

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): March 17, 2020

CRA INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Massachusetts
(State or other jurisdiction
of incorporation)

000-24049
(Commission
file number)

04-2372210
(IRS employer
identification no.)

200 Clarendon Street, Boston, Massachusetts
(Address of principal executive offices)

02116
(Zip code)

Registrant's telephone number, including area code: (617) 425-3000

(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	Name of Each Exchange on Which Registered
Common Stock, no par value	CRAI	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.

CFO Appointment

On March 17, 2020, CRA International, Inc. (the “Company”) appointed Daniel Mahoney as the Company’s Executive Vice President, Chief Financial Officer and Treasurer, effective on the date he commences his employment with the Company on or about March 30, 2020 (the “Commencement Date”). In such capacity, Mr. Mahoney will serve as the Company’s principal financial officer. In connection with this appointment, Mr. Mahoney entered into the Offer Letter and an Executive Officer Severance Agreement, as further described below.

Mr. Mahoney, 40, was employed by BrightSphere Investment Group Inc., a publicly traded diversified, global asset management company, from July 2014 to March 2020, most recently as Senior Vice President, Head of Finance since March 2018 and, prior to that, as Senior Vice President, Controller and Chief Accounting Officer from March 2017 to March 2018, and Vice President, Controller and Chief Accounting Officer from July 2014 to March 2017. Prior to BrightSphere, Mr. Mahoney was Chief Accounting Officer at State Street Global Advisors (SSgA), the asset management division of State Street Corporation, where he was responsible for accounting and control processes for SSgA. Prior to SSgA, Mr. Mahoney established a strong public accounting background during his 11-year tenure at PricewaterhouseCoopers, LLP. He holds a B.A. from Tufts University, as well as a CPA professional certification.

Mr. Mahoney and the Company have entered into a written Offer Letter dated as of March 17, 2020 (the “Offer Letter”), pursuant to which Mr. Mahoney will commence his position as Executive Vice President, Chief Financial Officer and Treasurer of the Company as of the Commencement Date. Pursuant to the Offer Letter, Mr. Mahoney will receive an annual base salary of \$400,000. He will also be eligible for a target cash bonus for fiscal 2020 of \$275,000 with a maximum payout of \$467,500 allocated between 50% corporate performance related to the Company based on Performance Compensation EBITDA (as defined below) and 50% based on individual performance objectives. Mr. Mahoney is also eligible for an award under the Company’s long-term incentive plan with a target value of \$250,000. Subject to the approval of the Compensation Committee of the Company’s Board of Directors, Mr. Mahoney will be granted an equity award of restricted stock units under the Company’s 2006 Equity Incentive Plan in the amount of \$400,000, subject to vesting in four equal annual installments as follows: 25% on the first anniversary of the grant date; 25% on the second anniversary of the grant date; 25% on the third anniversary of the grant date; and 25% on the fourth anniversary of the grant date, provided that he remains employed by the Company on each such vesting date. Mr. Mahoney will be an at-will employee of the Company.

There are no family relationships between Mr. Mahoney and any director or executive officer of the Company that are required to be disclosed pursuant to Item 401(d) of Regulation S-K. There are no related party transactions involving the Company that are required to be disclosed pursuant to Item 404(a) of Regulation S-K related to Mr. Mahoney.

The foregoing is a summary description of the terms and conditions of the Offer Letter and is qualified in its entirety by reference to the Offer Letter, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

In connection with the Company’s appointment of Mr. Mahoney as its new Executive Vice President, Chief Financial Officer and Treasurer, effective upon the Commencement Date, Chad M. Holmes has been appointed Executive Vice President and Chief Corporate Development Officer and has resigned from his positions as the Company’s Chief Financial Officer and Treasurer as of the Commencement Date.

CEO Severance Agreement

On March 17, 2020, the Company entered into a severance agreement with the Company’s President and Chief Executive Officer, Paul Maleh (the “CEO Severance Agreement”). As Mr. Maleh’s employment is on an “at-will” basis, the Company or Mr. Maleh may terminate his employment at any time, with or without Cause (as defined in the CEO Severance Agreement). Upon Mr. Maleh’s termination of employment for any reason, Mr. Maleh will be entitled to receive a lump sum payment equal to the sum of his earned but unpaid base salary through his termination date plus his accrued but unused vacation days through his termination date, and any other benefits or rights that Mr. Maleh has accrued or earned through his termination date in accordance with the terms of the applicable employee benefit plans and programs of the Company (the “Accrued Obligations”).

In addition, if Mr. Maleh's employment with the Company is terminated by the Company without Cause or by Mr. Maleh for Good Reason (each as defined in the CEO Severance Agreement), then in addition to the Accrued Obligations, Mr. Maleh will receive the following, subject to his execution of a release of the Company: (i) cash in an amount equal to the sum of (x) 2.0 times the sum of Mr. Maleh's annual base salary and target bonus and (y) a pro-rata target annual cash bonus for the portion of the then-current year and (ii) 12 months continued cash payments for COBRA and the employer contribution for group term life insurance, which amount shall be paid in accordance with the Company's payroll practices over a period of 12 months commencing no more than 60 days following Mr. Maleh's termination date. In addition, the vesting of any unvested time-based equity awards held by Mr. Maleh will be fully accelerated. The vesting of any performance-based awards held by Mr. Maleh shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the performance-based award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to Mr. Maleh deemed achieved at the target level of performance); and any portion of such performance-based award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company.

If Mr. Maleh's employment with the Company is terminated by the Company without Cause or by Mr. Maleh for Good Reason (as defined in the CEO Severance Agreement) within 12 months of a Change in Control (as defined in the CEO Severance Agreement), then in addition to the Accrued Obligations, Mr. Maleh will receive the following, subject to his execution of a release of the Company: (i) a lump sum cash payment equal to the sum of (x) 2.5 times the sum of Mr. Maleh's annual base salary and target bonus and (y) a pro-rata target annual cash bonus for the portion of the then-current year and (iii) a lump cash payment equal to 12 months of COBRA and employer contribution for group term life insurance. In addition, solely in respect of equity awards not assumed in a Change of Control, any unvested time-based equity awards held by Mr. Maleh will be fully accelerated and performance-based equity awards shall be vested and settled at the end of the performance period based on actual achieved of the performance goal during the period on a pro rata basis pro rata adjusted for portion of the performance period.

Upon Death, Disability or Retirement (each as defined in the CEO Severance Agreement), the vesting of any unvested time-based equity awards held by Mr. Maleh will be fully accelerated, and any performance-based awards held by Mr. Maleh shall remain outstanding through the applicable performance period and shall be vested and settled at the end of the performance period based on actual achievement of the performance goal with time-based vesting treated as fully satisfied at end of performance period and any individual performance metrics deemed achieved at the target level.

The CEO Severance Agreement also includes non-compete and employment non-solicitation covenants for 12 months post-termination of employment.

The foregoing description of the CEO Severance Agreement is not complete and is qualified in its entirety by reference to the full text of the CEO Severance Agreement, which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Executive Officer Severance Agreements

On March 17, 2020, the Company also entered into severance agreements (each an "Executive Officer Severance Agreement") with Chad M. Holmes, Jonathan Yellin and Daniel Mahoney (each an "Executive Officer"). Capitalized terms used but not defined in this section have the meaning ascribed to them in their respective Executive Officer Severance Agreement. As each Executive Officer's employment is on an "at-will" basis, the Company or the Executive Officer may terminate his employment at any time, with or without Cause. Upon an Executive Officer's termination of employment for any reason, the Executive Officer will be entitled to receive Accrued Obligations.

In addition, if the Executive Officer's employment with the Company is terminated by the Company without Cause or by the Executive Officer for Good Reason, then in addition to the Accrued Obligations, the Executive Officer will receive the following, subject to his execution of a release of the Company: (i) cash in an amount equal to the sum of (x) 1.0 times the sum of the Executive Officer's annual base salary and target bonus and (y) a pro-rata target annual cash bonus for the portion of the then-current year and (ii) 12 months continued cash payments for COBRA and the employer contribution for group term life insurance, which amount shall be paid in accordance with the Company's payroll practices over a period of 12 months commencing no more than 60 days following the Executive Officer's termination date. In addition, the vesting of any unvested time-based equity awards held by the Executive Officer will be fully accelerated. The vesting of any performance-based awards held by Executive Officer shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the performance-based award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive Officer deemed achieved at the target level of performance); and any portion of such performance-based award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company.

If the Executive Officer's employment with the Company is terminated by the Company without Cause or by the Executive Officer for Good Reason within 12 months of a Change in Control, then in addition to the Accrued Obligations, the Executive Officer will receive the following, subject to his execution of a release of the Company: (i) a lump sum cash payment equal to the sum of (x) 1.5 times the sum of the Executive Officer's annual base salary and target bonus and (y) a pro-rata target annual cash bonus for the portion of the then-current year and (iii) a lump cash payment equal to 12 months of COBRA and employer contribution for group term life insurance. In addition, solely in respect of equity awards not assumed in a Change of Control, any unvested time-based equity awards held by the Executive Officer will be fully accelerated and performance based equity awards shall be vested and settled at the end of the performance period based on actual achieved of the performance goal during the period on a pro rata basis pro rata adjusted for portion of the performance period.

Upon Death, Disability or Retirement, the vesting of any unvested time-based equity awards held by the Executive Officer will be fully accelerated, and any performance-based awards held by the Executive Officer shall remain outstanding through the applicable performance period and shall be vested and settled at the end of the performance period based on actual achievement of the performance goal with time-based vesting treated as fully satisfied at end of performance period and any individual performance metrics deemed achieved at the target level.

The Executive Officer Severance Agreement also includes non-compete and employment non-solicitation covenants for 12 months post-termination of employment.

The foregoing description of the Executive Officer Severance Agreements is not complete and is qualified in its entirety by reference to the full text of the Executive Officer Severance Agreements, which are attached hereto as Exhibit 10.3, Exhibit 10.4 and Exhibit 10.5 and incorporated herein by reference.

Fiscal 2020 Executive Officer Compensation Matters

On March 17, 2020, the Compensation Committee of the Company's Board of Directors set the performance criteria and goals for, and the target and maximum amounts payable under, performance awards granted to the Company's executive officers for fiscal 2020, including Mr. Mahoney, under our cash incentive plan. These performance awards are payable in cash and only to the extent certain performance goals specified by our compensation committee are achieved in fiscal 2020.

