program is voluntary; (v) the RSUs are not a part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (vi) the future value of the underlying shares is unknown and cannot be predicted with certainty; and (vii) in consideration of the grant of RSUs, no claim or entitlement to compensation or damages shall arise from termination of the RSUs or diminution in value of the RSUs or Shares received upon vesting including (without limitation) any claim or entitlement resulting from termination of the Participant's active employment by the Company or a Subsidiary or Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and the Participant hereby releases the Company and its Subsidiaries and Affiliates from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such claim.
- b. The Agreement shall, subject the terms hereof, terminate upon the forfeiture and/or vesting of all RSUs and dividend equivalents granted to

the Participant hereunder, unless otherwise agreed upon by the parties hereto.

- c. The Agreement may be amended by the written agreement of the Company and the Participant. Notwithstanding the foregoing, (i) the Company may amend, alter or discontinue the Agreement, without the consent of the Participant so long as such amendment, alteration or discontinuance would not impair any of the rights or obligations under any Award theretofore granted to the Participant under the Program; and (ii) the Committee may amend the Agreement in such manner as it deems necessary to permit the granting of Awards meeting the requirements of the Code or other applicable laws.
- d. The parties agree that the Agreement shall be governed by and interpreted and construed in accordance with the laws of the United States and, in particular, those of the State of Illinois without regard to its conflict of law principles, as Illinois is the situs of the principal corporate office of the Company. Furthermore, to the extent not prohibited under applicable law, and unless the Company affirmatively elects in writing to allow the proceeding to be brought (or itself brings such a proceeding) in a different venue, the parties agree that any suit, action or proceeding with respect to the Program, the RSUs or the Agreement shall be brought in the state courts in Chicago, Illinois or in the U.S. District Court for the Northern District of Illinois. The parties hereby accept the exclusive jurisdiction of those courts for the purpose of any such suit, action or proceeding. Venue for any such action, in addition to any other venue required or otherwise mandated by statute, will be in Chicago, Illinois. Each party further agrees to waive any applicable right to a jury trial, and expressly elects to have the matter heard as a bench trial.
- e. Unless waived by the Company, any notice to the Company required under or relating to the Agreement shall be in writing and addressed to:
General Counsel
Heidrick & Struggles International, Inc.
233 South Wacker Drive
Suite 4200
Chicago, IL 60606-6303

13. Program Governs. All terms and conditions of the Program are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Program and the Agreement, the terms and conditions of the Program, as interpreted by the Committee, shall govern.

14. Data Privacy. By signing below, the Participant voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this Section 14. The Participant is not obliged to consent to such collection, use, processing and transfer of personal data. However, the Participant's failure to provide the consent may affect the Participant's ability to participate in the Program. The Company and its Subsidiaries and Affiliates hold certain personal information about the Participant, including the Participant's name, home address and telephone number, date of birth, employee identification number,

salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other rights or entitlements to shares of stock in the Participant's favor, for the purpose of managing and administering the Program ("Data"). The Company, its Subsidiaries and its Affiliates will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Program, and the Company and any of its Subsidiaries or Affiliates may each further transfer Data to any third parties assisting in the implementation, administration and management of the Program. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States. The Participant authorizes them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Participant's behalf to a broker or other third party with whom the Participant may elect to deposit any Shares acquired pursuant to the Program. The Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, by withdrawing consent, the Participant will affect his or her ability to participate in the Program.

15. Execution of the Agreement.

- a. The Parties agree that this Agreement shall be considered executed by both parties executing the Agreement as the first page hereof, which is a part hereof.
- b. This Agreement, or any amendments thereto, may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Participant Name

Performance Stock Unit Participation Agreement

This Performance Stock Unit Participation Agreement (the "Agreement") is dated as of this _____ day of _____, 20____ and sets forth the terms and conditions of the Award described below made by Heidrick & Struggles International, Inc. (the "Company") to _____ (the "Participant"), pursuant to the 2007 Heidrick & Struggles GlobalShare Program, (the "Program").

As of _____, 20____ (the "Grant Date"), the Company has granted a target award of _____ Performance Stock Units ("PSUs") to the Participant as set forth herein. The PSUs are granted pursuant to the Program and are governed by the terms and conditions of the Program. All defined terms used herein, unless specifically defined in this Agreement, have the meanings assigned to them in the Program. The Participant agrees to be bound by all terms and conditions of the Agreement and the Program, and has received and reviewed a copy of the Program and the Prospectus for the Program dated November 16, 2007.

