

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

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **October 30, 2025**

**RESOURCES CONNECTION, INC.**

(Exact Name of Registrant as Specified in Its Charter)

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

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

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

**15950 North Dallas Parkway, Suite 330, Dallas, Texas 75248**  
(Address of Principal Executive Offices) (Zip Code)

Registrant's Telephone Number, Including Area Code: **(214) 777-0600**

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

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

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

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

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

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

Emerging growth company

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

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

*Executive Separation and Appointment of New President and Chief Executive Officer*

On October 30, 2025, the Board of Directors (the "Board") of Resources Connection, Inc. (the "Company") elected not to renew the "Period of Employment" under the Company's existing Employment Agreement, dated February 3, 2020 and as subsequently amended, with Kate W. Duchene, the Company's President and Chief Executive Officer (the "Duchene Employment Agreement"). As noted below, the Company and Ms. Duchene have agreed that (a) Ms. Duchene will step down as the Company's President and Chief Executive Officer, and as a member of the Board, on November 2, 2025, (b)

Ms. Duchene will serve as an Executive Advisor to the Company through January 3, 2026, (c) Ms. Duchene's last day of employment with the Company will be January 3, 2026, and (d) Ms. Duchene will continue to provide transition support to the Company as a consultant from January 4, 2026 through December 31, 2028.

On October 30, 2025, the Board appointed Roger Carlile, a director of the Company, to succeed Ms. Duchene as the Company's President and Chief Executive Officer, effective November 3, 2025.

Mr. Carlile, age 62, has served as a member of the Board since June 2024 and became the Chair of the Compensation Committee of the Board (the "Compensation Committee") in August 2025. Mr. Carlile founded global business advisory Ankura Consulting Group, LLC ("Ankura") in 2014, serving as its Chief Executive Officer from November 2014 through January 2020 and Chair of its Board of Directors from November 2014 through December 2020. Prior to founding Ankura, Mr. Carlile spent over a decade at FTI Consulting, Inc., a global business advisory firm, where he served in several leadership roles including Chief Financial Officer, Chief Administrative Officer and Chief Human Resources Officer, and global leader of FTI Consulting's forensic and litigation consulting and technology segments. He previously served as the Global and Americas Leader of KPMG LLP's forensic services practice and held positions at PricewaterhouseCoopers LLC and Deloitte & Touche LLP. Mr. Carlile currently serves on the Board of Directors of private companies AOC Holdings, LLC (F.K.A. "Alpha Omega Winery, LLC," serving since 2022), Rimkus Consulting Group, Inc. (serving since 2023) and Salus GRC, LLC (serving since 2024).

There are no arrangements or understandings between Mr. Carlile and any other persons pursuant to which he was selected as an officer of the Company. There are also no family relationships between Mr. Carlile and any director or executive officer of the Company, and Mr. Carlile does not have any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

In connection with his appointment as the Company's President and Chief Executive Officer, the Company entered into an Employment Agreement with Mr. Carlile on October 31, 2025 (the "Carlile Employment Agreement"). The Carlile Employment Agreement provides that Mr. Carlile will be employed with the Company for an initial term beginning November 3, 2025 and continuing through November 3, 2028, with the term automatically renewing annually thereafter for an additional one-year term unless either party provides at least sixty days' written notice of non-renewal and subject to earlier termination by either party.

The Carlile Employment Agreement provides that the Company will pay Mr. Carlile an annual base salary of \$825,000 and that he will have an annual target bonus opportunity of \$950,000, with the actual amount of Mr. Carlile's annual bonus to be determined based on the achievement of performance criteria approved by the Compensation Committee and with his bonus opportunity for fiscal year 2026 pro-rated for the portion of the year he is employed with the Company. Mr. Carlile will be eligible to receive annual equity awards from the Company in the discretion of the Compensation Committee. Mr. Carlile will also be eligible to participate in the employee benefit plans available to other executives of the Company.

Pursuant to the terms of the Carlile Employment Agreement, Mr. Carlile is entitled to an initial restricted stock unit award with respect to 600,000 shares of the Company's common stock (the "New Hire RSUs"), to be awarded under the Company's 2020 Performance Incentive Plan (the "Incentive Plan"). The New Hire RSUs will vest as to one-half of the shares subject to the award on each of November 3, 2026 and November 3, 2027, subject to Mr. Carlile's continued employment or service through the applicable vesting date, and subject to accelerated vesting should either (a) Mr.

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Carlile's service on the Board is terminated by the Company without Cause (as defined in the Carlile Employment Agreement), (b) Mr. Carlile's employment with the Company is terminated as described in the next paragraph, or (c) a change in control or similar event occurs during the term of the Carlile Employment Agreement in connection with which the Company's common stock is no longer publicly-traded.

The Carlile Employment Agreement provides that if Mr. Carlile's employment with the Company is terminated due to Mr. Carlile's death or permanent disability, Mr. Carlile will be entitled to receive, subject to his providing a general release of claims in favor of the Company, accelerated vesting of any outstanding and unvested Company equity awards, with three years (subject to the maximum term of the award and further subject to the Company's ability to terminate the awards in connection with a change in control or similar event pursuant to the Incentive Plan) to exercise any then-outstanding Company stock options. The Carlile Employment Agreement further provides that if Mr. Carlile's employment with the Company is terminated by the Company without Cause (as defined in the Carlile Employment Agreement, including a non-renewal of the employment agreement by the Company) or by Mr. Carlile for Good Reason (as defined in the Carlile Employment Agreement), Mr. Carlile will be entitled to receive, subject to his providing a general release of claims in favor of the Company, accelerated vesting of any outstanding and unvested Company equity awards.

The Carlile Employment Agreement includes certain non-compete, non-solicit, and confidentiality covenants in favor of the Company. The Carlile Employment Agreement provides that, should benefits payable to Mr. Carlile trigger excise taxes under Section 4999 of the Internal Revenue Code, Mr. Carlile will either be entitled to the full amount of his benefits or, if a cut-back in the benefits would result in greater net (after-tax) benefit to Mr. Carlile, the benefits will be cut-back to the extent necessary to avoid such excise taxes. The Carlile Employment Agreement does not provide for a Company tax "gross-up" payment to make Mr. Carlile whole for any such taxes.

In connection with his appointment as the Company's President and Chief Executive Officer, the Board removed Mr. Carlile as Chair of the Compensation Committee, and as a member of each of the Compensation Committee and the Company's Corporate Governance and Nominating Committee, effective October 30, 2025. Effective on that same date, the Board appointed Jeffrey H. Fox, currently a member of the Compensation Committee, as Chair of the Compensation Committee to succeed Mr. Carlile in that position. The Board approved a decrease in the number of members of the Board, from nine to eight members, effective with Ms. Duchene's resignation from the Board effective November 2, 2025.

In connection with the Board's determination not to extend the "Period of Employment" under the Duchene Employment Agreement, the Company and Ms. Duchene entered into a Transition Agreement on October 31, 2025 (the "Duchene Transition Agreement"). Pursuant to the Duchene Transition Agreement, (a) Ms. Duchene's last day as the Company's President and Chief Executive Officer, and as a member of the Board, is November 2, 2025; (b) Ms. Duchene will serve as an Executive Advisor to the Company through January 3, 2026; (c) Ms. Duchene's last day of employment with the Company will be January 3, 2026 (the "Separation Date"); and (d) Ms. Duchene will continue to provide transition support to the Company as a consultant from January 4, 2026 through December 31, 2028. The Company will continue to pay Ms. Duchene her current salary through January 3, 2026. The Company will also pay Ms. Duchene a consulting fee of \$12,500 for each month she serves as a consultant to the Company.