For our President and Chief Executive Officer and each Executive Officer, the target amounts payable under these performance awards are tied to the achievement of performance goals related to our fiscal 2020 non-GAAP net revenue and "Performance Compensation EBITDA" (as further described below), and to the executive officer's individual performance, as follows:

Executive Officer	Non-GAAP Net Revenue	Performance Compensation EBITDA	Individual Performance
Mr. Maleh	35%	35%	30%
Mr. Holmes	25%	25%	50%
Mr. Yellin	15%	15%	70%
Mr. Mahoney	25%	25%	50%

For purposes of these performance awards, our Performance Compensation EBITDA will be calculated from EBITDA by excluding share-based compensation, amortization of forgivable loans, and other (income) expense, net. Our non-GAAP net revenue and Performance Compensation EBITDA will exclude the impact of any acquisition, any discontinued operations, any extraordinary or special items approved by our compensation committee, and any other items that would have resulted in non-GAAP adjustments to the financial results as reported in our earnings releases consistent with our practice prior to fiscal 2020.

The target and maximum amounts payable to our executive officers under these performance awards are set forth below, and these awards remain subject to the discretion of our compensation committee to reduce or eliminate the amount actually paid under the award, regardless of the actual performance achieved.

Executive Officer	Target	Maximum
Mr. Maleh	\$ 1,000,000	\$ 1,820,000
Mr. Holmes	\$ 350,000	\$ 595,000
Mr. Yellin	\$ 300,000	\$ 474,000
Mr. Mahoney	\$ 275,000	\$ 467,500

In addition, on March 17, 2020, our compensation committee determined the annual base salaries of, and the target value for awards to be granted under our long-term incentive plan (LTIP) to, our executive officers in fiscal 2020:

Executive Officer	Base Salary	Target LTIP Award Value
Mr. Maleh	\$ 850,000	\$ 1,500,000
Mr. Holmes	\$ 425,000	\$ 350,000
Mr. Yellin	\$ 425,000	\$ 275,000
Mr. Mahoney	\$ 400,000	\$ 250,000

Our compensation committee retains the discretion to decide the actual value, timing and terms of these LTIP awards.

Item 7.01 Regulation FD Disclosure.

A copy of the Company's press release announcing Mr. Mahoney's appointment is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K.

The information contained in Item 7.01 of this report and Exhibit 99.1 attached hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except as expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Number</u>	<u>Title</u>
<u>10.1</u>	<u>Offer Letter between CRA International, Inc. and Daniel Mahoney effective March 17, 2020.</u>
<u>10.2</u>	<u>Severance Agreement between CRA International, Inc. and Paul A. Maleh dated March 17, 2020.</u>
<u>10.3</u>	<u>Severance Agreement between CRA International, Inc. and Chad M. Holmes dated 17, 2020.</u>
<u>10.4</u>	<u>Severance Agreement between CRA International, Inc. and Jonathan Yellin dated 17, 2020.</u>
<u>10.5</u>	<u>Severance Agreement between CRA International, Inc. and Daniel Mahoney dated March 17, 2020.</u>
<u>99.1</u>	<u>Press release announcing the appointment of Daniel Mahoney as Chief Financial Officer, dated March 19, 2020.</u>

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.

CRA INTERNATIONAL, INC.

Dated: March 19, 2020

By: /s/ Chad M. Holmes

Chad M. Holmes

Chief Financial Officer, Executive Vice President and Treasurer



Via Electronic Mail

March 16, 2020

Mr. Daniel Mahoney

Dear Dan:

We are pleased to extend this offer of employment (the "Offer Letter") to you as an Executive Vice President, Chief Financial Officer, and Treasurer ("CFO") of Charles River Associates ("CRA") working from the Boston office and reporting to me. All of the individuals who have met with you believe you will be a great fit with our firm and hope you will choose to join us. We will arrange for your employment to begin on a date mutually agreed upon by you and CRA, but are targeting March 30, 2020 (the "Commencement Date"). Your employment with CRA shall be subject to the following employment terms:

1. **Compensation and Benefits.** As an Executive Officer of CRA, your compensation is subject to annual review and approval of the Compensation Committee of the Board of Directors of CRA (the "Compensation Committee"). As part of this annual review and approval process, the Compensation Committee will review and if appropriate, approve your CFO executive officer term sheet that will set forth your annual compensation terms including, but not limited to, any change in your base salary; any target cash bonus awards; your corporate objectives; your personal objectives; your eligibility for participation in CRA's long term incentive plan under CRA's 2006 Equity Incentive Plan; and such other terms and conditions as may be approved by the Compensation Committee (the "Term Sheet")¹. Upon the Commencement Date for fiscal year 2020, the following terms and conditions shall apply, and shall be further supplemented by the Term Sheet.
 - a. **Salary** – You will be paid bi-weekly at the rate of \$400,000 per year less applicable statutory taxes and other withholdings and pro-rated as of the Commencement Date.
 - b. **Performance Award for Fiscal 2020**–Subject to the achievement of certain performance criteria as may be determined and certified by the Compensation Committee, for CRA's fiscal 2020 you shall be eligible for a target cash bonus of \$275,000. This performance award will be allocated between 50% corporate performance relating to CRA's fiscal 2020 non-GAAP net revenue and Performance Compensation EBITDA (as defined herein) and 50% for your individual performance objectives. The maximum payment for the corporate performance relating to CRA's fiscal 2020 non-GAAP net revenue and Performance Compensation EBITDA is \$275,000. The actual payment amount for the individual performance component will be determined after review and determination by the Compensation Committee of your achievement of such performance objectives. For purposes of these performance awards, our Performance Compensation EBITDA will be calculated from EBITDA by excluding share-based compensation, amortization of forgivable loans, and other (income) expense, net. Our non-GAAP net revenue and Performance Compensation EBITDA will exclude the impact of our GNU123 Liquidating Corporation subsidiary, any acquisition, any discontinued operations, any extraordinary or special items approved by our compensation committee, and any other items that would have resulted in non-GAAP adjustments to the financial results as reported in our earnings releases consistent with our practice prior to fiscal 2020. These awards remain subject to the discretion of the Compensation Committee to reduce or eliminate the amount actually paid under the award, regardless of the actual performance achieved.

¹ As an Executive Officer of CRA, a Term Sheet for years subsequent to fiscal year 2020 will be required, and may change from year to year, and will be subject to Compensation Committee approval. These future fiscal year Term Sheets will be supplemental to the terms of this Offer Letter.

- c. **Affiliation Equity Award** –Within thirty days following your Commencement Date, and subject to the approval and vote of the Compensation Committee (the “Grant Date”), you will be awarded a one-time affiliation equity award of Restricted Stock Units under CRA’s 2006 Equity Incentive Plan (“RSU’s) in the amount of \$400,000 (the “RSU Grant”). Provided you remain employed by CRA and not under notice of termination or resignation prior to any vesting date for the RSU Grant, the RSU Grant shall vest in four equal annual installments as follows: 25% on the first anniversary of the Grant Date; 25% on the second anniversary of the Grant Date; 25% on the third anniversary of the Grant Date; and 25% on the fourth anniversary of the Grant Date. The RSU Grant shall be subject to all of the terms and conditions then applicable under CRA’s 2006 Equity Incentive Plan and by the Compensation Committee, including any insider trading prohibitions and holding requirements then in effect for the CFO role. You shall be required to execute such documents evidencing your acceptance of such RSU Grant as may be provided by CRA.
- d. **CRA’s Long Term Incentive Program** – As an Executive Vice President and CFO you will be considered for participation in programs CRA provides to align Vice President and firm interests over the longer term. CRA currently offers a Long-Term Incentive Program (“LTIP”) for outstanding contributors at the Vice President level. Eligibility to participate in the LTIP is exclusive to those employees who play a critical role in CRA’s growth and success, as determined by CRA’s Board Compensation Committee from time to time. Participants include top corporate leadership, select Practice Leaders, and individuals who bring significant revenue into the firm. The current LTIP program can consist of equity or cash grants using a combination of time-vested restricted stock units, stock options, performance-vested restricted stock units, and service- or performance-based cash grants. The LTIP awards are generally made annually, currently vest over five years, and have additional terms set forth in the grant documents accompanying an award notification. For CRA’s fiscal 2020, you shall be eligible for an award under the LTIP with a target value of \$250,000. The actual value to be granted, the grant vehicles, any vesting patterns, and any performance targets are subject to the Compensation Committee’s discretion and approval at any such time that fiscal 2020 grants under the LTIP are made, and to there being sufficient shares available under the Company’s 2006 Equity Incentive Plan, as it may be amended from time to time, to permit such grants. Any equity awards so granted shall be consistent with such other grants made under the LTIP’s terms and conditions.

- e. **Benefits** – You will receive CRA’s outstanding benefits program applicable to Executive Vice Presidents, which currently includes an executive medical plan, paid time off, 401(k) match, and health and wellness benefits. These benefits are more fully summarized in the accompanying brochure. Your eligibility or entitlement to participate in CRA’s benefits is subject to requirements established by the applicable plan documents and benefits carriers, and as may be determined by CRA from time to time. CRA reserves the right to change or discontinue CRA benefit plans, features, policies, and programs at any time and is not required to continue or put any plan or benefit into effect unless required by law.
2. **Performance of Services, Duties and Obligations to CRA** – As an Executive Vice President, you will be a key employee in a position of trust and confidence, and will have fiduciary duties of good faith, loyalty and fair dealing with respect to CRA. Furthermore, you will be in a position of trust and confidence with respect to CRA clients, and you will have regular contact with CRA clients with whom CRA has developed goodwill by the expenditure of substantial money, time, and effort. You acknowledge and understand that as a Vice President of CRA you will be exposed to “Confidential Information” and “Trade Secrets” (both as defined in the attached Employment Covenants Rider). Therefore, by accepting this Offer Letter and employment with CRA, you agree to be bound by and comply with the terms, provisions and obligations set forth in the Employment Covenants Rider attached to this Offer Letter and incorporated herein by reference.

3. **Other Agreements and Non-Disclosure of Third-Party Information** – You represent that you have provided to CRA all agreements (including agreements relating to non-solicitation of employees and/or former clients, non-competition, non-disclosure of information, and non-provision of services) from any prior employers which may impair your ability to enter into and fulfill the obligations of this Offer Letter and/or become employed with CRA (“Prior Restrictions”). Other than certain non-solicitation provisions from your prior employer, CRA has not been made aware of or been provided any documents that contain any Prior Restrictions. To the extent that you or CRA subsequently discovers that you have Prior Restrictions that limit any of your activities during any part of your employment at CRA, CRA reserves the right to take action it, in its sole discretion, deems appropriate, up to and including termination of your employment with CRA. In the event that CRA shall incur any costs, expenses or damages as a result of your breach of your Prior Restrictions, you hereby agree to immediately reimburse CRA for all such amounts. You represent that you have not been in the past, nor are you currently, under threat of or involved in litigation or administrative proceedings that would impair or impact your ability to provide the types of services contemplated herein.