The PSUs granted under this Agreement shall not become valid or enforceable unless and until the Participant executes the Agreement and it is accepted by the Company. By the Participant's signature and the Company's signature below, the Participant and the Company agree that this constitutes the signature page of the Agreement. Participant further agrees that the PSUs are granted under and governed by the terms and conditions of the Agreement and the Program. Agreements that are not signed and returned are considered null and void.

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement as of the date first set forth above.

Name: **Participant Name**

Heidrick & Struggles International, Inc.

By: _____

Name:

Title: Executive Vice President and General Counsel

NOW, THEREFORE, in consideration of the agreements of the Participant herein provided and pursuant to the Program, the parties agree as follows:

1. Definitions. All capitalized terms used herein, unless specifically defined herein, shall have the same meanings as established in the Program.

“Cause” means (a) the willful and continued failure by the Participant to substantially perform his or her duties and obligations to the Company (other than any such failure resulting from any physical or mental condition, whether or not such condition constitutes a Disability) or (b) the willful engaging by the Participant in misconduct that is materially injurious to the Company, monetarily or otherwise.

“Disability” means (a) a physical or mental condition entitling the Company to terminate the Participant’s employment pursuant to an employment agreement between the Participant and the Company or (b) in the absence of such a provision, a physical or mental incapacity of a Participant which would entitle the Participant to benefits under the long term disability plan maintained by the Company for its U.S. employees (regardless of whether the Participant is actually covered by such plan).

“Good Reason” means, without a Participant’s express written consent, the occurrence of any of the following events during the Protected Period:

(a) a material diminution in the duties or responsibilities of the Participant;

(b) a material reduction by the Company of the Participant’s base salary or annual bonus opportunity;

(c) the failure by the Company to pay the Participant his or her current compensation, or any compensation deferred under any plan, agreement or arrangement of or with the Company when such compensation is due; or

(d) a change in the Participant’s principal work location to a location more than 50 miles from the Participant’s principal work location immediately prior to such change.

A Participant must deliver notice to the Company no later than 90 days following the occurrence of the circumstance that constitutes Good Reason. The Company shall be provided a 30-day period following the receipt of such notice to cure the circumstances that give rise to Good Reason. If, during the cure period, such circumstance is remedied, the Participant will not be permitted to terminate employment for Good Reason as a result of such circumstance. If, at the end of the cure period, the circumstance that constitutes Good Reason has not been remedied, the Participant will be entitled to terminate employment for Good Reason during the 30-day period that follows the end of the cure period. If the Participant does not terminate employment during such 30-day period, the Participant will not be permitted to terminate employment for Good Reason as a result of such event.

2. Participation. Pursuant to the Program and contingent upon the execution of the Agreement, the Company hereby grants to the Participant a target award of PSUs subject to the terms and conditions herein. As a material condition and inducement to the Company’s grant of PSUs to the Participant, the Participant agrees that he or she has received and reviewed the Program and the Prospectus, and further agrees to be bound by all of the terms and conditions of the Agreement and the Program, as may be amended by the Company from time to time.

3. Vesting of PSUs.

- (a) The number of _____ PSUs granted under the Agreement that shall vest on _____, 20____ is subject to the following conditions:
- (i) Attainment of Operating Income goals, based on the average of the Company's Operating Income for each year in the three-year award period as follows:
- (A) An Operating Income target will be set at the beginning of 20____, 20____ and 20____.
- (B) After the end of each year in the award period, the actual Operating Income for such year, expressed as a percentage of target Operating Income, will be determined.
- (C) After the end of the third year in the award period, the average of the percentage of Operating Income attainment for each year as determined in (B) above will be determined.

The percentage of the target award of _____ PSUs that shall vest at the end of the award period will be in accordance with the schedule set forth below.

Average Percentage of
Operating Income

Percentage of
Target PSUs
Vesting

For performance greater than _____ % and less than _____ %, or performance less than _____ % and greater than _____ %, the vesting percentage will be interpolated.

Except as set forth in Section 4 below, the portion of the target PSU Award that does not vest in accordance with the schedule set forth above shall be forfeited to the Company.

- (ii) The Participant has been in Continuous Service through the vesting date. For purposes of the Agreement, "Continuous Service" shall mean the Participant's service with the Company or any Subsidiary or Affiliate as an employee, or the Participant's service as a member of the Board of Directors of the Company, has not been interrupted or terminated, and shall include any period during which the Participant is on an approved leave of absence from the Company or its Subsidiaries or Affiliates.
- (b) Notwithstanding the terms of Section 3(a) above, if the Participant's Continuous Service is terminated as a result of the Participant's death or

Disability, the target number of PSUs granted to the Participant under the Agreement will immediately vest.