The Company's non-renewal of the Period of Employment under the Duchene Employment Agreement triggered Ms. Duchene's rights to severance benefits under that agreement. The Duchene Transition Agreement preserves these severance rights. The Duchene Transition Agreement provides that Ms. Duchene will receive the following severance benefits, provided she executes and delivers a general release of claims in favor of the Company: (1) a cash severance benefit of \$5,325,000 (three times the sum of her annual base salary and annual target bonus opportunity), to be paid in twelve monthly installments beginning in January 2026; (2) a pro-rated target cash bonus of \$554,167 for fiscal year 2026, to be paid in twelve monthly installments beginning in January 2026; (3) a lump sum cash payment that approximates Ms. Duchene's cost to continue healthcare coverage for two years following her Separation Date; and (4) accelerated vesting of all of Ms. Duchene's then-outstanding and unvested Company equity awards, including restricted stock units and performance-based restricted stock units (with performance-based restricted stock units vesting at the applicable "target" number of shares subject to the award), and the full term to exercise any outstanding Company stock options.

The foregoing summaries of the Carlile Employment Agreement and the Duchene Transition Agreement are qualified in their entirety by reference to the full text of these agreements, which are attached hereto as Exhibits 10.1 and 10.2, respectively, and are incorporated in this Item 5.02 by reference.

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**Item 7.01 Regulation FD Disclosure.**

The full text of the Company's press release, issued on November 3, 2025, announcing Ms. Duchene's separation and Mr. Carlile's appointment is included as Exhibit 99.1 to this report.

This information shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not incorporated by reference into any filing of the Company whether made before or after the date hereof, regardless of any general incorporation language in such filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Employment Agreement by and between the Company and Roger Carlile, dated as of October 31, 2025.</a>
<a href="#">10.2</a>	<a href="#">Transition Agreement by and between the Company and Kate W. Duchene, dated as of October 31, 2025.</a>
<a href="#">99.1</a>	<a href="#">Press release entitled "Resources Connection, Inc. Announces CEO Transition," issued November 3, 2025.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURES**

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

**RESOURCES CONNECTION, INC.**

Date: November 3, 2025

By: /s/ JENNIFER Y. RYU  
Jennifer Y. Ryu  
**Executive Vice President and Chief Financial Officer**



## Resources Connection, Inc. Announces CEO Transition

**DALLAS, Texas, November 3, 2025** – Resources Connection, Inc. (Nasdaq: RGP) (the “Company” or “RGP”) announced today that the Company is undergoing a leadership change to advance the Company’s strategic transformation. The Company has appointed Roger Carlile, a Board member since June 2024, to serve as President and CEO effective immediately. Concurrently, Kate Duchene has transitioned from the role of President, CEO and Board member to Executive Advisor through January 3, 2026 to assist the Company and Mr. Carlile with the continuity of leadership.

“We are excited to welcome Roger Carlile as RGP’s next CEO,” said Chairperson A. Robert Pisano. “Roger has been working with the Company on our growth strategy with focus on CFO Advisory and Digital Transformation consulting solutions since he joined the Board. He brings a strong combination of skills, as both a former CFO of a publicly registered consulting firm and the founder and former CEO of a high-growth consulting firm, and has proven expertise in professional services management, investor engagement and capital allocation strategies. We are confident Roger is the right person to succeed Kate as CEO to deliver the value of RGP’s strategic business model.”

Mr. Pisano added: “On behalf of the Board, we also want to thank Kate for her invaluable contributions over the past 27 years and her unwavering dedication to building the right foundation for the next stage of growth, impact and profitability for this incredible company. We are grateful for the legacy she leaves at RGP, which is grounded in integrity, compassion and professionalism. She has nurtured this unique culture at RGP, and we look forward to her guidance as an advisor.”

Ms. Duchene added: “Leading RGP has been a privilege, and I want to thank our global team for their friendship, engagement and support throughout my years here. I am proud of what we have accomplished, how we have driven transformation to diversify our solutions and become a technology-enabled company. We’ve delivered tremendous impact with clients and created exceptional work opportunities for our incredible people who want to work differently. I am excited to watch this Company thrive, and believe Roger is the best person to lead RGP in its next chapter.”

Mr. Carlile has served as a member of the Company’s Board since June 2024 and has served as the Compensation Committee Chair since August 2025. Mr. Carlile founded global business advisory Ankura Consulting Group, LLC (“Ankura”) in 2014, serving as CEO and Chair of the Board for five and six years, respectively. Prior to founding Ankura, Mr. Carlile spent over a decade at FTI Consulting, Inc., a global business advisory firm, where he served in several leadership roles including Chief Financial Officer, Chief Administrative Officer and Chief Human Resources Officer, and global leader of FTI Consulting’s forensic and litigation consulting and technology segments. He previously served as the Global and Americas Leader of KPMG LLP’s forensic services practice and held positions at PricewaterhouseCoopers LLC and Deloitte & Touche LLP. Mr. Carlile currently serves on the Board of Directors of private companies AOC Holdings, LLC

(F.K.A. "Alpha Omega Winery, LLC," serving since 2022), Rimkus Consulting Group, Inc. (serving since 2023) and Salus GRC, LLC (serving since 2024).

#### **ABOUT RGP**

RGP (Nasdaq: RGP) is an award-winning global professional services firm with three decades of experience helping the world's top organizations navigate change and seize opportunity. With three integrated offerings—On-Demand Talent, Consulting, and Outsourced Services—we provide CFOs and other C-suite leaders with the flexibility to solve today's most pressing challenges on their terms, uniting strategy, execution, and talent across accounting and finance, digital transformation, data, and cloud, at global scale. Our people-first approach continues to drive innovation across industries worldwide.

Based in Dallas, TX with offices worldwide, we annually engage with over 1,600 clients around the world from 41 physical practice offices and multiple virtual offices. As of May 2025, RGP is proud to have served 88 percent of the Fortune 100 and has been recognized by U.S. News & World Report (2024-2025 Best Companies to Work for) and Forbes (America's Best Management Consulting Firms 2025, America's Best Midsize Employers 2025, World's Best Management Consulting Firms 2024).

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

#### **Investor Contact:**

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## **TRANSITION AGREEMENT**

This Transition Agreement (this "Agreement") is made and entered into by and between Resources Connection, Inc., a Delaware corporation (the "Company"), and Kate W. Duchene ("Executive").

Executive and the Company are parties to an Employment Agreement dated February 3, 2020 and as subsequently amended (the "Employment Agreement"), an Indemnification Agreement dated April 22, 2003 (the "Indemnification Agreement"), a Confidentiality, Employee Inventions and Non-Solicitation Agreement dated on or about June 5, 2000 (the "First Confidentiality Agreement"), and a Confidentiality, Inventions and Non-Solicitation Agreement electronically accepted by Executive on April 29, 2025 (together with the First Confidentiality Agreement, the "Confidentiality Agreement").

In consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, the Company and Executive agree as follows:

1. ***Non-Renewal of Employment Agreement and Separation from Employment.*** The Company has elected not to renew Executive's "Period of Employment" under the Employment Agreement. The parties agree that all positions that Executive holds with the Company, Resources Connection LLC and each of its affiliates (as an officer, director, employee, member, manager, and in any other capacity; including, without limitation, Executive's service as President and Chief Executive Officer of the Company) will terminate at the end of the day on November 2, 2025; provided, however, that Executive's employment with the Company and Resources Connection LLC will not end on such date. Furthermore, Executive hereby irrevocably resigns from the Company's Board of Directors (the "Board") effective as of November 2, 2025. The parties agree that, immediately following such date through January 3, 2026, Executive will serve as Executive Advisor to the Company. Such position, as well as Executive's employment with the Company and Resources Connection LLC, will terminate at the end of the day on January 3, 2026 (Executive's last day of employment with the Company, the "Separation Date"). The Company will continue to pay Executive her regular base salary through the Separation Date. Executive will continue to perform any duties reasonably given to her in good faith, and to the best of her abilities, through the Separation Date, and will reasonably assist the Company (both before and after the Separation Date) in the transition of her responsibilities for the Company.

2. ***Acknowledgment of All Compensation Paid.*** Except as otherwise expressly provided in this Agreement, Executive agrees that the Company and Resources Connection LLC has paid Executive all wages, bonuses, commissions, and any other compensation earned by Executive during Executive's employment with the Company (or any of its affiliates), including but not limited to accrued vacation, salary, bonuses, incentives, and other wages. Executive agrees that, except as otherwise expressly provided in this Agreement, Executive is not entitled to receive any further compensation or benefits (including, but not limited to, salary, bonuses,

incentives, and other wages) arising out of Executive's employment or any other relationship with the Company, Resources Connection LLC or any of their affiliates.

Executive agrees that Executive has submitted, or will submit within thirty (30) days of the Separation Date, for reimbursement any and all business expenses Executive incurred during Executive's employment with the Company (to the extent not previously reimbursed) in accordance with the Company's expense reimbursement policies. Executive agrees that she will not incur any expense not consistent with past practice through the Separation Date.

Executive's coverage under Resources Connection LLC's group healthcare insurance plan will end at the end of the month in which the Separation Date occurs; provided, however, that Executive will be eligible to continue healthcare coverage for Executive and Executive's eligible dependents under Resources Connection LLC's group health insurance plans in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), provided that Executive makes a timely election for COBRA coverage.

Except for the severance benefits provided for in Section 3 below (which benefits are subject to the terms and conditions thereof), Executive and the Company agree that Executive is not (and will not be) entitled to benefits under any severance plan, policy or arrangement of the Company, Resources Connection LLC or any of their affiliates or any cash, equity, or equity-based incentive plan, policy or arrangement of the Company, Resources Connection LLC or any of their affiliates. Executive acknowledges and agrees that the severance benefits provided for in Section 3 are in full satisfaction of Executive's right to receive severance benefits under the Employment Agreement.

Executive's accrued benefit under the Resources Global Professionals 401(k) Savings Plan will be paid in accordance with the terms and conditions of such plan and any applicable election(s) made by Executive thereunder.

3. ***Severance Benefits.*** In consideration of Executive's agreements and releases set forth in the Release Agreement attached hereto as Exhibit A (the "Release Agreement"), and provided that Executive (a) signs and delivers the Release Agreement on or after the Separation Date and by no later than the date that is twenty-one (21) days following the Separation Date (with delivery of such executed Release Agreement to be to Rebecca Cottrell, General Counsel, at Resources Connection, Inc., 15950 North Dallas Parkway, Suite 330, Dallas, Texas, 75248, so that it is received within twenty-one (21) days following the Separation Date), (b) is not in material breach or default of this Agreement or the Confidentiality Agreement; (c) has performed in all material respects all obligations under this Agreement; and (d) has not revoked the Release Agreement (or any portion hereof or thereof) within seven (7) days of execution pursuant to Section 5 of the Release Agreement; the Company agrees to pay or provide Executive with (1) cash severance to total \$5,325,000 (the "Cash Severance") to be paid as provided below, (2) a pro-rated target cash bonus of \$554,167 for fiscal year 2026, to be paid as provided below ("FY26 Pro-Rated Bonus"), (3) the Continued Healthcare Benefit (as defined below), and (4) the Accelerated Equity Award Vesting (as defined below) (such Cash Severance, together with the FY26 Pro-Rated Bonus, the Continued Healthcare Benefit, and the Accelerated Equity Award Vesting, the "Severance Benefits").

The Cash Severance (if payable as provided above) will be paid in a series of twelve consecutive monthly installment payments (each such installment payment to equal \$443,750), with the first installment payable in January 2026 and the final installment payable in December 2026; provided that the first installment will not be paid prior to the Company's first regular payroll date that occurs after Executive has returned the executed Release Agreement to the Company and the applicable seven-day revocation period has lapsed. The FY26 Pro-Rated Bonus (if payable as provided above) will also be paid in a series of twelve consecutive monthly installment payments (with the first such installment to equal \$46,180.62 and each of the other eleven installment payments to equal \$46,180.58), with the first installment payable in January 2026 and the final installment payable in December 2026; provided that the first installment will not be paid prior to the Company's first regular payroll date that occurs after Executive has returned the executed Release Agreement to the Company and the applicable seven-day revocation period has lapsed.

The "Continued Healthcare Benefit" (if payable as provided above) means that the Company will, promptly after Executive has returned the executed Release Agreement to the Company and the applicable seven-day revocation period has lapsed, pay Executive a lump sum cash payment approximately equivalent to the Executive's cost to continue healthcare coverage pursuant to COBRA (including any applicable extension of Federal COBRA coverage through Cal-COBRA), at the same or reasonably equivalent healthcare coverage for Executive (and, if applicable, Executive's eligible dependents) as in effect immediately prior to the Separation Date, for two years following the Separation Date. Such amount shall be determined by the parties in good faith based on the costs to continue healthcare coverage pursuant to COBRA in effect as of January 1, 2026.

The Company granted Executive equity awards (which consisted of stock options, restricted stock units, and performance-based restricted stock units) ("Equity Awards"). All of Executive's Equity Awards that were stock options have fully vested in accordance with their terms and, to the extent outstanding on the Separation Date and provided Executive satisfies the conditions to receive the Accelerated Equity Award Vesting as provided above, will remain exercisable for the duration of the term of the applicable award (but subject to the Company's ability to terminate the award in connection with a change in control or similar circumstances pursuant to the applicable plan and award agreement). Executive previously received payment in full for any and all Equity Awards that vested in accordance with their terms (and in the case of any options, to the extent that they were exercised) on or before the date hereof. On the Separation Date (and if Executive satisfies the conditions to receive the Accelerated Equity Award Vesting as provided above), all of Executive's then-outstanding and otherwise unvested Equity Awards will become fully vested; provided that any such outstanding Equity Awards that are performance-based restricted stock units will vest at the applicable "target" number of shares subject to the award and there will be no modification to such vesting level based on actual performance (the "Accelerated Equity Award Vesting"). The Equity Awards that become vested on the Separation Date will be paid in accordance with the applicable award terms promptly following the Separation Date.

Executive acknowledges and agrees that the Severance Benefits include payments and benefits that Executive would not otherwise be entitled to receive without entering into the Release Agreement, and constitute valuable and adequate consideration for the terms, conditions, and releases provided by Executive in the Release Agreement. Notwithstanding anything to the contrary in this Agreement or in the Release Agreement, if Executive revokes the Release Agreement (or any portion hereof or thereof) pursuant to Section 5 of the Release Agreement, or any revocation right provided by applicable law, then (a) the Company shall have no obligation to pay or provide Executive with any of the Severance Benefits and (b) the provisions of Section 4 below shall be null and void (i.e., there shall be no Consulting Period (as defined below) and no payment of the Consulting Fee (as defined below)).