4. **Miscellaneous** –
 - a. **CRA Policies and Procedures** – You acknowledge and understand that as an employee of CRA you will be required to comply with all state and federal laws and regulations, as well as CRA rules, policies, and procedures as may be in effect from time to time and that are applicable to employees, including, but not limited to, CRA’s Code of Business Conduct and Ethics, policies relating to anti-discrimination / harassment, email and internet usage, insider trading, and anti-corruption.

 - b. **Term of Employment** – Your employment is “at will,” which means that either you or CRA may choose to end the employment relationship at any time and for any reason, or no reason at all. Nothing in this Offer Letter shall be construed as creating anything other than an at-will relationship. Upon the end of your employment, CRA will pay you any salary earned prior to your last day of employment (the “Termination Date”) and any accrued, unused vacation in accordance with applicable law. If you decide to end the employment relationship, you agree to provide CRA with thirty (30) days written notice, in which case CRA may, in its sole discretion, elect to waive all or a portion of the notice period, or may amend or limit your duties in CRA’s sole discretion. You shall only remain employed and be paid for the portion of such notice period that is not waived by CRA, and you will only be entitled to receive employee benefits to the extent you continue to meet the eligibility requirements for such benefits.

- c. **Severance Agreement.** You and CRA shall enter into a separate severance agreement, subject to Compensation Committee approval, that shall set forth the terms, conditions and obligations of CRA and you in connection with your end of employment with CRA.
- d. **Transitional Assistance** – Upon notice of termination or resignation of your employment with CRA, you agree to cooperate with CRA prior to your Termination Date and for a reasonable period thereafter in all matters relating to the completion, billing, collection, support, and transition to others of all matters in which you provided services to CRA and/or CRA clients while you were employed by CRA.
- e. **Non-disparagement** – You agree that you shall not orally or in writing, anonymously or otherwise, disparage CRA, CRA employees, directors, affiliated consultants, or CRA clients during and subsequent to your employment with CRA. Nothing in this Offer Letter (including the Employment Covenants Rider) is intended to or shall limit your ability to respond to a lawful subpoena, report to or cooperate with or provide information to any government agency, or comply with any other legal obligation.
- f. **Section 409A** – It is intended that the payments to be made under this Offer Letter will be exempt from, or in compliance with, Section 409A of the Internal Revenue Code and the regulations issued thereunder (“Section 409A”), and the provisions of this Offer Letter shall be so construed. In the event that CRA reasonably determines that any payment to be made pursuant to this Offer Letter is a “deferral of compensation” subject to Section 409A: (i) any installment payments due hereunder are specifically designated as a series of separate payments pursuant to Treasury Regulation Section 1.409A-2(b)(2)(iii); (ii) any such payment that is to be made upon termination of employment shall be made only in the event that and at the time such termination of employment qualifies as a “Separation from Service” as defined in Section 409A; and (iii) any such payment that is to be made upon the “Separation from Service” of a “specified employee” (as defined in Section 409A) that pursuant to the terms of this Offer Letter would otherwise be payable within the first six (6) months following the date of Separation from Service shall, to the extent necessary to avoid the imposition of additional taxes pursuant to Section 409A, be paid or provided to the individual in a lump-sum, without interest, on the first business day following the expiration of six (6) months after the Separation from Service (or, if earlier, promptly following the date of your death, in which case such amount shall be paid to your estate).

- g. Scope of Offer Letter** – This Offer Letter, including the exhibits, documents and instruments referred to herein, constitutes the entire agreement with respect to this offer of employment with CRA, and supersedes all other prior agreements and understandings, both written and oral, with respect to your employment with CRA. The terms and provisions of this Offer Letter may be modified or amended only by written agreement by you and a CRA executive officer or their designee.
- h. Choice of Law; Jury Waiver** – In the event of a dispute between you and CRA concerning the terms of this Offer Letter (including the Employment Covenants Rider), except as otherwise provided herein, all such matters shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to the conflict of laws provisions thereof). Notwithstanding the foregoing, any claims arising under any state discrimination, harassment, equal pay, wage and/or hour, leave of absence, sick pay laws, and/or any other state or local laws that apply as a matter of public policy (collectively “State Law Claims”), shall be governed solely by the law of the state where you physically maintain a desk or office at a CRA location, or if you do not maintain a desk or office at any CRA location, the state where you reside (your “State of Employment”). Except for such State Law Claims (which must be brought before a government agency or a court of competent jurisdiction in your State of Employment), any action, suit or other legal proceeding arising under or relating to any provision of this Offer Letter (including, but not limited to, breach of contract claims) shall be commenced only in a court of competent jurisdiction in the Commonwealth of Massachusetts, and you irrevocably submit to the personal jurisdiction of the state and federal courts in the Commonwealth of Massachusetts. **CRA and you each hereby irrevocably waive any right to a trial by jury in any action, suit, or other legal proceeding arising under or relating to any provision of this Offer Letter or your employment with CRA.**
- i. Assignment** – You understand and agree that your duties and responsibilities under this Offer Letter are personal in nature to you, and you may not assign, transfer or share such duties or responsibilities with any other person or entity. You further acknowledge and agree that the Offer Letter (including without limitation the Employment Covenants Rider) may be assigned by CRA to a successor in interest by purchase, merger or otherwise, including by virtue of a sale of all or substantially all of the assets (or stock) of CRA without your prior approval or any further action on your part, which assignment shall be fully binding and enforceable.

- j. **Miscellaneous** – Terms not otherwise defined in this Offer Letter shall have the meaning as defined in the Employment Covenants Rider attached hereto. Charles River Associates is a registered trade name of CRA International, Inc., which is the entity with which you will enter into an employment relationship if you accept this offer.

This offer is valid until March 20, 2020 and subject to approval of the Compensation Committee. Furthermore, this offer by CRA and your actual employment by CRA are contingent upon the following:

- **Employment Verification** – Verification of your employment eligibility as required by the Immigration Reform and Control Act of 1986. Satisfactory completion of the I-9 form, including providing the appropriate documentation within 72 hours of your Commencement Date is a condition of employment required by federal law.
- **Reference and Background Check** – CRA must approve (in its sole discretion) satisfactory reference and background checks (including verification of educational credentials), the latter conducted by a company selected by CRA.

If this offer is acceptable to you, please sign and return a copy of this letter to Jonathan Yellin, CRA's General Counsel at Jyellin@crai.com.

Based on my understanding of your expectations and career aspirations, I believe that CRA can offer you a warm and stimulating environment to grow professionally and contribute to the growth of our firm. My colleagues and I are excited about the prospect of having you join us.

Sincerely yours,

Charles River Associates

/s/ Paul Maleh

Paul Maleh
President and Chief Executive Officer

Enclosures

Offer Accepted by:

/s/ Daniel Mahoney

Daniel Mahoney

Dated: March 17, 2020

EMPLOYMENT COVENANTS RIDER

I. Purpose

For purposes of this Employment Covenants Rider, "CRA" shall mean CRA International, Inc. and any parent companies, subsidiaries, affiliates, successors, or assigns.

As a condition of and in consideration of your employment with CRA in accordance with the Offer Letter between you as an employee (hereinafter "Employee") and CRA, and for other good and valuable consideration, including the anticipated and actual receipt of Confidential Information and Trade Secrets (both as defined below) from CRA and/or CRA clients, Employee agrees to comply with the obligations and restrictions set forth in this Employment Covenants Rider during Employee's employment with CRA, and unless otherwise noted below, following the Termination Date, as follows:

II. Confidential Information – CRA

Employee agrees not to disclose Confidential Information or Trade Secrets to anyone outside of CRA, either during Employee's employment or subsequent to the Termination Date, subject to the exceptions enumerated below. Employee shall also only disclose Confidential Information and Trade Secrets to CRA employees and affiliated consultants on a "need to know" basis, and Employee shall comply with CRA's "firewall" procedures applicable to Employee from time to time. For purposes of the Offer Letter and this Employment Covenants Rider, "Confidential Information" for both CRA and CRA clients shall include, but shall not be limited to: (A) financial and business information, such as information relating to costs, commissions, fees, profits, sales, sales margins, capital structure, operating results, borrowing arrangements, strategies and plans for future business, pending projects and proposals, and potential acquisitions or divestitures; (B) product and technical information, such as product formulations, new and innovative product ideas, new business development, sketches, plans, drawings, prototypes, methods, procedures, data processing programs, software, software codes, computer models, and research and development projects; (C) marketing information, marketing ideas, prospective markets and practices, business development activities and ideas, mailing lists, recruiting information, the identity of CRA's clients, client names and addresses and other contact information, client lists, the names of representatives of clients responsible for entering into contracts with CRA, the financial arrangements between CRA and such clients, specific client needs and requirements, and leads and referrals to potential clients, and other non-public information concerning clients or potential clients; (D) personnel and recruiting information, such as the identity of and contact information for a CRA consultant or recruit, their compensation, benefits, skills, qualifications, and abilities; and (E) any information which Employee has been told is confidential or which Employee might reasonably expect CRA would regard as confidential, or any information which has been given to CRA in confidence by clients or other persons. "Trade Secrets" are items of Confidential Information that meet the requirements of applicable state and federal trade secret law. Employee acknowledges and agrees that the Confidential Information and Trade Secrets are not generally known or available to the general public, but have been developed, compiled or acquired by CRA or its clients at their great effort and expense. Employee further acknowledges and agrees that the Confidential Information and Trade Secrets are owned by CRA (or its clients), are secret, are the subject of reasonable efforts by CRA to keep them secret, and have value because of their secrecy. Confidential Information and Trade Secrets can be in any form: oral, written or machine readable, including electronic files.

CRA agrees that Employee's obligation not to disclose Confidential Information or Trade Secrets is subject to the following exceptions: (A) any information that is generally known or available to the public; (B) any information that CRA or a CRA client has disclosed to a third party, where the effect of such disclosure is to make the information public; (C) any information that CRA's General Counsel or a CRA client has authorized Employee in writing to disclose; (D) any information belonging to CRA or a CRA client that CRA or a CRA client has requested Employee disclose in the course of Employee's work for CRA; and (E) if requested to be disclosed by an order of a court or other administrative body, provided however, that Employee gives prompt notice of such request to CRA's General Counsel prior to such disclosure so that CRA can take any appropriate action it deems necessary to limit or implement such disclosure. Nothing in this Employment Covenants Rider prohibits Employee from discussion of or disclosing wages or other terms and conditions of employment for any purposes protected under federal labor law to the extent applicable.