- (c) In the case of a Participant who is both an employee of the Company or any Subsidiary or Affiliate and a member of the Board of Directors of the Company, Continuous Service shall not end until the Participant's service as both an employee and a director terminates.

4. Change in Control.

- (a) Unless the Committee determines otherwise, upon a Change in Control if the PSUs are Assumed (as defined below) by the entity effecting the Change in Control (or a successor or parent corporation), the number of PSUs subject to this Agreement will be fixed at the greater of the target number of PSUs or the number of PSUs that would have vested pursuant to Section 3(a) above if the date of the Change in Control was the end of the award period. The fixed number of PSUs will vest on the date set forth in Section 3(a) or, if earlier, will become fully vested upon the termination of the Participant's employment during the two-year period beginning on the date of a Change in Control (as defined below), if such termination is due to: (i) a termination by the Company without Cause, or (ii) a voluntary termination by the Participant due to the existence of Good Reason.
- (b) Unless the Committee determines otherwise, upon the occurrence of a Change in Control, if the PSUs are not Assumed by the entity effecting the Change in Control (or a successor or parent corporation), a number of PSUs equal to the greater of the target number of PSUs or the number of PSUs that would have vested pursuant to Section 3(a) above if the date of the Change in Control was the end of the award period will become fully vested on the date of the Change in Control. For each vested PSU, the Participant will receive a payment equal to the consideration (consisting of cash or other property (including securities of a successor or parent corporation)) which holders of Company Stock received (or will receive) in the Change-in-Control transaction multiplied by the number of vested PSUs. Such payment shall be made in the same form as such consideration and at such date(s) as specified by the Committee.

For purposes of this Agreement, PSUs will be considered assumed ("Assumed") if the following conditions are met: (1) PSUs are converted into a replacement award in a manner that complies with Section 409A of the Internal Revenue Code of 1986, as amended; (2) the replacement award contains provisions for scheduled vesting and treatment on termination of employment (including the definition of Cause and Good Reason) that are no less favorable to the Participant than those in this Agreement, and all other terms of the replacement award (other than the security and number of shares represented by the replacement award) are substantially similar to those of this Agreement; and (3) the security represented by the replacement award is of a class that is publicly held and widely traded on an established stock exchange.

5. Characteristics of PSUs.

- (a) PSUs are not Shares and the grant of a target number of PSUs shall provide only those rights expressly set forth in the Agreement and the

Program. The Participant is not deemed to be a stockholder in the Company or have any of the rights of a stockholder in the Company by virtue of the grant of PSUs.

- (b) The Participant does not have voting rights or any other rights inherent to the ownership of Shares, including the rights to dividends (other than as provided in Section 10), or other liquidating or non-liquidating distributions, by virtue of being granted PSUs.
- (c) Neither the PSUs nor any right hereunder or under the Program shall be transferable or be subject to attachment, execution or other similar process. In the event of any attempt by the Participant to alienate, assign, pledge, hypothecate or otherwise dispose of the PSUs or of any right hereunder or under the Program, except as provided for in the Program, or in the event of any levy or any attachment, execution or similar process upon the rights or interest conferred by the PSUs, the Company may terminate the PSUs by notice to the Participant and the PSUs and any related rights, including the right to dividend equivalents as described in Section 10, shall thereupon be cancelled.

6. Effect of Vesting.

- (a) If, and at the time, the Participant's PSUs vest under the terms of Section 3 or Section 4, such Participant shall receive as full consideration for the PSUs a number of Shares equal to the number of PSUs which vested on such date.
- (b) The PSUs granted to the Participant shall be maintained in a bookkeeping account with the custodian appointed by the Committee from time to time (the "Custodian") for such Participant if and until the PSUs are converted into Shares pursuant to this Section 6, at which time the Shares shall be issued to the Participant in accordance with Section 9 below.

7. Forfeiture of PSUs. The Participant's PSUs shall be forfeited to the Company upon the Participant's termination of Continuous Service with the Company and its Subsidiaries and Affiliates (a) for any reason other than the Participant's death or Disability that occurs prior to the date the PSUs vest as provided in Section 3(a) above or (b) for any reason other than the Participant's termination by the Company without Cause or the Participant's voluntary termination due to the existence of Good Reason, in either case during the two-year period beginning on the date of a Change in Control, as provided in Section 4 above. The foregoing provisions of this Section 7 shall be subject to the provisions of any Company plan or written employment, severance or similar agreement that has been or may be executed by the Participant and the Company, and the provisions in such agreement concerning the vesting of the PSUs in connection with the Participant's termination of Continuous Service shall supercede any inconsistent or contrary provision of this Section 7.