4. **Consulting Engagement.** The Company and Executive confirm that the Company engages Executive as a consultant for the Consulting Period. The “Consulting Period” means the period of time commencing immediately following the Separation Date and ending on the first to occur of (a) December 31, 2028 or (b) the date of Executive’s death. Executive agrees that, during the Consulting Period, Executive will provide the Services (as defined in the next sentence) to the Company in good faith and to the best of her abilities. The “Services” during the Consulting Period will include transition support and such other services to the Board or the Company’s Chief Executive Officer (the “CEO”) as either of them may reasonably request from time to time (such other services may include, without limitation, providing assistance and advice with respect to matters involving the Company, any of its subsidiaries, their respective businesses and operations, finances, human capital or legal matters, and other matters that are within Executive’s knowledge and experience with the Company). In performing the Services, Executive agrees that Executive will not include in any work product or otherwise disclose or provide to the Company any confidential information, trade secrets or other proprietary information belonging to a third party.

Executive agrees to make herself available to perform the Services as reasonably requested by the Board or by the CEO. It is acknowledged and agreed that this Section 4 does not preclude Executive from working for other entities and/or individuals during and after the Consulting Period (subject, however, to Executive’s ongoing compliance with Executive’s continuing obligations under the Employment Agreement and under the Confidentiality Agreement).

In consideration of Executive providing the Services during the Consulting Period, the Company will pay Executive a consulting fee of \$12,500 monthly during the Consulting Period (the “Consulting Fee”). The Consulting Fee due for a particular month shall be paid by the Company not later than ten (10) business days following the end of such month. Executive will not be entitled to any other incentives, compensation or benefits for such Services.

Executive acknowledges that, while Executive is providing the Services, Executive will not be an employee of the Company for any purpose whatsoever, including state and federal taxes and workers’ compensation insurance, but will be acting as an independent contractor with respect to the Services. As to the Consulting Period and the Services: (a) nothing contained in this Agreement shall be construed to imply an employment, joint venture, partnership or

principal-agent relationship between the parties; and (b) neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Notwithstanding the foregoing, (i) the Company may terminate the Consulting Period earlier than provided above if Executive has materially breached any of Executive's ongoing obligations under this Agreement or under the Confidentiality Agreement, and (ii) Executive may terminate the Consulting Period at any time at her own discretion upon thirty (30) days' advance notice to the Company. Upon any such termination of the Consulting Period, the Company shall have no further obligation to pay the Consulting Fee to Executive other than (a) any fee for a month that ended prior to such termination of the Consulting Period (to the extent not theretofore paid), and (b) if such termination of the Consulting Period is effective mid-month, a pro-rated monthly Consulting Fee for the month in which such termination occurs.

Executive agrees to treat as confidential under the Employment Agreement and the Confidentiality Agreement (to the same extent as if it had been provided to Executive as an employee of the Company) any confidential information provided to Executive in the course of Executive performing the Services.

## **5. *Certain Other Covenants.***

**5.1 *Ongoing Obligations.*** Executive acknowledges and agrees to Executive's ongoing obligations pursuant to Sections 14 and 15 of the Employment Agreement, as well as pursuant to the Confidentiality Agreement.

**5.2 *Defend Trade Secrets Act and other Exceptions.*** Notwithstanding the foregoing, nothing in this Section 5, in the Release Agreement, or in the Integrated Agreement (as defined below) prevents Executive (or any other person) from discussing or disclosing (a) information about a dispute involving sexual assault or sexual harassment or other unlawful acts in the workplace (such as harassment or discrimination or any other conduct Executive has reason to believe is unlawful), or (b) the terms, wages, and working conditions of the Executive's employment, as protected by applicable law. Furthermore, nothing in this Section 5, in the Release Agreement, or in the Integrated Agreement prevents Executive (or any other person) from (a) truthfully responding to a lawful and valid subpoena or other legal process, or (b) reporting confidential information in a confidential manner either to a federal, state or local government official or to an attorney where such disclosure is solely for the purpose of reporting or investigating a suspected violation of law, including, but not limited to, disclosures made pursuant to any whistleblower laws. Notwithstanding any confidentiality obligations set forth in this Agreement or in the Integrated Agreement, Executive understands that, pursuant to the Defend Trade Secrets Act of 2016 ("DTSA"), Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Executive further understands that if a court of law or arbitrator determines that Executive misappropriated Company trade secrets willfully

or maliciously, including by making permitted disclosures without following the requirements of the DTSA as detailed in this Section 5.2, then the Company may be entitled to an award of exemplary damages and attorneys' fees against Executive.

## 6. *Miscellaneous.*

6.1 ***Governing Law.*** This Agreement and the Release Agreement shall each be deemed to have been executed and delivered within the State of Utah, and the rights and obligations of the parties hereunder and thereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah without regard to principles of conflict of laws.

6.2 ***Reliance; Amendments.*** The Company and the other Releasees (as such term is defined in the Release Agreement) are entitled to rely on this Agreement and this Agreement is irrevocable by Executive and cannot be unilaterally changed by Executive. This Agreement may not be modified or amended, in whole or in part, except in a formal, definitive written agreement expressly referring to this Agreement, which agreement is signed by an authorized officer of the Company (other than Executive) and by Executive.

6.3 ***No Waiver.*** Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement or under the Release Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be binding unless in writing and signed by the party asserted to have granted such waiver.

6.4 ***Severability.*** It is the desire and intent of the parties hereto that the provisions of each of this Agreement and the Release Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement or of the Release Agreement shall be adjudicated by a court of competent jurisdiction or an arbitrator, as the case may be, to be invalid, prohibited or unenforceable under any present or future law, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or of the Release Agreement or affecting the validity or enforceability of such provision in any other jurisdiction, and to this end the provisions of this Agreement and the Release Agreement are declared to be severable; furthermore, in lieu of such invalid or unenforceable provision there will be added automatically as a part of this Agreement or the Release Agreement, as applicable, a legal, valid, and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible. Notwithstanding the foregoing, if such provision could be more narrowly drawn (as to geographic scope, period of duration or otherwise) so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining

provisions of this Agreement or the Release Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

#### 6.5 *Assignment and Successors.*

(a) Each of this Agreement and the Release Agreement is personal to Executive and shall not be assignable by Executive. Each of this Agreement and the Release Agreement shall be binding upon Executive's heirs, executors, administrators, and other legal representatives. In the event Executive dies prior to receiving the full amount of the payments due to Executive pursuant to this Agreement, any remaining payments due to Executive shall be paid to Executive's estate.

(b) The Company may assign its rights and obligations under each of this Agreement and the Release Agreement, and this Agreement and the Release Agreement shall inure to the benefit of and be binding upon the Company and its respective successors and assigns. As used herein, "successor" and "assignee" shall include any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires ownership of the Company or to which the Company assigns this Agreement or the Release Agreement by operation of law or otherwise.

6.6 *No Representations.* There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter of this Agreement, except as expressly set forth in this Agreement.