III. Confidential Information – Current and Past Employment

Employee understands that compliance with all confidentiality obligations that may exist towards Employee's current and past employers is of utmost importance to CRA and that the following are conditions of employment with CRA:

- A. Employee agrees to never share with anyone at CRA or affiliated with CRA any confidential, proprietary or non-public client information that may have been obtained in connection with Employee's employment with current or former employers, unless written permission to disclose such information to CRA is granted by the current or former employer and provided to CRA;
- B. Employee confirms that during employment with CRA, Employee will not possess nor have custody over any information in any form that a current or former employer may consider confidential, proprietary or client owned. As part of this confirmation, Employee will have checked all personal computers, web based storage sites, thumb drives, external drives and other personal devices, as well as all personal email accounts to make this representation;
- C. Employee confirms that Employee has not removed, transferred, copied or downloaded any data, files or information from a current or past employer unless specifically approved by such employer and in connection with services being rendered for such employer;

- D. To the extent Employee has downloaded any information from a current or former employer's computers or company owned equipment, such information was personal and private and Employee has obtained written permission from such employer for such actions;
- E. Employee confirms that if Employee should discover any such confidential, proprietary or client information in Employee's custody or control after the commencement of employment with CRA, Employee shall immediately notify CRA's General Counsel and shall retain and secure (and not transmit nor share) such information and follow instructions provided by CRA's General Counsel.

Employee understands that this representation is not a guaranty of employment or continued employment with CRA. Employee further understands that if Employee becomes employed by CRA, should any of the above representations be false or should Employee fail to comply with the above, Employee will be subject to disciplinary action, which may include termination of employment by CRA.

IV. Notice of Immunity

In accordance with applicable law, CRA hereby notifies you of the following provisions of the Defend Trade Secrets Act of 2016.

IMMUNITY FROM LIABILITY FOR CONFIDENTIAL DISCLOSURE OF A TRADE SECRET TO THE GOVERNMENT OR IN COURT FILING –

- A. 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 –
 - 1. 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
 - 2. is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

B. 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 –

1. files any document containing the trade secret under seal; and
2. does not disclose the trade secret, except pursuant to court order.

V. Employment Restrictions

A. Reasonableness of Restrictions – Employee agrees and acknowledges that (1) CRA is engaged in a highly competitive business, (2) by virtue of Employee’s position and responsibilities with CRA, Employee will have access to and receipt of Confidential Information and Trade Secrets, and (3) Employee has and will come into contact and develop relationships with CRA employees and affiliated independent consultants, CRA clients and prospective clients. Accordingly, for the protection of CRA’s legitimate business interests, the restrictions set forth below are reasonable and necessary, and Employee’s violation of such restrictions will cause CRA irreparable harm. Employee acknowledges that the consideration that Employee will receive pursuant to the Offer Letter serves as sufficient consideration for Employee’s promises to abide by the restrictive covenants set forth in section V.B of this Employment Covenants Rider and that such restrictions are reasonable.

B. Non-Solicitation Covenants – During the Restricted Period (defined below), Employee will not directly or indirectly:

1. Communicate with, solicit, induce or otherwise attempt to influence any person who CRA employs or otherwise has engaged to perform services, including but not limited to, any employees, affiliated independent consultants, contractors or subcontractors, with whom Employee worked or had knowledge about through CRA employment, to leave the employ of or discontinue services to CRA.
2. Communicate using or disclosing CRA’s Trade Secrets with a Covered Client (defined below) who engaged CRA at any time within a twenty-four (24) month period of time immediately prior to the termination of Employee’s employment with CRA (“Look Back Period”) for the purpose of performing or attempting to perform services on behalf of a Competing Business (defined below) for the Covered Client, or of altering the Covered Client’s business with CRA.
3. Continue providing the same services that Employee performed for CRA on a case or matter upon which Employee worked on behalf of CRA or about which Employee received Confidential Information during the Look Back Period.
4. Communicate with any person or entity to or about whom Employee (either alone or with others) presented a pitch or proposal to use CRA’s services during the Look Back Period for the purpose of performing services on behalf of a Competing Business for such pitch or proposal.

In addition, Employee agrees that the Employee may not directly or indirectly during employment with CRA (including during any period of notice of resignation or termination of employment) contact by any method written or oral (e.g., email, text, social media sites or applications, or similar communication) any CRA clients or prospective clients to inform such parties of any new or future employment or consulting positions taken up by the Employee (except as it may relate to the Employee joining CRA), which includes, but is not limited to, notice of address change, new employment position, new consulting position or similar information without the express prior written permission of CRA's General Counsel.

- C. Definitions – For purposes of the Offer Letter and this Employment Covenants Rider, the following definitions shall apply:
1. Restricted Period. The term “Restricted Period” shall mean during the term of employment and for twelve (12) months following the Termination Date, regardless of whether Employee’s separation from CRA is voluntary or involuntary and regardless of the reason for Employee’s separation from employment. Notwithstanding the foregoing, the duration of the Restricted Period will be extended by the amount of any and all periods that Employee violates any of the covenants of Sections V.B.
 2. Competing Business. The term “Competing Business” means any business that provides or is preparing to provide any services that compete with those CRA provided during the Look Back Period.
 3. Covered Client. The term “Covered Client” means a CRA customer (person or entity), including any lawyer, law firm, or other intermediary, and the ultimate client of such lawyer, law firm or intermediary (e.g., the entity that retained a law firm that then retained the Employee’s services), that Employee had business-related contact with or access to Confidential Information about during the Look Back Period.
- D. Enforceability/Reformation. If any of the provisions of this Section V are deemed by a court having jurisdiction to exceed the time, geographic area, or activity limitations the law permits, the limitations will be reduced to the maximum permissible limitation, and Employee and CRA authorize a court having jurisdiction to reform the provisions to the maximum time, geographic area, and activity limitations the law permits; provided, however, that such reductions apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

VI. Intellectual Property Rights

Employee agrees to communicate and assign to CRA, or its clients if CRA so requests, all Intellectual Property (as defined below) that Employee may make during or arising out of Employee's employment with CRA, whether conceived during or outside of CRA's normal working hours, or following Employee's termination of employment with CRA. For purposes of this Employment Covenants Rider, CRA and Employee agree that "Intellectual Property" shall mean: Any: (a) inventions, whether or not patentable, whether or not reduced to practice, or whether or not yet made the subject of a pending patent application or applications; (b) ideas, discovery or improvement and conceptions of potentially patentable subject matter, including, without limitation, any patent disclosures, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications; (c) patents; (d) trademarks, service marks, trade dress, logos, and trade names; (e) copyrights (registered or otherwise) and registrations and applications for registration; (f) software; (g) domain name registration; (h) trade secrets and confidential, technical or business information (including ideas, formulas, algorithms, compositions, inventions, and conceptions of inventions whether or not patentable and whether or not reduced to practice); (i) process and techniques, research and development information, drawings, specifications, designs, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information; (k) copies and tangible embodiments of all of the foregoing, in whatever form or medium; and (l) all rights to obtain and rights to apply for patents and to register trademarks and copyrights, made during, related to or arising from Employee's employment with CRA.

Employee acknowledges that any Intellectual Property shall be exclusively and solely owned by CRA and shall be "works made for hire" under the copyright laws of the United States. Employee waives in favor of CRA, irrevocably and unconditionally, any moral rights in any part of the world that the Employee may have in any such Intellectual Property. Employee agrees and does hereby assign all such Intellectual Property to CRA or to persons or firms designated by CRA. Employee agrees to keep and promptly make available to CRA records of the type required to secure and protect such Intellectual Property, including filing and prosecuting the enforcement of patents, copyrights and trademarks. If requested to do so by CRA, whether during or subsequent to Employee's employment, Employee agrees to reasonably assist CRA in obtaining patents, copyrights and trademarks arising out of Employee's work for CRA. CRA agrees to pay all costs of procuring patents, copyrights or trademarks.

The provisions in this section concerning the assignment of Intellectual Property do not apply to inventions for which no equipment, supplies, facilities, or trade secret information of CRA was used, and which was developed entirely on Employee's own time, unless the invention relates to the business of CRA or actual or demonstrably anticipated research or development, or the invention results from any work Employee performs for CRA.

VII. Employee's Publications

CRA wishes to encourage Employee to advance in the profession through publication of professional works, but also wishes to protect Confidential Information, Trade Secrets and Employee's work product. Employee understands that the substance and quality of Employee's publications, including publications not sponsored by CRA, may affect the reputation and business interests of CRA and the professional reputations of Employee's colleagues. Employee agrees, therefore, during Employee's employment with CRA, to obtain written permission from Employee's Practice Leader prior to agreeing to prepare any work of Employee for submission or publication or agreeing to having Employee's or CRA's name used in connection with any publication, and to allow CRA to review the content and substance of such materials. If, at the time that Employee commences work with CRA, Employee has agreed to publish any work or to have Employee's name used in connection with any publication that will appear in the future, Employee agrees to describe any such agreements in writing to Employee's Practice Leader and shall not refer to CRA or Employee's affiliation with CRA without prior written approval of the Employee's Practice Leader. Employee further agrees after the Termination Date not to use CRA's name or logo (or any similar derivation), or provide attribution to CRA, in connection with any publication of Employee's work unless specifically authorized to do so in a letter signed by Employee's Practice Leader. Employee understands that nothing in this section modifies Employee's obligation not to disclose Confidential Information and Trade Secrets.

VIII. Other Legal Provisions

- A. To avoid any subsequent misunderstanding about this Employment Covenants Rider, CRA and Employee agree that it is supplemental of and in addition to any other agreements signed between Employee and CRA, and shall not be construed to limit or restrict any other obligations or restrictions upon Employee relating to the subject matter herein. Employee also agrees that subsequent modifications to this Employment Covenants Rider will not be effective unless they are in writing and signed by both Employee and CRA's General Counsel or his/her designee.
- B. Capitalized terms in this Employment Covenants Rider shall have the same meaning as stated in the Offer Letter unless otherwise defined.
- C. If CRA believes that Employee has breached or is about to breach this Employment Covenants Rider, in addition to any other rights or remedies, CRA shall be entitled to injunctive relief (including, but not limited to, temporary restraining orders) to prevent Employee from such violations since it is agreed that money damages alone would not provide adequate compensation to CRA for a breach or threatened breach.