8. Compensation Recovery. The Participant's PSUs will be subject to any clawback policy developed by the Board of Directors or Human Resources and Compensation Committee that is consistent with applicable law.

9. Delivery of Shares to the Participant. As soon as practicable after the PSUs vest and are converted into Shares, and subject to Section 11, the Custodian shall, without transfer or issue tax or other incidental expense to the Participant, deliver to the Participant by first-class insured mail addressed to the Participant at the address shown on page 1 or the last address of record on file with the Custodian, (a) a statement from the Custodian referencing the number of Shares held in the Participant's name in a book entry account, or (b) at the Participant's request, certificate(s) for the number of Shares as to which the PSUs vested. In any event, Shares due the Participant shall be delivered as described above no later than March 15 of the year following the calendar year in which such PSUs vest.

10. Dividend Equivalents. The Company shall credit the Participant's PSU account with an amount equal to the dividends, if any, that would be paid with respect to the unvested PSUs as if the PSUs were actual Shares to a shareholder as of the Record date. Such amount shall be credited to the Participant's PSU account at the same time dividends are paid with respect to the Shares, shall be subject to the vesting and forfeiture provisions set forth in Sections 3, 4 and 7 of the Agreement, and shall be paid to the Participant in cash, on the first payroll date following the date the Participant's related PSUs vest and are issued as Shares to the Participant.

11. Tax Withholdings and Payments.

- (a) The Company or any Subsidiary or Affiliate is authorized to withhold from any payment to be made to the Participant, amounts of income tax withholding and other taxes due in connection with compensation or any other transaction under the Program, including the receipt of Shares under Section 6. The Participant shall hold the Company harmless for any damages caused by his or her failure to so comply and for any other damages caused by his or her actions or inactions.
- (b) The Participant may pay withholding taxes attributable to the receipt of Shares in cash, by having Shares withheld by the Company from any Shares that would otherwise be received by the Participant under the Agreement (in which case, the number of Shares so withheld shall have an aggregate Fair Market Value at the time of such withholding sufficient to satisfy the applicable withholding taxes), or by any other method approved by the Committee. If the Participant does not satisfy the withholding obligation by cash payment within a reasonable time established by the Committee, the Participant's withholding obligation shall be satisfied by the Company's withholding of Shares from the vested PSUs.
- (c) The Company shall deduct from the dividend equivalents paid to the Participant pursuant to Section 10 the Participant's withholding obligation arising from such payment.

12. Miscellaneous.

- (a) The granting of an Award under the Program and the Agreement shall impose no obligation on the Company or any Subsidiary or Affiliate to continue the employment relationship or any other relationship between it and the Participant and shall not lessen or affect the Company's, Subsidiary's or Affiliate's right to terminate its relationship with the Participant. The Participant shall have no claim to be granted any further

or other Award under the Program, and there is no obligation for uniformity of treatment of the Participants. The Participant acknowledges and agrees that: (i) the Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time; (ii) the grant of PSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of PSUs, or benefits in lieu of PSUs, even if PSUs have been granted repeatedly in the past; (iii) all decisions with respect to future PSU grants, if any, will be at the sole discretion of the Company; (iv) participation in the Program is voluntary; (v) the PSUs are not a part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (vi) the future value of the underlying shares is unknown and cannot be predicted with certainty; and (vii) in consideration of the grant of PSUs, no claim or entitlement to compensation or damages shall arise from termination of the PSUs or diminution in value of the PSUs or Shares received upon vesting including (without limitation) any claim or entitlement resulting from termination of the Participant's active employment by the Company or a Subsidiary or Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and the Participant hereby releases the Company and its Subsidiaries and Affiliates from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such claim.

- (b) The Agreement shall, subject the terms hereof, terminate upon the forfeiture and/or vesting of all PSUs and dividend equivalents granted to the Participant hereunder, unless otherwise agreed upon by the parties hereto.
- (c) The Agreement may be amended by the written agreement of the Company and the Participant. Notwithstanding the foregoing, (i) the Company may amend, alter or discontinue the Agreement, without the consent of the Participant so long as such amendment, alteration or discontinuance would not impair any of the rights or obligations under any Award theretofore granted to the Participant under the Program; and (ii) the Committee may amend the Agreement in such manner as it deems necessary to permit the granting of Awards meeting the requirements of the Code or other applicable laws.
- (d) The parties agree that the Agreement shall be governed by and interpreted and construed in accordance with the laws of the United States and, in particular, those of the State of Illinois without regard to its conflict of law principles, as Illinois is the situs of the principal corporate office of the Company. Furthermore, to the extent not prohibited under applicable law, and unless the Company affirmatively elects in writing to allow the proceeding to be brought (or itself brings such a proceeding) in a different