6.7 *Interpretation.* Executive has cooperated in the drafting, negotiation and preparation of each of this Agreement and the Release Agreement. Hence, in any construction to be made of this Agreement or of the Release Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

6.8 *Review of Agreement.* Executive recognizes that this is a legally binding contract and acknowledges and agrees that Executive has had the opportunity to consult with legal counsel of Executive's own choice. Executive specifically acknowledges and agrees that Executive has read and understands this Agreement and the releases it contains, is entering into this Agreement freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

6.9 *Headings; Construction.* The section and paragraph headings and titles contained each of this Agreement and the Release Agreement are inserted for convenience only, and they neither form a part of this Agreement or the Release Agreement nor are they to be used in the construction or interpretation of this Agreement or the Release Agreement. Where the context requires in each of this Agreement and the Release Agreement, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders and the neutral. Where specific language is used to clarify by example a general statement contained in this Agreement or in the Release Agreement, such specific language shall not be deemed to

modify, limit or restrict in any manner the construction of the general statement to which it relates.

6.10 **Electronic Signatures.** Each of this Agreement and the Release Agreement may be signed and/or transmitted by facsimile, e-mail of a .PDF, .TIF, .GIF, .JPG or similar attachment or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), it being understood that any such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand-written signature. Executive further consents and agrees that (a) to the extent Executive signs this Agreement or the Release Agreement using electronic signature technology, by clicking "sign" (or similar acknowledgement of acceptance), Executive is signing this Agreement or the Release Agreement, as the case may be, electronically, and (b) electronic signatures appearing on this Agreement or the Release Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

6.11 **No Wrongdoing.** This Agreement constitutes a compromise and settlement of any and all potential disputed claims. No action taken by either Executive or the Company, either previously or in connection with this Agreement, shall be deemed or construed to be: (a) an admission of the truth or falsity of any potential claims; or (b) an acknowledgment or admission by either party of any fault or liability whatsoever to the other or to any third party.

6.12 **No Liens.** Executive represents and warrants that (a) Executive has the capacity to act on Executive's own behalf and on behalf of all who might claim through Executive to bind them to the terms and conditions of this Agreement, and (b) there are no liens or claims of any lien or assignment in law or equity or otherwise of or against any of the claims released in this Agreement.

6.13 **Tax Matters.** The Company and Executive intend that all payments made and benefits provided under this Agreement are either exempt from or comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, the regulations and other guidance thereunder and any state law of similar effect (collectively "Section 409A") so that none of the payments or benefits will be subject to the adverse tax penalties imposed under Section 409A, and any ambiguities herein will be interpreted to be so exempt. The payments and benefits referenced and provided for in this Agreement are subject to all applicable withholding requirements. Except for the Company's withholding right, Executive will be solely responsible for any and all taxes that may be due with respect to the payments and benefits referenced and provided for in this Agreement. Executive agrees that the Company will treat Executive as having a "separation from service" (within the meaning of Section 409A) with the Company on the Separation Date.

6.14 **Entire Agreement.** This Agreement, together with the Employment Agreement, the Confidentiality Agreement and the Indemnification Agreement (all together, the "Integrated Agreement"), embodies the entire agreement of the parties hereto respecting the matters within its scope and is an integrated agreement. The Integrated Agreement supersedes all prior or contemporaneous agreements of the parties hereto and that directly or indirectly bear upon the subject matter hereof. Any prior negotiations, correspondence, agreements, proposals

or understandings relating to the subject matter hereof or of any portion of the Integrated Agreement shall be deemed to have been merged into the Integrated Agreement, and to the extent inconsistent with the Integrated Agreement, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. The Integrated Agreement is a fully integrated agreement. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as expressly set forth in the Integrated Agreement. For clarity, each of the Confidentiality Agreement and the Indemnification Agreement continues in effect in accordance with its terms. In the event of any conflict or inconsistency between this Agreement and the Employment Agreement, this Agreement controls. As to each of Executive's Equity Awards that is outstanding as of the date hereof, the terms and conditions of the applicable award agreement (giving effect to any accelerated vesting provided for in Section 3), as well as the terms and conditions of the Company equity plan under which the award was granted, continue in effect as to such award and, as to such award, such terms and conditions are outside of the scope of the integration provisions of this Section 6.14.

6.15 **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed electronic transmission (including e-mail) if sent during normal business hours of the recipient, and if not, then on the next business day; (iii) two (2) days after being sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent: (x) if to the Company, to the Company at the address of its principal executive offices and to the attention of its General Counsel; (y) if to Executive, to Executive at Executive's last address as reflected in the Company's payroll records; or (z) in either case, at such other address as such party may designate by ten days advance written notice to the other party hereto.

6.16 **Supplementary Documents.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

*[The remainder of this page has intentionally been left blank. The signature page follows.]*

**I HAVE READ THE FOREGOING TRANSITION AGREEMENT AND I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.**

**“EXECUTIVE”**

/s/ Kate W. Duchene  
Kate W. Duchene

Date: October 31, 2025

**“COMPANY”**

Resources Connection, Inc.,  
a Delaware corporation

/s/ Rebecca Cottrell  
By: Rebecca Cottrell  
Title: General Counsel

Date: October 31, 2025

## EXHIBIT A

### RELEASE AGREEMENT

1. **Termination.** I, Kate W. Duchene, agree that my employment, and all other positions (as an officer, director, employee, member, manager, and in any other capacity) I held, with Resources Connection, Inc., a Delaware corporation (the “Company”), Resources Connection LLC, a Delaware limited liability company, and each of their affiliates terminated (to the extent not previously terminated) effective at the end of the day on January 3, 2026 (the “Separation Date”). I agree that I currently hold no such position.

2. **Severance Benefits.** This Release Agreement constitutes the Release Agreement referenced in Section 3 of my Transition Agreement with the Company entered into on or about October 31, 2025 (the “Transition Agreement”). Any capitalized term used in this Release Agreement that is not otherwise defined in this Release Agreement is used as defined in the Transition Agreement.

3. **Release of Claims.** I, on behalf of myself and my descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby fully and forever release the Company, Resources Connection LLC, their divisions, subsidiaries, parents, or affiliated corporations, past and present, and each of them, as well as its and their assignees, successors, directors, officers, stockholders, partners, representatives, attorneys, agents or employees, past or present, or any of them (individually and collectively, “Releasees”), from, and agree not to sue concerning, or in any manner institute, prosecute or pursue, or cause to be instituted, prosecuted, or pursued, any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that I or they may possess against any of the Releasees arising from any acts or omissions that have occurred up until and including the date and time that I sign this Release Agreement (collectively, “Claims”), including, without limitation: (a) any and all Claims relating to or arising from my employment relationship with the Company and the termination of that relationship; (b) any and all Claims for violation of any federal, state or municipal law, constitution, regulation, ordinance or common law, including, but not limited to, the Age Discrimination in Employment Act of 1967; Title VII of the Civil Rights Act of 1964; the Equal Pay Act of 1963; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Employee Retirement Income Security Act of 1974; the federal Family Medical Leave Act; the Utah Antidiscrimination Act; the Utah Payment of Wages Act; the Utah Employment Selection Procedures Act; the Utah Minimum Wage Act; the Utah Right to Work Law; the California Business and Professions Code; the California Family Rights Act; the California Fair Employment and Housing Act; and the California Labor Code; and all amendments to each such law; (c) any and all Claims for any wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference

with contract or prospective economic advantage; unfair business practices; defamation; personal injury; invasion of privacy; false imprisonment; and conversion; (d) any and all Claims for wages, benefits, severance, vacation, bonuses, commissions, equity, expense reimbursements, or other compensation or benefits; and (e) any and all Claims for attorneys' fees, costs and/or penalties; provided, however, that the foregoing release does not apply to any obligation of the Company to me pursuant to any of the following: (1) my rights under the Transition Agreement; (2) any right to indemnification that I may have pursuant to the Company's bylaws or its corporate charter (or any corresponding provision of any subsidiary or affiliate of the Company), or under any indemnification agreement with the Company, with respect to any loss, damages or expenses (including but not limited to attorneys' fees to the extent otherwise provided) that I may in the future incur with respect to any service as an employee, officer or director of the Company or any of its subsidiaries or affiliates; (3) with respect to any rights that I may have to insurance coverage for such losses, damages or expenses under any Company (or subsidiary or affiliate) directors and officers liability insurance policy; (4) any rights to continued medical and dental coverage that I may have under COBRA; or (5) any rights to payment of any vested benefits that I may have under a retirement plan sponsored or maintained by the Company or Resources Connection LLC that is intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended. In addition, this release does not cover any Claim that cannot be released as a matter of applicable law. Notwithstanding anything to the contrary herein, nothing in this Release Agreement prohibits me from filing a charge with or participating in an investigation conducted by any state or federal government agencies. However, I waive, to the maximum extent permitted by law, the right to receive any monetary or other recovery, should any agency or any other person pursue any claims on my behalf arising out of any Claim released pursuant to this Release Agreement. For clarity, and as required by law, such waiver does not prevent me from accepting a whistleblower award from the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended. I acknowledge and agree that I have received any and all leave and other benefits that I am or was entitled to pursuant to the Family and Medical Leave Act of 1993.

4. ***Waiver of Unknown Claims.*** This Release Agreement is intended to be effective as a general release of and bar to each and every Claim hereinabove specified. Accordingly, I hereby expressly waive any rights and benefits conferred by Section 1542 of the California Civil Code and any similar provision of any other applicable state law as to the Claims. Section 1542 of the California Civil Code provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

I acknowledge that I later may discover claims, demands, causes of action or facts in addition to or different from those which I now know or believe to exist with respect to the subject matter of this Release Agreement and which, if known or suspected at the time of executing this Release Agreement, may have materially affected its terms. Nevertheless, I hereby waive, as to the

Claims, any claims, demands, and causes of action that might arise as a result of such different or additional claims, demands, causes of action or facts.

5. **ADEA Waiver.** I expressly acknowledge and agree that by entering into this Release Agreement, I am waiving any and all rights or claims that I may have arising under the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), and that this waiver and release is knowing and voluntary. This waiver and release do not, however, apply to any rights or claims that may arise under the ADEA after the date I sign this Release Agreement. I further expressly acknowledges and agrees that:

(a) In return for this Release Agreement, I will receive consideration beyond that to which I was entitled before executing this Release Agreement;

(b) I am hereby advised in writing by this Release Agreement to consult with an attorney before signing this Release Agreement;

(c) I was given a copy of this Release Agreement before the Separation Date, and informed that I had twenty-one (21) days following the Separation Date to consider this Release Agreement, and that if I wished to execute this Release Agreement prior to the expiration of such twenty-one (21) day period, I will have done so voluntarily and with full knowledge that I am waiving my right to have twenty-one (21) days to consider this Release Agreement; and that such twenty-one (21) day period to consider this Release Agreement would not and will not be re-started or extended based on any changes, whether material or immaterial, that are or were made to this Release Agreement in such twenty-one (21) day period after I received it;

(d) I was informed that I have seven (7) days following the date of execution of this Release Agreement in which to revoke this Release Agreement, and this Release Agreement will become null and void if I elect revocation during that time. Any revocation must be in writing and must be received by the Company during the seven-day revocation period. In the event that I exercise this revocation right, neither the Company nor I will have any obligation under this Release Agreement. Any notice of revocation must be sent by me in writing to the Company (attention Rebecca Cottrell, General Counsel, Resources Connection, Inc., 15950 North Dallas Parkway, Suite 330, Dallas, Texas, 75248), so that it is received within the seven-day period following execution of this Release Agreement by me; and

(e) Nothing in this Release Agreement prevents or precludes me from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law.

6. **No Transferred Claims.** I represent and warrant that I have not heretofore assigned or transferred to any person not a party to this Release Agreement any released matter or any part or portion thereof.

## 7. *Miscellaneous.*

7.1 ***Reliance; Amendments.*** The Company and the other Releasees are entitled to rely on this Release Agreement and, except as provided in Section 5, this Release Agreement is irrevocable by me and cannot be unilaterally changed by me. This Release Agreement may not be modified or amended, in whole or in part, except in a formal, definitive written agreement expressly referring to this Release Agreement, which agreement is signed by an authorized officer of the Company and by me.

7.2 ***No Representations.*** There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter of this Release Agreement, except as expressly set forth in this Release Agreement or in the Transition Agreement.

7.3 ***Review of Agreement.*** I recognize that this is a legally binding contract and acknowledge and agree that I have had the opportunity to consult with legal counsel of my own choice. I specifically acknowledge and agree that I have read and understand this Release Agreement and the releases it contains, am entering into this Release Agreement freely and voluntarily, and have been advised to seek counsel prior to entering into this Release Agreement and have had ample opportunity to do so.

7.4 ***No Liens.*** I represent and warrant that (a) I have the capacity to act on my own behalf and on behalf of all who might claim through me to bind them to the terms and conditions of this Release Agreement, and (b) there are no liens or claims of any lien or assignment in law or equity or otherwise of or against any of the claims released in this Release Agreement.

7.5 ***Entire Agreement.*** This Release Agreement, together with the Transition Agreement, the Confidentiality Agreement, the Indemnification Agreement, and the Employment Agreement (all together, the “Integrated Agreement”), embodies the entire agreement of the parties hereto respecting the matters within its scope and is an integrated agreement. The Integrated Agreement supersedes all prior or contemporaneous agreements of the parties hereto and that directly or indirectly bear upon the subject matter hereof. Any prior negotiations, correspondence, agreements, proposals or understandings relating to the subject matter hereof or of any portion of the Integrated Agreement shall be deemed to have been merged into the Integrated Agreement, and to the extent inconsistent with the Integrated Agreement, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. The Integrated Agreement is a fully integrated agreement. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as expressly set forth in the Integrated Agreement. For clarity, the Confidentiality Agreement continues in effect in accordance with its terms. As to each of Executive’s Equity Awards that is outstanding as of the Separation Date, the terms and conditions of the applicable award agreement (giving effect to any accelerated vesting provided for in Section 3 of the Transition Agreement), as well as the terms and conditions of the Company equity plan under which the award was granted, continue in effect as

to such award and, as to such award, such terms and conditions are outside of the scope of the integration provisions of this Section 7.5.

7.6 ***Other Ongoing Obligations***. I represent and warrant that I have complied with Section 5 of the Transition Agreement.

*[The remainder of this page has intentionally been left blank. The signature page follows.]*

**I HAVE READ THE FOREGOING RELEASE AGREEMENT AND I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.**

\_\_\_\_\_  
Kate W. Duchene

Date: \_\_\_\_\_

## EMPLOYMENT AGREEMENT

This Employment Agreement (this “**Agreement**”) is made as of October 31, 2025 between Roger Carlile (“**Executive**”), Resources Connection, Inc. (the “**Company**”) and Resources Connection LLC (“**LLC**”).