- D. No later than the Termination Date or at any earlier time upon request from CRA, Employee shall promptly return all Confidential Information and Trade Secrets in whatever form stored or retained, to CRA, as well as CRA equipment or other property belonging to CRA or its clients. Employee shall not modify, destroy, delete, copy, edit, or otherwise change any Confidential Information, Trade Secrets or CRA equipment (including data or information residing therein). Employee shall also cooperate with CRA in carrying out its employee check-out procedure then in effect, and agrees to permit CRA, upon request within ninety (90) days of Employee's Termination Date, to inspect Employee's personal devices, through reasonable and lawful means, to determine whether Employee has retained any Confidential Information or Trade Secrets. Employee agrees to sign a certification confirming compliance with this subsection on the Termination Date or earlier upon request by CRA.
- E. Employee acknowledges that the covenants in this Employment Covenants Rider are given in exchange for Employee's employment at CRA and that the covenants are not tied to any specific job, title, or responsibilities. Employee further acknowledges that the covenants in this Employment Covenants Rider shall survive any change in Employee's job, title, responsibilities, compensation, benefits, or any other term or condition of employment, including, but not limited to, termination of employment. Should Employee transfer to any CRA parent company, subsidiary, affiliate, successor, assign, or other corporately related entity to CRA, all provisions of this Employment Covenants Rider shall continue to apply with full force.
- F. Employee and CRA agree that, should any party breach the Employment Covenants Rider, the breaching party will be responsible for paying any attorneys' fees and costs that the non-breaching party' incurs in connection with such breach, including without limitation reasonable attorneys' fees incurred to seek damages for a past breach, to seek a declaration of rights or injunctive relief, or to prevent a future or continuing breach.
- G. CRA's failure to enforce any known violation of the Offer Letter or this Employment Covenants Rider shall not be a waiver of CRA's right to seek enforcement of any future violation or be construed that such failure waives CRA's rights to seek any subsequent enforcement of a similar breach of the Offer Letter or this Employment Covenants Rider. Any claim of any kind by Employee against CRA shall not prevent or limit enforcement of the Employment Covenants Rider.
- H. Employee agrees that CRA shall be permitted to disclose to any future employer or prospective employer of Employee the terms of the Employment Covenants Rider.

SEVERANCE AGREEMENT

This Severance Agreement ("Agreement") is made as of the 17th day of March, 2020, (the "Effective Date") between CRA International, Inc., a Massachusetts corporation (the "Company"), and Paul A. Maleh (the "Executive").

WHEREAS, the Executive has served as the Company's President and Chief Executive Officer since November 2009;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that it is in the best interests of the Company and its shareholders to provide certain benefits to the Executive in a termination event, including in connection with a Change in Control;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and continue until the Executive's employment with the Company is terminated in accordance with the provisions hereof (the "Term"). The Executive's employment with the Company will continue to be "at will," meaning that the Executive's employment may be terminated by the Company or the Executive at any time and for any reason subject to the terms of this Agreement.

2. Termination. During the Term, the Executive's employment may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment shall terminate upon his death.

(b) Disability. The Company may terminate the Executive's employment if he is disabled and unable to perform the essential functions of the Executive's then existing position or positions with any reasonable accommodation required by law for a period of 120 days (which need not be consecutive) in any 6-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with any reasonable accommodation required by law, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician mutually selected by the Company and the Executive (or the Executive's guardian) as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. The physician's determination of such issue shall be binding on the parties. Nothing in this Section 2(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment for Cause. For purposes of this Agreement, "Cause" shall mean: (i) any material breach by the Executive of any agreement to which the Executive and the Company (or any parent or subsidiary of the Company) are both parties, (ii) any act or omission by the Executive that is in material violation of any material policy of the Company (iii) the conviction of the Executive by a court of competent jurisdiction for (or plea by the Executive of no contest with respect to) felony criminal conduct or (iv) any material misconduct or material neglect of duties by the Executive in connection with the business or affairs of the Company (or any parent or subsidiary). Cause shall not exist hereunder unless the Company notifies the Executive in writing of the event claimed to constitute Cause not later than ninety (90) days after the Board has knowledge of the initial occurrence of an event claimed to give rise to a right to terminate for Cause and the Executive fails to remedy such event within thirty (30) days of the date of such notice (the "Remedy Period") (other than the event in clause (iii), which shall not be subject to remedy or the Remedy Period). The Company and the Executive agree that the definition of Cause set forth above shall apply to any other agreement between the Company and the Executive (whether entered into prior to or following the Effective Date) which contains such a cause definition, notwithstanding any other cause definition set forth in such other agreement.

(d) Termination Without Cause. The Company may terminate the Executive's employment at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 2(c) and does not result from the death or disability of the Executive under Section 2(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate his employment at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events without Executive's consent: (i) a material reduction in the Executive's duties, authorities or responsibilities as in effect on the Effective Date or a requirement that the Executive report to anyone other than the Board; (ii) a reduction in the Executive's annual base salary or annual bonus opportunity (other than an across-the-board reduction of not more than ten percent (10%) applicable to all senior executive officers which occurs prior to a Change in Control); (iii) a material reduction in Executive's benefits in the aggregate (other than an across-the-board reduction of benefit levels) from those provided to Executive as of the Effective Date; (iv) a relocation of Executive's principal place of employment out of the city of Boston, Massachusetts, (v) a material breach of any provision of this Agreement by the Company, (vi) the failure of the Company to have a successor entity specifically assume this Agreement within ten (10) business days after a Change in Control or (vii) the insolvency of the Company or the filing (by any party, including the Company) of a petition for bankruptcy with respect to the Company, which petition is not dismissed within 60 days. For the avoidance of doubt, if Executive is serving as Chairman of the Board, a change in Executive's status as Chairman of the Board shall not constitute Good Reason. "Good Reason Process" shall mean that: (i) the Executive reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Executive notifies the Company in writing of the Good Reason condition not later than ninety (90) days after the initial occurrence of an event deemed to give rise to a right to terminate for Good Reason, and (iii) the Good Reason condition continues to exist thirty (30) days following delivery of such notice (the "Cure Period") (other than the event in clause (vii), which shall not be subject to cure or the Cure Period); and (v) the Executive terminates his employment within ninety (90) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, such Good Reason condition shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 2(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by his death, the date of his death; (ii) if the Executive's employment is terminated on account of disability under Section 2(b), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company for Cause under Section 2(c), the date on which Notice of Termination is given (after the end of the Remedy Period, provided not otherwise previously remedied); (iv) if the Executive's employment is terminated by reason of Retirement, 30 days after the date on which a Notice of Termination is given; (v) if the Executive's employment is terminated by the Company under Section 2(d), the date on which a Notice of Termination is given; (vi) if the Executive's employment is terminated by the Executive under Section 2(e) without Good Reason, 30 days after the date on which a Notice of Termination is given; and (vii) if the Executive's employment is terminated by the Executive under Section 2(e) with Good Reason, the date on which a Notice of Termination is given (after the end of the Cure Period, if applicable, provided not otherwise previously cured). Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally ask Executive not to physically return to the office, but such request by the Company shall not alter the Date of Termination set forth in Executive's Notice of Termination and Executive shall be entitled to and receive all compensation (including incentive compensation) earned and or paid through the termination date set forth in Executive's Notice of Termination and all stock options and stock awards shall (without limitation of the other provisions hereof) continue to vest through the termination date set forth in Executive's Notice of Termination.

3. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to his authorized representative or estate) (i) any base salary earned through the Date of Termination, unpaid expense reimbursements (subject to, and in accordance with, the policies and procedures then in effect and established by the Company for its executive officers) and unused vacation that accrued through the Date of Termination, such payments to be made on or before the time required by law but in no event more than 30 days after the Executive's Date of Termination; and (ii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (together with the amounts described in clause (i), the "Accrued Benefit").

(b) Termination by the Company Without Cause or by the Executive with Good Reason. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 2(d), or the Executive terminates his employment for Good Reason as provided in Section 2(e) and, in the case of clauses (i), (ii) and (iii) below, such termination is not a termination described in Section 4, then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the Executive signing a general release of claims and affirmation of restrictive covenants in favor of the Company and related persons and entities substantially in the form of Exhibit A attached hereto (the "Release and Affirmation") and the Release and Affirmation becoming irrevocable and fully effective and, if applicable, the Executive resigning as a member of the Board, within 60 days after the Date of Termination:

(i) subject to clause (iv) below, the Company shall pay the Executive the sum of (1) an amount equal to 2.0 times the sum of (A) the Executive's annual base salary and (B) the Executive's target bonus in effect immediately prior to the Date of Termination and (2) a pro-rata target annual cash bonus for the portion of the then-current year which has elapsed as of the Date of Termination, in each case calculated without giving effect to any reductions in annual base salary or target bonus following the Effective Date (the "Severance Amount");

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment for twelve (12) months or the Executive's COBRA health continuation period, whichever ends earlier, in an amount equal to the cost of COBRA continuation coverage (which amount shall not include any gross-up with respect to any taxes that may be owed with respect to such payment);

(iii) if the Executive was participating in the Company's group term life insurance plan immediately prior to the Date of Termination, then the Company shall pay to the Executive a monthly cash payment for twelve months in an amount equal to the monthly employer contribution that the Company would have made to provide such group term life insurance to the Executive if the Executive had remained employed by the Company; and

(iv) the amounts payable under Section 3(b)(i), (ii) and (iii) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over twelve months commencing within 60 days immediately following the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2); and

(v) notwithstanding anything to the contrary in any applicable option agreement or stock-based award agreement, any options, restricted stock units or other equity awards (hereinafter referred to as an "equity award") which are subject only to time-based vesting provisions, including for the avoidance of doubt, any equity awards for which a performance target has already been met and are immediately prior to the Date of Termination subject only to time-based vesting provisions (such awards, "Time-vested Awards") that were not vested immediately prior to the Date of Termination shall fully vest and, if applicable, settle upon such termination; and

(vi) notwithstanding anything to the contrary in any applicable equity award agreement, any equity award subject to performance-based vesting (such awards, "Performance Awards") shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company.

(c) Termination by the Company for Cause or by the Executive without Good Reason (other than Retirement). During the Term, if the Executive's employment is terminated by the Company for Cause as provided in Section 2(c), or the Executive terminates his employment without Good Reason (other than Retirement) as provided in Section 2(e), then the Company shall pay the Executive his Accrued Benefit and the Executive shall have no rights or claims against the Company except to receive the Accrued Benefit (except as provided in Section 7(c) if applicable) and all unvested equity awards shall be forfeited.