venue, the parties agree that any suit, action or proceeding with respect to the Program, the PSUs or the Agreement shall be brought in the state courts in Chicago, Illinois or in the U.S. District Court for the Northern District of Illinois. The parties hereby accept the exclusive jurisdiction of those courts for the purpose of any such suit, action or proceeding. Venue for any such action, in addition to any other venue required or otherwise mandated by statute, will be in Chicago, Illinois. Each party further agrees to waive any applicable right to a jury trial, and expressly elects to have the matter heard as a bench trial.

- (e) Unless waived by the Company, any notice to the Company required under or relating to the Agreement shall be in writing and addressed to:

Executive Vice President and General Counsel
Heidrick & Struggles International, Inc.
233 South Wacker Drive
Suite 4200
Chicago, IL 60606-6303

13. Program Governs. All terms and conditions of the Program are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Program and the Agreement, the terms and conditions of the Program, as interpreted by the Committee, shall govern.

14. Data Privacy. By signing below, the Participant voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this Section 14. The Participant is not obliged to consent to such collection, use, processing and transfer of personal data. However, the Participant's failure to provide the consent may affect the Participant's ability to participate in the Program. The Company and its Subsidiaries and Affiliates hold certain personal information about the Participant, including the Participant's name, home address and telephone number, date of birth, employee identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other rights or entitlements to shares of stock in the Participant's favor, for the purpose of managing and administering the Program ("Data"). The Company, its Subsidiaries and its Affiliates will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Program, and the Company and any of its Subsidiaries or Affiliates may each further transfer Data to any third parties assisting in the implementation, administration and management of the Program. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States. The Participant authorizes them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Participant's behalf to a broker or other third party with whom the Participant may elect to deposit any Shares acquired pursuant to the Program. The Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, by withdrawing consent, the Participant will affect his or her ability to participate in the Program.

15. Execution of the Agreement.

-
- (a) The Parties agree that this Agreement shall be considered executed by both parties executing the Agreement as the first page hereof, which is a part hereof.
 - (b) This Agreement, or any amendments thereto, may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Participant Name

Non-Qualified Stock Option Grant Agreement

This Non-Qualified Stock Option Grant Agreement (the "Agreement") is dated as of this _____ of _____, 20____ and sets forth the terms and conditions of the Award described below made by Heidrick & Struggles International, Inc. (the "Company") to _____ (the "Participant"), pursuant to the 2007 Heidrick & Struggles GlobalShare Program (the "Program").

As of _____, 20____ (the "Grant Date"), the Company has granted an option (the "Option") to purchase _____ shares of the Company's common stock, par value \$.01 (the "Shares"), at \$ _____ **per Share** (the "Option Price"). This Option is granted pursuant to the Program and is governed by the terms and conditions of the Program. All defined terms used herein, unless specifically defined in this Agreement, have the meanings assigned to them in the Program. The Participant agrees to be bound by all terms and conditions of the Agreement and the Program and has received and reviewed a copy of the Program and the Prospectus for the Program dated November 16, 2007.

The Option granted under this Agreement shall not become valid or enforceable unless and until the Participant executes the Agreement and it is accepted by the Company. By the Participant's signature and the Company's signature below, the Participant and the Company agree that this constitutes the signature page of the Agreement. Participant further agrees that the Option is granted under and governed by the terms and conditions of the Agreement and the Program. Agreements that are not signed and returned are considered null and void.

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement as of the date first set forth above.

Name: **Participant Name**

Heidrick & Struggles International, Inc.

By: _____
Name:
Title: General Counsel

NOW, THEREFORE, in consideration of the agreements of the Participant herein provided and pursuant to the Program, the parties agree as follows:

1. Definitions. All capitalized terms used herein, unless specifically defined herein, shall have the same meanings as established in the Program.

“Cause” means (a) the willful and continued failure by the Participant to substantially perform his or her duties and obligations to the Company (other than any such failure resulting from any physical or mental condition, whether or not such condition constitutes a Disability) or (b) the willful engaging by the Participant in misconduct that is materially injurious to the Company, monetarily or otherwise.

“Disability” means (a) a physical or mental condition entitling the Company to terminate the Participant’s employment pursuant to an employment agreement between the Participant and the Company or (b) in the absence of such a provision, a physical or mental incapacity of a Participant which would entitle the Participant to benefits under the long term disability plan maintained by the Company for its U.S. employees (regardless of whether the Participant is actually covered by such plan).

