

Heidrick & Struggles International, Inc.
Misconduct Clawback Policy

Clawback in the Event of Misconduct

In the event that the Human Resources and Compensation Committee of the Board of Directors (the “**HRCC**”) of Heidrick & Struggles International, Inc. (the “**Company**”) determines that any participant in an incentive plan of the Company has engaged in fraud, bribery, or other intentional, illegal misconduct impacting the Company or results in a breach of the Code of Ethics, or knowingly failed to report such acts of any employee over whom such person had direct supervisory responsibility, then the HRCC may, if it determines appropriate in its sole discretion, require the forfeiture of outstanding incentive awards and/or the reimbursement of any incentive awards (cash or equity, including time-based awards), in each case, received with respect to performance periods that were in progress during or concluded within the three (3) fiscal years preceding the date of the HRCC’s determination; provided, that this policy (the “**Policy**”) shall not apply to any incentive compensation received by such employee to the extent such incentive compensation is required to be recouped by the Company pursuant to the Heidrick & Struggles International, Inc. Policy on Recoupment of Incentive Compensation (the “**Dodd-Frank Clawback Policy**”). For the avoidance of doubt, this Policy applies to any current or former “executive officer,” within the meaning of Rule 10D-1 under the Securities Exchange Act of 1934, as amended, of the Company or a subsidiary of the Company, to the extent they are incentive plan participants.

Enforcement

In determining what remedies to pursue, the HRCC may take into account all relevant factors, including without limitation:

- (1) the financial and reputational harm caused to the Company resulting from such misconduct;
- (2) the likelihood of success in taking action under this Policy relative to the effort involved (*e.g.*, the expense of recovering the compensation does not exceed the amount recovered);
- (3) any pending or threatened legal proceedings relating to any acts or omissions giving rise, directly or indirectly, to the misconduct, and any actual or anticipated resolution;
- (4) whether taking action under this Policy may prejudice the Company’s interests in any way; and
- (5) the tax consequences to the Company of taking action under this Policy.

In exercising its business judgment under this Policy, the HRCC may consider any other factors it deems relevant to the determination. Notwithstanding the foregoing, enforcement of this Policy shall be subject to applicable law.

The Company may use any legal or equitable remedies that are available to the Company to recoup compensation pursuant to this Policy, including but not limited to by collecting from the employee cash payments or shares of Company common stock, by forfeiting any amounts that the Company owes to the employee or cancelling outstanding cash, equity-based or equity awards held by the employee. In addition, the HRCC may take such other action to enforce the employee's obligations to the Company as it may deem appropriate in view of all the facts surrounding the particular case. Finally, for any reimbursement permitted under this Policy as a result of an employee's misconduct, before taking action under this Policy, the HRCC shall provide the applicable employee written notice and the opportunity to be heard, at a meeting of the HRCC (which may be in-person or telephonic, as determined by the HRCC).

The HRCC shall make all determinations regarding the application and operation of this Policy in its sole discretion, and all such determinations shall be final and binding.

Non-Exclusive

This Policy is in addition to any and all other rights the Company may have to pursue remedies against an employee or former employee for misconduct in the course of employment by the Company, all of which are expressly retained by the Company. Any right of recovery under this Policy is in addition to, and not in lieu of, any other remedies or rights of recovery that may be available to the Company pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement or any other legal remedies available to the Company, including without limitation the remedies and rights set forth in the Dodd-Frank Clawback Policy.

Change in Control

The right of the HRCC to assert a recoupment claim under this Policy shall not survive the occurrence of a change in control of the Company as defined in the relevant incentive compensation plan.

Amendment or Termination

The HRCC may amend or terminate this Policy from time to time in its discretion. Any such amendments shall be binding on employees who continue in employment after the effective date of such amendment(s). No such amendments may be given a retroactive effective date.

Successors

The Policy shall be binding and enforceable against all subject employees and their beneficiaries, executors, administrators, and other legal representatives.

Acknowledgment

To the extent required by the HRCC, each employee subject to this Policy may be required to provide to the Company an acknowledgement pursuant to which such employee will agree to be bound by the terms of, and comply with, this Policy. For the avoidance of doubt, each employee shall be fully bound by, and must comply with, the Policy, whether or not such employee has provided such acknowledgment to the Company.

Adopted: May 2018

Amended: December 9, 2021 and September 28, 2023