(d) Termination by Reason of Death or Disability. During the Term, if the Executive's employment is terminated by reason of death or the Company terminates the Executive due to Disability, (i) any outstanding Time-vested Awards shall fully vest and, if applicable, settle on the Date of Termination and (ii) any outstanding Performance Awards shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company.

(e) Termination by Reason of Retirement. During the Term, if the Executive's employment is terminated by reason of his Retirement, (i) any outstanding Time-vested Awards shall fully vest on the Date of Termination and (ii) any outstanding Performance Awards shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company. As used herein, "Retirement" shall mean the Executive's voluntary resignation of employment from the Company if, on the date of such resignation of employment, the Executive is at least 62 years of age with a minimum of at least ten years of continuous service in any capacity at the Company.

(f) Notwithstanding anything in this Agreement to the contrary, the equity awards listed on Exhibit B hereto shall be excluded from the equity awards covered by this Agreement, which equity awards were issued prior to November 2, 2017 and are entitled to "grandfathered" status under Section 162(m) the Internal Revenue Code of 1986, as amended (the "Code").

4. Change in Control.

(a) During the Term, if within twelve months immediately following a Change in Control, the Executive's employment is terminated by the Company without Cause as provided in Section 2(d) or the Executive terminates his employment for Good Reason as provided in Section 2(e), then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the signing of the Release by the Executive and the Release becoming irrevocable and fully effective and, if applicable, the Executive resigning as a member of the Board, then Executive shall receive:

(i) A lump sum payment equal to the sum of (1) 2.5 times the sum of (x) the Executive's annual base salary and (y) the Executive's target bonus in effect immediately prior to the Date of Termination and (2) a pro-rata target annual cash bonus for the portion of the then-current year which has elapsed as of the Date of Termination, in each case calculated without giving effect to any reductions on annual base salary or target bonus following the Effective Date; and

(ii) A lump sum payment equal to the compensation set forth in Sections 3(b)(ii) and 3(b)(iii).

(iii) the amounts payable under Section 4(a)(i) and (ii) shall be paid out in a lump sum within 60 days immediately following the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the amounts shall be paid in the second calendar year by the last day of such 60-day period.

(b) Notwithstanding anything to the contrary in any applicable equity award agreement (but without limitation of clause (v) of Section 3(b), which shall apply to a termination described in this Section 4), for any equity award that is not assumed by, or substituted for with a substantially equivalent award, by the surviving, continuing, successor, or purchasing corporation or other business entity or parent corporation thereof, as the case may be, with respect to the Change in Control, (x) if such equity award is a Time-Vested Award, it shall fully vest and, if applicable, be settled, immediately prior to the effective date of the Change in Control and (y) if such equity award is a Performance Award, its vesting (if any) shall be determined by: (i) truncating such Performance Award's performance period at the effective date of such Change in Control, (ii) adjusting such Performance Award's performance conditions for the truncated performance period, as determined by the Board in good faith, (iii) determining the amount payable on such Performance Award, as so adjusted, based on actual performance measured over the truncated performance period, and (iv) multiplying the amount determined by the foregoing clause (iii) by the percentage of the performance period that was completed as of immediately prior to the effective date of the Change in Control.

(c) Definition of Change in Control. For purposes of this Section 4, the term "Change in Control" shall have the meaning set forth in the Company's Amended and Restated 2006 Equity Plan, as in effect on the date hereof.

(d) Aggregate Payments. Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(e) After Tax Amount. For purposes of this Section 4, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(f) Accounting Firm. The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 4(d) shall be made by a nationally recognized accounting firm (other than an auditor who is the Company's then-existing independent public auditor or was such auditor in connection with a periodic report filed within the prior six (6) months) selected by the Company prior to a Change in Control (the "Accounting Firm") at the Company's expense, which determination shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

5. Section 409A.

(a) Specified Employee. Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death, and in no event will interest be paid with respect to any such delay. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) In-Kind Benefits. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in any event shall be paid within 30 days of the date that Executive's expense report is submitted. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) Non-qualified Deferred Compensation. To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code: (i) to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service," and the determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h); and (ii) no Change in Control shall be deemed to have occurred unless the applicable event meets the definition of a change in control event pursuant to Treasury Regulation Section 1.409A-3(i)(5).

(d) Compliance with Section 409A. The parties intend that payments and benefits provided under or pursuant to this Agreement will be exempt from or comply with the requirements of Section 409A of the Code and that the Agreement shall be administered in accordance with such intention. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code (where applicable), the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2), and in the case of amounts payable under this Agreement that may be treated as payable in the form of "a series of installment payments," as defined in Treasury Regulation Section 1.409A-2(b)(2)(iii), the right to receive such payments shall be treated as a right to receive a series of separate payments for purposes of such Treasury Regulation. If any provision of this Agreement provides for payment within a time period, the determination of when such payment shall be made within such time period shall be solely in the discretion of the Company, provided however that if the period for providing a Release with respect to such payment spans two calendar years, no payment shall be made until the second calendar year. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) No Representation. The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

6. Confidential Information.

(a) The Executive agrees not to disclose Confidential Information or Trade Secrets (as both are defined below) to anyone outside of the Company, either during the Executive's employment or subsequent to the Date of Termination, subject to the exceptions enumerated below. The Executive shall also only disclose Confidential Information and Trade Secrets to Company employees and affiliated consultants on a "need to know" basis, and the Executive shall comply with the Company's "firewall" procedures applicable and made known to the Executive from time to time.

(b) For purposes of this Agreement, "Confidential Information" for both the Company and clients of the Company shall mean: (i) financial and business information, such as information relating to costs, commissions, fees, profits, sales, sales margins, capital structure, operating results, borrowing arrangements, strategies and plans for future business, pending projects and proposals, and potential acquisitions or divestitures; (ii) product and technical information, such as product formulations, new and innovative product ideas, new business development, sketches, plans, drawings, prototypes, methods, procedures, data processing programs, software, software codes, computer models, and research and development projects; (iii) marketing information, marketing ideas, prospective markets and practices, business development activities and ideas, mailing lists, recruiting information, the identity of the Company's clients, client names and addresses and other contact information, client lists, the names of representatives of clients responsible for entering into contracts with the Company, the financial arrangements between the Company and such clients, specific client needs and requirements, and leads and referrals to potential clients, and other non-public information concerning clients or potential clients; (iv) personnel and recruiting information, such as the identity of and contact information for a consultant or recruit of the Company, their compensation, benefits, skills, qualifications, and abilities; and (v) any information which Executive has been told is confidential or which Executive might reasonably expect the Company would regard as confidential, or any information which has been given to the Company in confidence by clients or other persons. "Trade Secrets" are items of Confidential Information that meet the requirements of applicable state and federal trade secret law. Executive acknowledges and agrees that the Confidential Information and Trade Secrets are not generally known or available to the general public, but have been developed, compiled or acquired by the Company or its clients at their great effort and expense. Executive further acknowledges and agrees that the Confidential Information and Trade Secrets are owned by the Company (or its clients), are secret, are the subject of reasonable efforts by the Company to keep them secret, and have value because of their secrecy. Confidential Information and Trade Secrets can be in any form: oral, written or machine readable, including electronic files.

(c) The Company agrees that the Executive's obligation not to disclose Confidential Information or Trade Secrets is subject to the following exceptions: (i) any information that is generally known or available to the public; (ii) any information that the Company or a client of the Company has disclosed to a third party, where the effect of such disclosure is to make the information public; (iii) any information that the Company's General Counsel or a client of the Company has authorized the Executive in writing to disclose; (iv) any information belonging to the Company or a client of the Company that the Company or a client of the Company has requested the Executive disclose in the course of the Executive's work for the Company; and (v) if requested to be disclosed by an order of a court or other administrative body, provided however, that the Executive gives prompt notice of such request to the Company's General Counsel prior to such disclosure so that the Company can take any appropriate action it deems necessary to limit or implement such disclosure. Nothing in this Agreement prohibits the Executive from discussion of or disclosing wages or other terms and conditions of employment for any purposes protected under federal labor law to the extent applicable.

(d) Pursuant to 18 U.S.C. § 1833(b), the Executive understands that he will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company that (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to his 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 that is filed under seal in a lawsuit or other proceeding. The Executive understands that if he files a lawsuit for retaliation by the Company for reporting a suspected violation of law, he may disclose the trade secret to his attorney and use the trade secret information in the court proceeding if he (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, or any other agreement that the Executive has with the Company, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in this Agreement or any other agreement or arrangement that Executive has with the Company shall prohibit or restrict the Executive from making any voluntary disclosure of information or documents to any governmental agency or legislative body, any self-regulatory organization, the Legal Department of the Company, and/or pursuant to the Dodd-Frank Act or Sarbanes-Oxley Act without prior notice to the Company.

7. Non-Solicitation and Non-Competition.

(a) Definitions and Acknowledgements.

(i) The Executive understands and acknowledges that, during the course of the Executive's employment with the Company, the Executive will be given access to and will help develop Confidential Information and Trade Secrets, which if such Confidential Information and Trade Secrets were released to the general public or to a competitor, would place the Company at an unfair disadvantage with its competitors. The Executive further understands that the Executive's position with the Company may require the Executive to interact with, cultivate, and maintain relationships with the Company's customers, prospective customers, vendors and suppliers. Therefore, the Executive agrees that the restrictions set forth in this Section 7 are necessary in order to protect the Company's Confidential Information, Trade Secrets and good will.

(ii) The Executive acknowledges and agrees that the Company's agreement to make payments to the Executive contained in Sections 3 and 4 that the Executive is not otherwise entitled to as a matter of law constitutes fair and reasonable consideration for his agreement to be bound by the non-competition and non-solicitation obligations set forth in this Section 7.

(iii) As used in this Agreement, the "Restricted Period" means during the Term and for a period of twelve (12) months following the Date of Termination.

(iv) As used in this Agreement, "Competitive Acts" shall mean providing services and/or engaging in duties and responsibilities that are the same or substantially similar to any of the services, duties and/or responsibilities in which Executive engaged during the last two years of the Term for a Competing Business.

(v) As used in this Agreement, "Competing Business" means any business that provides or is preparing to provide any service that competes with those of the Company provided during the last two (2) years of the Term.

(vi) As used in this Agreement, "Covered Client" means a customer (person or entity) of the Company, including any lawyer, law firm, or other intermediary, and the ultimate client of such lawyer, law firm or intermediary (e.g., the entity that retained a law firm that then retained the Executive's services), that Executive had business-related contact with or access to Confidential Information about during the last two (2) years of the Term.