“Good Reason” means, without a Participant’s express written consent, the occurrence of any of the following events:

(a) a material diminution in the duties or responsibilities of the Participant ;

(b) a material reduction by the Company of the Participant’s base salary or annual bonus opportunity;

(c) the failure by the Company to pay the Participant his or her current compensation, or any compensation deferred under any plan, agreement or arrangement of or with the Company when such compensation is due; or

(d) a change in the Participant’s principal work location to a location that is more than 50 miles from the Participant’s principal work location immediately prior to such change.

A Participant must deliver notice to the Company no later than 90 days following the occurrence of the circumstance that constitutes Good Reason. The Company shall be provided a 30-day period following the receipt of such notice to cure the circumstances that give rise to Good Reason. If, during the cure period, such circumstance is remedied, the Participant will not be permitted to terminate employment for Good Reason as a result of such circumstance. If, at the end of the cure period, the circumstance that constitutes Good Reason has not been remedied, the Participant will be entitled to terminate employment for Good Reason during the 30-day period that follows the end of the cure period. If the Participant does not terminate employment during such 30-day period, the Participant will not be permitted to terminate employment for Good Reason as a result of such event.

2. Participation. Pursuant to the Program and contingent upon the execution of the Agreement, the Company hereby grants to the Participant an Option to purchase _____ Shares at \$ _____ **per Share** subject to the terms and conditions herein. As a material condition and

inducement to the Company's grant of the Option to the Participant, the Participant agrees that he or she has received and reviewed the Program and further agrees to be bound by all of the terms and conditions of the Agreement and the Program, as may be amended by the Company from time to time.

3. Vesting and Exercisability of Options.

- a. Subject to Sections 3(b), (c) and (d) below and Section 4, the Option granted under the Agreement shall vest in accordance with the schedule set forth below; provided the Participant has been in Continuous Service through each vesting date. For purposes of the Agreement, "Continuous Service" shall mean the Participant's service with the Company or any Subsidiary or Affiliate as an employee, or the Participant's service as a member of the Board of Directors of the Company, has not been interrupted or terminated, and shall include any period during which the Participant is on an approved leave of absence from the Company or its Subsidiaries or Affiliates.

Vesting Date

Option Vesting

The Participant may exercise the Option with respect to the number of Shares that have vested, provided that the Option shall terminate at the close of business on _____, 20____ (the "Option Termination Date"). The Option may be exercised in whole or in part, but only with respect to full Shares, and shall be void and of no effect after the Option Termination Date, unless cancelled earlier pursuant to Section 3 (c) or (d) below.

- b. If the Participant's Continuous Service is terminated as a result of the Participant's death or Disability, the Option shall immediately vest. The Participant's estate or designated beneficiary shall be entitled to exercise the outstanding Option until the earlier of 180 days following the termination of such Continuous Service or the Option Termination Date.
- c. If the Participant's Continuous Service is terminated for Cause, the outstanding Option shall be cancelled to the extent not previously exercised and all rights hereunder and under the Program shall terminate on the date of such termination of Continuous Service.
- d. If the Participant's Continuous Service is terminated for any reason other than those specifically described in this Section 3 or Section 4, the Participant's Option shall terminate immediately to the extent not yet exercisable pursuant to Section 3 hereof, and the Participant shall be entitled to exercise the outstanding Option until the earlier of 60 days

following such termination of Continuous Service or the Option Termination Date.

- e. In the case of a Participant who is both an employee of the Company or any Subsidiary or Affiliate and a member of the Board of Directors of the Company, Continuous Service shall not end until the Participant's service as both an employee and a director terminates.
- f. The foregoing provisions of this Section 3 shall be subject to the provisions of any Company plan or written employment, severance or similar agreement that has been or may be executed by the Participant and the Company, and the provisions in such agreement concerning the vesting and exercise of the Option in connection with the Participant's termination of Continuous Service shall supercede any inconsistent or contrary provision of this Section 3.