### **RECITALS**

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

### **AGREEMENT**

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

#### **1. RETENTION**

The Company and LLC do hereby hire, engage and employ Executive as the President and Chief Executive Officer of the Company and LLC, each for the Period of Employment (as defined in Section 3), and Executive does hereby accept and agree to such hiring, engagement and employment, all on the terms and conditions expressly set forth in this Agreement. For purposes of this Agreement, the term “Company” shall be understood to include the LLC, unless the context otherwise requires.

#### **2. DUTIES**

(a) During the Period of Employment (as defined in Section 3), Executive shall serve the Company in such positions fully, diligently, competently, and in conformity with the provisions of this Agreement, directives of the Board of Directors of the Company (the “**Board**”), and the corporate policies of the Company as they presently exist, and as such policies may be amended, modified, changed, or adopted during the Period of Employment, and Executive shall have duties and authority consistent with Executive’s position as the President and Chief Executive Officer. In this position, Executive shall report to the Board. If requested by the Company, Executive shall also serve as a member of the Board and any Board committees without additional compensation during the Period of Employment; provided, however if the Executive serves as a member of the Board and any Board committee following the Period of Employment, he shall receive compensation in accordance with the Company’s Director Compensation Policy then in effect. Executive will initially continue to serve in his position as a Board member and it is expected that he will maintain that position throughout the Period of Employment.

(b) Throughout the Period of Employment, Executive shall devote his full business time, energy, and skill to the performance of his duties for the Company, vacations and other leave authorized under this Agreement excepted. The foregoing notwithstanding, Executive shall be permitted to (i) engage in charitable and community affairs, and (ii) to make investments of any character in any business or businesses and to manage such investments (but not be involved in the day-to-day operations of any such business); provided, in each case, and in the aggregate, that such activities do not interfere with the performance of Executive’s duties

hereunder or conflict with the provisions of Sections 13 and 14, and further provided that Executive shall not serve as a director of any other publicly traded or private entity without gaining the consent of the Corporate Governance and Nominating Committee of the Board prior to the commencement of such service, which consent shall not be unreasonably withheld or delayed and it being understood that any Board positions approved prior to the date hereof may be maintained by Executive.

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

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

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

### 3. PERIOD OF EMPLOYMENT

The "**Period of Employment**" shall, unless sooner terminated as provided herein, be three (3) years commencing on November 3, 2025 (the "**Effective Date**") and ending with the close of business on November 3, 2028. Notwithstanding the preceding sentence, commencing with November 3, 2028, and on each November 3<sup>rd</sup> thereafter (each an "**Extension Date**"), the Period of Employment shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto sixty (60) days' prior written notice before the next scheduled Extension Date that the Period of Employment shall not be so extended (the "**Non-Extension Notice**"). The term "Period of Employment" shall include any extension that becomes applicable pursuant to the preceding sentence. In all cases, the Period of Employment is subject to termination pursuant to Sections 6, 7 and 8 below.

### 4. COMPENSATION

(a) **BASE SALARY.** During the Period of Employment, the Company shall pay Executive, and Executive agrees to accept from the Company, in payment for his services, a base salary of eight hundred twenty-five thousand dollars (\$825,000) per year ("**Base Salary**"), less standard withholdings and authorized deductions, payable in accordance with the Company's general payroll practices in effect from time to time (but in no event less frequently than in monthly installments). The Board (or a Committee of the Board) shall consider, not less frequently than annually (commencing in the Company's Fiscal Year 2027), an upward adjustment to Executive's Base Salary. The determination of whether Executive's Base Salary will be upwardly adjusted is within the sole and absolute discretion of the Board (or a Committee of the Board).

(b) **ANNUAL INCENTIVE COMPENSATION.** During the Period of Employment, Executive shall be entitled to participate in any annual incentive or bonus plan or plans maintained by the Company for the executive officers of the Company generally, in accordance with the terms, conditions, and provisions of each such plan as the same may be changed, amended, or terminated, from time to time in the discretion of the Board, or its designated committee. For Fiscal Year 2026, Executive's target bonus shall be \$554,167, which represents

a pro-rata target bonus for the portion of the fiscal year in which Executive is employed by the Company. For each fiscal year of the Company that occurs during the Period of Employment after Fiscal Year 2026, the Executive's target bonus shall be \$950,000. Payment for any bonus in any fiscal year is subject to the achievement of specific quantitative and qualitative goals, and other terms and conditions, outlined in the Company's Executive Incentive Plan in effect for such year.

(c) EQUITY COMPENSATION. During the Period of Employment, Executive shall be eligible to receive grants of restricted stock, restricted stock units, or other equity compensation on such terms and conditions as determined from time to time in the discretion of the Board, or a designated committee thereof. In connection with the commencement of Executive's employment, subject to approval by the Compensation Committee of the Board, Executive will receive an award of 600,000 restricted stock units (the "New Hire RSUs"), which will vest as to one-half of the New Hire RSUs subject to the award on each of the first and second anniversaries of the Effective Date, subject to Executive's continued employment or service as a consultant or member of the Board through the applicable vesting date and the terms of the applicable award agreement and the Company's 2020 Performance Incentive Plan, as amended and restated (the "2020 Plan").

(d) Upon (or as may be necessary to give effect to such acceleration, immediately prior to) the occurrence of an event described in Section 7.2 of the 2020 Plan, all of Executive's then-outstanding and otherwise unvested equity awards granted by the Company shall be deemed immediately vested, notwithstanding any other provision of the applicable plans or award documentation to the contrary; provided, however, that as to any awards that vest based on performance conditions, the terms of the applicable award agreement shall govern the accelerated vesting of such award.

For the avoidance of doubt, nothing herein or resulting by virtue of the employment contemplated hereunder, shall have the effect of altering any outstanding restricted stock units granted to Executive prior to the date hereof, except that for purposes of vesting, service hereunder shall cause continued vesting, even if Executive no longer serves as a Director during the Period of Employment.

## **5. BENEFITS**

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

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

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

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

## 6. DEATH OR DISABILITY

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

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

(c) **TERMINATION DUE TO DEATH OR DISABILITY.** If Executive dies during the Period of Employment, the Period of Employment and Executive's employment shall automatically cease and terminate as of the date of Executive's death. If Executive becomes Permanently Disabled during the Period of Employment, the Company may terminate the Period of Employment and Executive's employment hereunder by providing Executive written notice of such termination. In the event of the termination of the Period of Employment and Executive's employment hereunder due to Executive's death or Permanent Disability, Executive or his estate shall be entitled to receive a lump sum cash payment, payable within fifteen (15) calendar days (or earlier, if required by applicable law) after termination of Executive's employment, equal to the sum of (A) any accrued but unpaid Base Salary as of the date of Executive's termination of employment hereunder and (B) any earned but unpaid annual incentive compensation in respect of the most recently completed fiscal year preceding Executive's termination of employment hereunder (the "**Earned/Unpaid Annual Bonus**").

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

or other benefits under this Agreement or to any cash severance or termination benefits under any other severance plan, program, policy or arrangement of the Company and its affiliates.

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

## **7. TERMINATION BY THE COMPANY**

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

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

within thirty (30) days following written notice by the Board to Executive of such breach.