(b) Non-Solicitation. Executive agrees that during the Restricted Period, Executive will not directly or indirectly: (i) communicate with, solicit, induce or otherwise attempt to influence any person who the Company employs or otherwise has engaged to perform services, including but not limited to, any employees, affiliated independent consultants, contractors or subcontractors, with whom Executive worked or had knowledge about through Executive's employment, to leave the employ of or discontinue services to the Company; (ii) solicit, call upon, induce, divert or take away any Covered Client, accept an offer from any Covered Client to provide services similar to the services the Company performed for the Covered Client, or market services similar to the services the Company performed for the Covered Client to any Company Client; and/or (iii) contact by any method written or oral (e.g., email, text, social media sites or applications, or similar communication) any clients or prospective clients of the Company to inform such parties of any new or future employment or consulting positions taken up by Executive, which includes, but is not limited to, notice of address change, new employment position, new consulting position or similar information without the express prior written permission of the Company's General Counsel.

(c) Non-Competition. During the Restricted Period, Executive shall not, directly or indirectly, without the express written consent of the Company, on Executive's own behalf or as owner, manager, stockholder (except as a holder of not more than one (1%) percent of the stock of a publicly held company), consultant, director, officer, partner, member, or employee, engage in Competitive Acts. Executive understands that, unless Executive's obligations under this Section 7(c) are waived by the Company within fifteen (15) business days following the Date of Termination or Executive violates the terms of this Agreement, the Company will (without limitation of its other obligations hereunder), pay Executive, from the Date of Termination to the end of the Restricted Period, as part of its regular payroll process, an amount equal to fifty percent (50%) of Executive's highest annualized base salary paid to Executive by the Company within the two (2) years preceding the termination of Executive's employment with the Company (such payments, the "Non-Compete Payments"). Notwithstanding the foregoing, Executive acknowledges and understands that the obligations under this Section 7(c), including the Company's obligations to make the Non-Compete Payments, shall only apply in the event that (i) the Company terminates Executive's employment for Cause or (ii) Executive terminates Executive's employment without Good Reason (other than in connection with a termination by reason of Retirement).

8. Return of Property. On the Date of Termination, or at any other time upon request of the Company, Executive will promptly return or destroy any and all customer or prospective customer, or client or prospective client, lists, information or related materials, computer programs, software, electronic data, specifications, drawings, blueprints, data storage devices, reproductions, sketches, notes, notebooks, memoranda, reports, records, proposals, business plans, or copies of them, other documents or materials, tools, equipment, or other property belonging to the Company or its customers which Executive may then possess or have under Executive's control. Executive further agrees that after the Date of Termination Executive will not take with Executive any documents or data in any form or of any description containing or pertaining to Confidential Information or Trade Secrets.

9. Mutual Non-Disparagement. Subject to Section 6(d), Executive hereby covenants to the Company and agrees that Executive shall not, directly or indirectly, make or solicit or encourage others to make or solicit any disparaging remarks concerning the Company or any of their current or former officers, directors, employees, or any of its products, services, businesses or activities. The Company acting by formal statement or through its officers or directors (while serving in such capacities), will not, directly or indirectly, make or solicit or encourage others to make or solicit any disparaging remarks concerning Executive; provided that the foregoing shall not be violated by good faith statements made (x) to the Board (or a committee thereof), officers, or directors by officers, directors or other service providers of the Company in connection with the review of Executive's employment or performance or (y) by Executive in connection with Executive's review of the performance of officers or other service providers of the Company. Notwithstanding the foregoing, nothing herein shall prohibit or restrict any person from providing statements or information that such person believes in good faith to be necessary or advisable in connection with (i) any legal or administrative proceeding or investigation or (ii) a party's compliance with any legal or regulatory obligations.

10. Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in Boston, Massachusetts in accordance with the Employment Dispute Resolution Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 10 shall be specifically enforceable. Notwithstanding the foregoing, this Section 10 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 10.

11. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 10 of this Agreement, the parties hereby consent to the jurisdiction of the Superior Court of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

12. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter.

13. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

14. Successor to the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, heirs, distributees, devisees and legatees. In the event of the Executive's death after his termination of employment but prior to the completion by the Company of all payments due to him under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to his death (or to his estate, if the Executive fails to make such designation).

15. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

17. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

18. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested or transmitted by electronic mail, to the Executive at the last address or email address that the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

19. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

20. Governing Law. This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles thereof.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

22. Successor to Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no succession had taken place. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness of any succession shall be a material breach of this Agreement.

23. Gender Neutral. Wherever used herein, a pronoun in the masculine or feminine gender shall be considered as including the opposite gender as well unless the context clearly indicates otherwise.

24. Acknowledgements. Executive acknowledges that Executive has been advised to and has been given the opportunity to consult with legal counsel for the purposes of reviewing this Agreement, including the non-competition and non-solicitation covenants contained herein. Executive further acknowledges that Executive has been given ten (10) business days to consider the terms of this Agreement. If Executive executes this Agreement prior to the end of the 10 business day period, Executive agrees and acknowledges that Executive's execution was knowing and voluntary waiver of Executive's right to consider this Agreement for the full 10 business day period.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

CRA INTERNATIONAL, INC.

By: /s/ Jonathan D. Yellin
Name: Jonathan D. Yellin
Title: Executive Vice President and General Counsel

EXECUTIVE

/s/ Paul A. Maleh
Paul A. Maleh

Exhibit A

Form of Release and Affirmation

1. **Release of Claims.** For good and valuable consideration, including without limitation the compensation and benefits set forth in the Severance Agreement (the "Agreement") dated _____, 2020 between Paul A. Maleh ("Executive") and CRA International, Inc., a Massachusetts corporation (the "Company"), Executive, on behalf of and for himself herself and his or her heirs, administrators, executors, representatives, estates, attorneys, insurers, successors and assigns (hereafter referred to separately and collectively as the "Releasor"), hereby voluntarily releases and forever discharges the Company, and its subsidiaries (direct and indirect), affiliates, related companies, divisions, predecessor and successor companies, and each of its and their present, former, and future shareholders, officers, directors, employees, agents, representatives, attorneys, insurers and assigns (collectively as "Releasees"), jointly and individually, from any and all actions, causes of action, claims, suits, charges, complaints, contracts, covenants, agreements, promises, debts, accounts, damages, losses, sums of money, obligations, demands, and judgments all of any kind whatsoever, known or unknown, at law or in equity, in tort, contract, by statute, or on any other basis, for contractual, compensatory, punitive or other damages, expenses (including attorney's fees and cost), reimbursements, or costs of any kind, which Executive ever had, now has, or may have, from the beginning of the world to the date of this Release, known or unknown, in law or equity, whether statutory or common law, whether federal, state, local or otherwise, including but not limited to any and all claims arising out of or in any way related to the undersigned's engagement by the Company (including the hiring or termination of that engagement), or any related matters including, but not limited to claims, if any, arising under the Age Discrimination in Employment Act of 1967, as amended by the Older Worker Benefits Protection Act; the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991, as amended; the Family and Medical Leave Act of 1993, as amended; the Immigration Reform and Control Act of 1986; the Americans with Disabilities Act of 1990, as amended; the Employee Retirement Income Security Act (ERISA), as amended; Mass. Gen. L. c. 151B, section 1 et seq.; Mass. Gen. L. c. 149, section 1 et seq.; Mass. Gen. L. c. 151, section 1A et seq.; and federal, state or local common law, laws, statutes, ordinances or regulations. Notwithstanding the foregoing, nothing contained in this General Release and Waiver of Claims shall be construed to release or bar any claim by the undersigned to enforce the terms of the Agreement and Executive is not releasing claims for accrued, vested benefits under any employee benefit plan of the Company or an affiliate or any continuing rights to indemnification by the Company or any affiliate (regardless of the source of such rights) and any claims or rights that cannot be waived by law.

Releasor represents and acknowledges the following:

(a) that Releasor understands the various claims Releasor could have asserted under federal or state law, including but not limited to the Age Discrimination in Employment Act and other similar laws;

(b) that Releasor has read this General Release carefully and understands all of its provisions;

(c) that Releasor understands that Releasor has the right to and is advised to consult an attorney concerning this General Release and in particular the waiver of rights Releasor might have under the laws described herein and that to the extent, if any, that Releasor desired, Releasor availed himself or herself of this right;

(d) that Releasor has been provided at least twenty one (21) [or forty-five (45) in the case of a group termination] days to consider whether to sign this General Release and that to the extent Releasor has signed this General Release before the expiration of such twenty-one (21) [forty-five (45)] day period Releasor has done so knowingly and willingly;

(e) that Releasor enters into this General Release and waives any claims knowingly and willingly; and

(f) that this General Release shall become effective seven (7) business days after it is signed. Releasor may revoke this General Release within seven (7) business days after it is signed by delivering a written notice of rescission to Jonathan Yellin, Executive Vice President and General Counsel, c/o CRA International, 200 Clarendon Street, Boston, MA 02116. To be effective, the notice of rescission must be hand delivered, or postmarked within the seven (7) business day period and sent by certified mail, return receipt requested, to the referenced address.

2. Affirmation. Executive acknowledges that Executive remains bound by Executive's obligations set forth in Sections 6, 7(a), 7(b), 8, 9, 10 and 11 of the Agreement in accordance with their terms.

3. Non-Competition. Executive agrees that, for a period of one (1) year following the termination of Executive's employment with the Company, Executive shall not, without the express written consent of the Company, on Executive's own behalf or as owner, manager, stockholder (except as a holder of not more than one (1%) percent of the stock of a publicly held company), consultant, director, officer, partner, member, or employee engage, in any capacity, in Competitive Acts. "Competitive Acts" shall mean providing services or engaging in duties or responsibilities that are the same or substantially similar to any of the services performed by the Executive during the last two (2) years of Executive's employment with the Company for a business that provides, or is preparing to provide, any service that competes with any services provided by the Company during the last two (2) years of Executive's employment with the Company.

Signed and sealed this _____ day of _____ 20 _____.

Signed: _____

Name
(print): _____

Exhibit B

Excluded Equity Awards

Award Type	Date of Grant	Granted
PRSU	11/14/16	13,333
PRSU	7/12/17	13,758
Stock Option	11/14/16	20,000

SEVERANCE AGREEMENT

This Severance Agreement ("Agreement") is made as of the 17th day of March, 2020, (the "Effective Date") between CRA International, Inc., a Massachusetts corporation (the "Company"), and Chad M. Holmes (the "Executive").