4. Change-in-Control.

- a. Unless the Committee determines otherwise, upon the occurrence of a Change in Control, if the Option is Assumed (as defined below) by the entity effecting the Change in Control (or a successor or parent corporation), the Option will vest as provided in Section 3(a) or, if earlier, will become fully vested upon the termination of the Participant's employment during the two-year period beginning on the date of a Change in Control, if such termination is due to: (i) a termination by the Company without Cause or (ii) a voluntary termination by the Participant due to the existence of Good Reason. Any Options that were or became vested on the date of such termination of employment shall be exercisable until the earlier of six (6) months following the Participant's termination of employment and the expiration date of the Option.
- b. Unless the Committee determines otherwise, upon the occurrence of a Change in Control, if the Option is not Assumed by the entity effecting the Change in Control (or a successor or parent corporation), the Option will become fully vested on the date of the Change in Control. For each Option covered by this Award Agreement which then has not otherwise expired, the Participant will receive a payment equal to the excess, if any, of the consideration (consisting of cash or other property (including securities of a successor or parent corporation)) which holders of Company Shares received (or will receive) in the Change-in-Control transaction over the exercise price specified in this Agreement. Such payment shall be made in the same form as such consideration and at such date(s) as specified by the Committee.

For purposes of this Agreement, an Option will be considered assumed ("Assumed") if the following conditions are met: (1) Options are converted into a replacement award in a manner that complies with Section 409A of the Internal Revenue Code of 1986, as amended; (2) the

replacement award contains provisions for scheduled vesting and treatment on termination of employment (including the definition of Cause and Good Reason) that are no less favorable to the Participant than those in this Agreement, and all other terms of the replacement award (other than the security and number of shares represented by the replacement award) are substantially similar to those of this Agreement; and (3) the security represented by the replacement award is of a class that is publicly held and widely traded on an established stock exchange.

5. Exercise of the Option. Written notice of an election to exercise any portion of the Option shall be given by the Participant, or his or her personal representative in the event of the Participant's death, in accordance with procedures established by the Committee. At the time of exercise, payment of the purchase price for the Shares with respect to which the Option is being exercised must be made by (a) a cash payment, (b) in cash received from the broker-dealer to whom the Participant has submitted an exercise notice and irrevocable instructions to deliver the purchase price to the Company from the proceeds of the sale of Shares subject to the Option, (c) by having Shares withheld by the Company from any Shares that would otherwise be received upon exercise of the Option, or (d) by any other method approved by the Committee.

6. Tax Withholdings and Payments.

- a. The Company or any Subsidiary or Affiliate is authorized to withhold from any payment to be made to the Participant, amounts of income tax withholding and other taxes due in connection with the exercise of the Option. The Participant shall hold the Company harmless for any damages caused by his or her failure to so comply and for any other damages caused by his or her actions or inactions.
- b. The Participant may pay such withholding taxes in any method specified in Section 5 above. If the Participant does not satisfy the withholding obligation within a reasonable time established by the Committee, the Participant's withholding obligation shall be satisfied by the Company's withholding of Shares from the Shares that would otherwise be received upon exercise of the Option.

7. Delivery of Shares to the Participant. As soon as practicable after the Participant's payment of the Option exercise price and withholding taxes, the custodian appointed by the Committee from time to time (the "Custodian") shall, without transfer or issue tax or other incidental expense to the Participant, deliver to the Participant by first-class insured mail addressed to the Participant at the address shown on page 1 or the last address of record on file with the Custodian, or direct deposit, if applicable, (a) a statement from the Custodian referencing the number of Shares held in the Participant's name in book entry account, or (b) at the Participant's request, certificate(s) for the number of Shares as to which the Option has been exercised, and/or (c) the proceeds of the sale of Shares in excess of the option exercise price and withholding tax obligation.

8. Characteristics of Options.

- a. Options are not Shares and the grant of Options shall provide only those rights expressly set forth in the Agreement and the Program. The Participant is not deemed to be a stockholder in the Company or have any of the rights of a stockholder in the Company until he or she acquires Shares upon exercise of the Option.
- b. The Participant does not have voting rights or any other rights inherent to the ownership of Shares, including the rights to dividends, or other liquidating or non-liquidating distributions, by virtue of being granted the Option.
- c. The Option shall, during the Participant's lifetime, be exercisable only by the Participant, and neither it nor any right hereunder or under the Program shall be transferable otherwise than by will or the laws of descent and distribution, or be subject to attachment, execution or other similar process; provided, however, that to the extent permitted by applicable law, the Participant may designate a beneficiary pursuant to procedures which may be established by the Committee. In the event of any attempt by the Participant to alienate, assign, pledge, hypothecate or otherwise dispose of the Option or of any right hereunder or under the Program, except as provided for in the Program, or in the event of any levy or any attachment, execution or similar process upon the rights or interest conferred by the Option, the Company may terminate the Option by notice to the Participant and the Option shall thereupon be cancelled. Any person or persons to whom the Participant's rights under the Option have passed by will or by the applicable laws of descent and distribution shall be subject to all the terms and conditions of the Program and the Agreement applicable to the Participant.