If Executive's employment is terminated for Cause, the termination shall take effect on the effective date (pursuant to Section 26) of written notice of such termination to Executive. A determination by the Board that Cause exists shall be effective only if approved at a Board meeting (in person, video conference or telephonic) by at least a majority of the Board (not counting Executive if he is then a member of the Board). The Executive is entitled to be present (with counsel) at such meeting and respond to any basis that may be asserted as constituting Cause (a summary of which shall be supplied to Executive in writing at least ten (10) days before any such meeting).

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

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

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

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

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

(ii) any then-outstanding and otherwise unvested equity awards granted by the Company to Executive shall thereupon immediately vest; provided, however, that as to any awards that vest based on performance conditions, the terms of the applicable award agreement shall govern the accelerated vesting of such award.

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

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

## **8. TERMINATION BY EXECUTIVE**

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

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

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

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

Any such termination by Executive for Good Reason shall be treated for all purposes of this Agreement as a termination by the Company without Cause and the provisions of Section 7(b) shall apply; provided, however, that if Executive attempts to resign for Good Reason pursuant to this Section 8(b) and it is ultimately determined that Good Reason did not exist, Executive shall be deemed to have resigned from employment without Good Reason and the provisions of Section 8(a) and, by reference therein, the provisions of Section 7(a), shall apply. Notwithstanding any other provision of this Agreement, following such a termination of employment by Executive, except as set forth in Section 7(a) or 7(b), as applicable, Executive shall have no further rights to any compensation or other benefits under this Agreement or to any cash severance or termination benefits under any other severance plan, program, policy or arrangement of the Company and its affiliates.

## **9. EXCLUSIVE REMEDY**

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

## **10. EXPIRATION OF PERIOD OF EMPLOYMENT**

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

(b) CONTINUED EMPLOYMENT BEYOND EXPIRATION OF PERIOD OF EMPLOYMENT. If either party elects not to extend the Period of Employment pursuant to Section 3, but the parties want to continue Executive's employment without a written contract, such continued employment will be at will and shall not be deemed to extend any of the provisions of this Agreement, subject to being expressly agreed between the parties in a

subsequent written agreement. At such time, Executive's employment may thereafter be terminated at will by either Executive or the Company; provided, however, that the provisions of Sections 13, 14 and 15 shall survive any termination of this Agreement or Executive's termination of employment hereunder.

#### **11. POSSIBLE BENEFIT REDUCTION**

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

#### **13. MEANS AND EFFECT OF TERMINATION**

Any termination of Executive's employment under this Agreement shall be communicated by written notice of termination from the terminating party to the other party. The notice of termination shall indicate the specific provision(s) of this Agreement relied upon in effecting the termination and shall set forth in reasonable detail the facts and circumstances

alleged to provide a basis for termination, if any such basis is required by the applicable provision(s) of this Agreement.

#### 14. RESTRICTIVE COVENANTS

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

(a) During the period of Executive's employment by the Company, Executive will not, directly or indirectly, (i) engage in any business for Executive's own account that competes with the business of the Company or its affiliates (including, without limitation, businesses which the Company or its affiliates have specific plans to conduct in the future and as to which Executive is aware of such planning), (ii) enter the employ of, or render any services to, any person engaged in any business that competes with the business of the Company or its affiliates, or (iii) acquire a financial interest in any person engaged in any business that competes with the business of the Company or its affiliates, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant. During the period of Executive's employment by the Company and for a period of one (1) year thereafter (the "**Restricted Period**"), Executive will also not, directly or indirectly, interfere with business relationships (whether formed before or after the date of this Agreement) between the Company or any of its affiliates and clients, customers, suppliers, partners, members or investors of the Company or its affiliates, except as he is entitled under applicable law.

(b) Notwithstanding anything to the contrary in this Agreement, Executive may: directly or indirectly, (A) own, solely as an investment, securities of any person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on an over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such person and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such person or (B) serve as a member of the board of any entity if approved by the Company prior or after the date hereof, which consent shall not be unreasonably withheld or delayed.

(c) During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage any employee or independent contractor of the Company or its affiliates to terminate his or her employment or contract relationship with the Company or its affiliates or to become employed or engaged as a contractor by Executive or any third party.

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

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

jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

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

## 15. CONFIDENTIALITY.

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

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

(c) Concurrently with the execution of this Agreement, Executive has executed a Confidentiality, Inventions and Non-Solicitation Agreement (the "**Confidentiality Agreement**"). Executive agrees that he has complied with and will comply with the Confidentiality Agreement. The Confidentiality Agreement continues in effect in accordance with its terms, as modified by Sections 13 and 14(d) of this Agreement.

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

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

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

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

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

## **16. SPECIFIC PERFORMANCE**

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

## **17. ASSIGNMENT**

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

## **18. GOVERNING LAW**

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

## **19. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement of the parties hereto respecting the matters within its scope. This Agreement supersedes all prior agreements of the parties hereto on the subject matter hereof. Any prior negotiations, correspondence, agreements, proposals, or understandings relating to the subject matter hereof shall be deemed to be merged into this Agreement and to the extent inconsistent herewith, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein. Notwithstanding the foregoing, this Agreement is not intended to modify or extinguish any rights or obligations contained in (i) the Confidentiality Agreement, (ii) any stock option, restricted stock, restricted stock unit or other equity or equity-based award agreement between Executive and the Company that was executed prior to or after the date hereof, other than as provided in Sections 4(c), 6(b), 7(b) or 8(b) above, (iii) the Indemnification Agreement between Executive and the Company dated June 3, 2024, or (iv) the Arbitration Agreement (as defined below) or (v) Company policies applicable to members of the Board or officers.

## **20. POST-TERMINATION COOPERATION**

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

## **22. MODIFICATIONS**

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

## **23. WAIVER**

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

## **24. NUMBER AND GENDER**

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

## **25. SECTION HEADINGS**

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

## **26. ATTORNEYS' FEES**

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

## **28. SEVERABILITY**

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

## **29. NOTICES**

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

(a) if to the Company:

Resources Connection, Inc.  
Attn: General Counsel  
15950 North Dallas Parkway, Suite 330

Dallas, TX 75248

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

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

## **30. COUNTERPARTS; ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, including by using electronic signature technology, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of

all of the parties hereto reflected hereon as the signatories, including electronic signatures. To the extent a party signs this Agreement using electronic signature technology, by clicking “sign,” “accept,” or similar acknowledgement of acceptance, such party is signing this Agreement electronically, and electronic signatures appearing on this Agreement (or entered as to this Agreement using electronic signature technology) shall be treated, for purposes of validity, enforceability and admissibility, the same as hand-written signatures. Photographic or other electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

### **31. WITHHOLDING TAXES**

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

### **32. SECTION 409A**

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

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

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

### **33. ARBITRATION AGREEMENT**

34. Concurrently with executing this Agreement, Executive has executed a Resources Global Professionals Dispute Resolution Agreement (the “**Arbitration Agreement**”). The Arbitration Agreement continues in full force and effect in accordance with its terms and is

incorporated herein by reference. Any and all disputes, controversies, or claims arising out of, relating to, or connected with Executive's employment or separation from the Company or this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be subject to the Arbitration Agreement.

**35. LEGAL COUNSEL; MUTUAL DRAFTING**

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

*[Signature Page to Follow]*

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

**THE COMPANY:**

By: /s/ A. Robert Pisano

Name: A. Robert Pisano

Title: Chair of the Board

**LLC:**

By: /s/ A. Robert Pisano

Name: A. Robert Pisano

Title: Chair of the Board

**EXECUTIVE:**

/s/ Roger Carlile

Roger Carlile