9. Compensation Recovery. The Option will be subject to any clawback policy developed by the Board of Directors or Human Resources and Compensation Committee that is consistent with applicable law.

10. Miscellaneous.

- a. The granting of an Award under the Program and the Agreement shall impose no obligation on the Company or any Subsidiary or Affiliate to continue the employment relationship or any other relationship between it and the Participant and shall not lessen or affect the Company's, Subsidiary's or Affiliate's right to terminate its relationship with the Participant. The Participant shall have no claim to be granted any further or other Award under the Program, and there is no obligation for uniformity of treatment of the Participants. The Participant acknowledges and agrees that: (i) the Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended

or terminated by the Company at any time; (ii) the grant of an Option is voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of an Option, even if Options have been granted repeatedly in the past; (iii) all decisions with respect to future Option grants, if any, will be at the sole discretion of the Company; (iv) participation in the Program is voluntary; (v) the Options are not a part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (vi) the future value of the underlying shares is unknown and cannot be predicted with certainty; and (vii) in consideration of the grant of an Option, no claim or entitlement to compensation or damages shall arise from termination of the Option or diminution in value of the Option including (without limitation) any claim or entitlement resulting from termination of the Participant's active employment by the Company or a Subsidiary or Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and the Participant hereby releases the Company and its Subsidiaries and Affiliates from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such claim.

- b. The Agreement shall, subject the terms hereof, terminate upon the forfeiture and/or exercise of the entire Option granted to the Participant hereunder, unless otherwise agreed upon by the parties hereto.
- c. The Agreement may be amended by the written agreement of the Company and the Participant. Notwithstanding the foregoing, (i) the Company may amend, alter or discontinue the Agreement, without the consent of the Participant so long as such amendment, alteration or discontinuance would not impair any of the rights or obligations under any Award theretofore granted to the Participant under the Program; and (ii) the Committee may amend the Agreement in such manner as it deems necessary to permit the granting of Awards meeting the requirements of the Code or other applicable laws.
- d. The parties agree that the Agreement shall be governed by and interpreted and construed in accordance with the laws of the United States and, in particular, those of the State of Illinois without regard to its conflict of law principles, as Illinois is the situs of the principal corporate office of the Company. Furthermore, to the extent not prohibited under applicable law, and unless the Company affirmatively elects in writing to allow the proceeding to be brought (or itself brings such a proceeding) in a different venue, the parties agree that any suit, action or proceeding with respect to the Program, the Option or the Agreement shall be brought in the state

courts in Chicago, Illinois or in the U.S. District Court for the Northern District of Illinois. The parties hereby accept the exclusive jurisdiction of those courts for the purpose of any such suit, action or proceeding. Venue for any such action, in addition to any other venue required or otherwise mandated by statute, will be in Chicago, Illinois. Each party further agrees to waive any applicable right to a jury trial, and expressly elects to have the matter heard as a bench trial.

- e. Unless waived by the Company, any notice to the Company required under or relating to the Agreement shall be in writing and addressed to:

General Counsel
Heidrick & Struggles International, Inc.
233 South Wacker Drive
Suite 4200
Chicago, IL 60606-6303

11. **Program Governs.** All terms and conditions of the Program are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Program and the Agreement, the terms and conditions of the Program, as interpreted by the Committee, shall govern.

12. **Data Privacy.** By signing below, the Participant voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this Section 12. The Participant is not obliged to consent to such collection, use, processing and transfer of personal data. However, the Participant's failure to provide the consent may affect the Participant's ability to participate in the Program. The Company and its Subsidiaries and Affiliates hold certain personal information about the Participant, including the Participant's name, home address and telephone number, date of birth, employee identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other rights or entitlements to shares of stock in the Participant's favor, for the purpose of managing and administering the Program ("Data"). The Company, its Subsidiaries and its Affiliates will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Program, and the Company and any of its Subsidiaries or Affiliates may each further transfer Data to any third parties assisting in the implementation, administration and management of the Program. These recipients may be located in the European Economic Area, or elsewhere throughout the world, such as the United States. The Participant authorizes them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Program, including any requisite transfer of such Data as may be required for the administration of the Program and/or the subsequent holding of Shares on the Participant's behalf to a broker or other third party with whom the Participant may elect to deposit any Shares acquired pursuant to the Program. The Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, by withdrawing consent, the Participant will affect his or her ability to participate in the Program.

13. Execution of the Agreement.

- a. The Parties agree that this Agreement shall be considered executed by both parties executing the Agreement as the first page hereof, which is a part hereof.
- b. This Agreement, or any amendments thereto, may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.