WHEREAS, the Executive is currently the Company's Chief Financial Officer and will transition to the role of Chief Corporate Development Officer when a successor Chief Financial Officer has been appointed;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that it is in the best interests of the Company and its shareholders to provide certain benefits to the Executive in a termination event, including in connection with a Change in Control;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and continue until the Executive's employment with the Company is terminated in accordance with the provisions hereof (the "Term"). The Executive's employment with the Company will continue to be "at will," meaning that the Executive's employment may be terminated by the Company or the Executive at any time and for any reason subject to the terms of this Agreement.

2. Termination. During the Term, the Executive's employment may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment shall terminate upon his death.

(b) Disability. The Company may terminate the Executive's employment if he is disabled and unable to perform the essential functions of the Executive's then existing position or positions with any reasonable accommodation required by law for a period of 120 days (which need not be consecutive) in any 6-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with any reasonable accommodation required by law, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician mutually selected by the Company and the Executive (or the Executive's guardian) as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. The physician's determination of such issue shall be binding on the parties. Nothing in this Section 2(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment for Cause. For purposes of this Agreement, "Cause" shall mean: (i) any material breach by the Executive of any agreement to which the Executive and the Company (or any parent or subsidiary of the Company) are both parties, (ii) any act or omission by the Executive that is in material violation of any material policy of the Company (iii) the conviction of the Executive by a court of competent jurisdiction for (or plea by the Executive of no contest with respect to) felony criminal conduct or (iv) any material misconduct or material neglect of duties by the Executive in connection with the business or affairs of the Company (or any parent or subsidiary). Cause shall not exist hereunder unless the Company notifies the Executive in writing of the event claimed to constitute Cause not later than ninety (90) days after the Board has knowledge of the initial occurrence of an event claimed to give rise to a right to terminate for Cause and the Executive fails to remedy such event within thirty (30) days of the date of such notice (the "Remedy Period") (other than the event in clause (iii), which shall not be subject to remedy or the Remedy Period). The Company and the Executive agree that the definition of Cause set forth above shall apply to any other agreement between the Company and the Executive (whether entered into prior to or following the Effective Date) which contains such a cause definition, notwithstanding any other cause definition set forth in such other agreement.

(d) Termination Without Cause. The Company may terminate the Executive's employment at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 2(c) and does not result from the death or disability of the Executive under Section 2(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate his employment at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events without Executive's consent: (i) a material reduction in the Executive's duties, authorities or responsibilities as in effect on the Effective Date or a requirement that the Executive report to anyone other than the Chief Executive Officer or President of the Company ; (ii) a reduction in the Executive's annual base salary or annual bonus opportunity (other than an across-the-board reduction of not more than ten percent (10%) applicable to all senior executive officers which occurs prior to a Change in Control); (iii) a material reduction in Executive's benefits in the aggregate (other than an across-the-board reduction of benefit levels) from those provided to Executive as of the Effective Date; (iv) a relocation of Executive's principal place of employment out of the city of Chicago, Illinois, (v) a material breach of any provision of this Agreement by the Company, (vi) the failure of the Company to have a successor entity specifically assume this Agreement within ten (10) business days after a Change in Control or (vii) the insolvency of the Company or the filing (by any party, including the Company) of a petition for bankruptcy with respect to the Company, which petition is not dismissed within 60 days. For avoidance of doubt, Good Reason shall not include nor mean the change in or loss of Executive's title from Chief Financial Officer and Treasurer to that of Chief Corporate Development Officer. "Good Reason Process" shall mean that: (i) the Executive reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Executive notifies the Company in writing of the Good Reason condition not later than ninety (90) days after the initial occurrence of an event deemed to give rise to a right to terminate for Good Reason, and (iii) the Good Reason condition continues to exist thirty (30) days following delivery of such notice (the "Cure Period") (other than the event in clause (vii), which shall not be subject to cure or the Cure Period); and (v) the Executive terminates his employment within ninety (90) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, such Good Reason condition shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 2(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by his death, the date of his death; (ii) if the Executive's employment is terminated on account of disability under Section 2(b), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company for Cause under Section 2(c), the date on which Notice of Termination is given (after the end of the Remedy Period, provided not otherwise previously remedied); (iv) if the Executive's employment is terminated by reason of Retirement, 30 days after the date on which a Notice of Termination is given; (v) if the Executive's employment is terminated by the Company under Section 2(d), the date on which a Notice of Termination is given; (vi) if the Executive's employment is terminated by the Executive under Section 2(e) without Good Reason, 30 days after the date on which a Notice of Termination is given; and (vii) if the Executive's employment is terminated by the Executive under Section 2(e) with Good Reason, the date on which a Notice of Termination is given (after the end of the Cure Period, if applicable, provided not otherwise previously cured). Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally ask Executive not to physically return to the office, but such request by the Company shall not alter the Date of Termination set forth in Executive's Notice of Termination and Executive shall be entitled to and receive all compensation (including incentive compensation) earned and or paid through the termination date set forth in Executive's Notice of Termination and all stock options and stock awards shall (without limitation of the other provisions hereof) continue to vest through the termination date set forth in Executive's Notice of Termination.

3. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to his authorized representative or estate) (i) any base salary earned through the Date of Termination, unpaid expense reimbursements (subject to, and in accordance with, the policies and procedures then in effect and established by the Company for its executive officers) and unused vacation that accrued through the Date of Termination, such payments to be made on or before the time required by law but in no event more than 30 days after the Executive's Date of Termination; and (ii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (together with the amounts described in clause (i), the "Accrued Benefit").

(b) Termination by the Company Without Cause or by the Executive with Good Reason. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 2(d), or the Executive terminates his employment for Good Reason as provided in Section 2(e) and, in the case of clauses (i), (ii) and (iii) below, such termination is not a termination described in Section 4, then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the Executive signing a general release of claims and affirmation of restrictive covenants in favor of the Company and related persons and entities substantially in the form of Exhibit A attached hereto (the "Release and Affirmation") and the Release and Affirmation becoming irrevocable and fully effective within 60 days after the Date of Termination:

(i) subject to clause (iv) below, the Company shall pay the Executive the sum of (1) an amount equal to 1.0 times the sum of (A) the Executive's annual base salary and (B) the Executive's target bonus in effect immediately prior to the Date of Termination and (2) a pro-rata target annual cash bonus for the portion of the then-current year which has elapsed as of the Date of Termination, in each case calculated without giving effect to any reductions in annual base salary or target bonus following the Effective Date (the "Severance Amount");

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment for twelve (12) months or the Executive's COBRA health continuation period, whichever ends earlier, in an amount equal to the cost of COBRA continuation coverage (which amount shall not include any gross-up with respect to any taxes that may be owed with respect to such payment);

(iii) if the Executive was participating in the Company's group term life insurance plan immediately prior to the Date of Termination, then the Company shall pay to the Executive a monthly cash payment for twelve months in an amount equal to the monthly employer contribution that the Company would have made to provide such group term life insurance to the Executive if the Executive had remained employed by the Company; and

(iv) the amounts payable under Section 3(b)(i), (ii) and (iii) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over twelve months commencing within 60 days immediately following the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2); and

(v) notwithstanding anything to the contrary in any applicable option agreement or stock-based award agreement, any options, restricted stock units or other equity awards (hereinafter referred to as an "equity award") which are subject only to time-based vesting provisions, including for the avoidance of doubt, any equity awards for which a performance target has already been met and are immediately prior to the Date of Termination subject only to time-based vesting provisions (such awards, "Time-vested Awards") that were not vested immediately prior to the Date of Termination shall fully vest and, if applicable, settle upon such termination; and

(vi) notwithstanding anything to the contrary in any applicable equity award agreement, any equity award subject to performance-based vesting (such awards, "Performance Awards") shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company.

(c) Termination by the Company for Cause or by the Executive without Good Reason (other than Retirement). During the Term, if the Executive's employment is terminated by the Company for Cause as provided in Section 2(c), or the Executive terminates his employment without Good Reason (other than Retirement) as provided in Section 2(e), then the Company shall pay the Executive his Accrued Benefit and the Executive shall have no rights or claims against the Company except to receive the Accrued Benefit (except as provided in Section 7(c) if applicable) and all unvested equity awards shall be forfeited.

(d) Termination by Reason of Death or Disability. During the Term, if the Executive's employment is terminated by reason of death or the Company terminates the Executive due to Disability, (i) any outstanding Time-vested Awards shall fully vest and, if applicable, settle on the Date of Termination and (ii) any outstanding Performance Awards shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company.

(e) Termination by Reason of Retirement. During the Term, if the Executive's employment is terminated by reason of his Retirement, (i) any outstanding Time-vested Awards shall fully vest on the Date of Termination and (ii) any outstanding Performance Awards shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company. As used herein, "Retirement" shall mean the Executive's voluntary resignation of employment from the Company if, on the date of such resignation of employment, the Executive is at least 62 years of age with a minimum of at least ten years of continuous service at the Company in any capacity.

(f) Notwithstanding anything in this Agreement to the contrary, the equity awards listed on Exhibit B hereto shall be excluded from the equity awards covered by this Agreement, which equity awards were issued prior to November 2, 2017 and are entitled to "grandfathered" status under Section 162(m) the Internal Revenue Code of 1986, as amended (the "Code").

4. Change in Control.

(a) During the Term, if within twelve months immediately following a Change in Control, the Executive's employment is terminated by the Company without Cause as provided in Section 2(d) or the Executive terminates his employment for Good Reason as provided in Section 2(e), then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the signing of the Release by the Executive and the Release becoming irrevocable and fully effective and, if applicable, the Executive resigning as a member of the Board, then Executive shall receive:

(i) A lump sum payment equal to the sum of (1) 1.5 times the sum of (x) the Executive's annual base salary and (y) the Executive's target bonus in effect immediately prior to the Date of Termination and (2) a pro-rata target annual cash bonus for the portion of the then-current year which has elapsed as of the Date of Termination, in each case calculated without giving effect to any reductions on annual base salary or target bonus following the Effective Date; and

(ii) A lump sum payment equal to the compensation set forth in Sections 3(b)(ii) and 3(b)(iii).

(iii) the amounts payable under Section 4(a)(i) and (ii) shall be paid out in a lump sum within 60 days immediately following the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the amounts shall be paid in the second calendar year by the last day of such 60-day period.

(b) Notwithstanding anything to the contrary in any applicable equity award agreement (but without limitation of clause (v) of Section 3(b), which shall apply to a termination described in this Section 4), for any equity award that is not assumed by, or substituted for with a substantially equivalent award, by the surviving, continuing, successor, or purchasing corporation or other business entity or parent corporation thereof, as the case may be, with respect to the Change in Control, (x) if such equity award is a Time-Vested Award, it shall fully vest and, if applicable, be settled, immediately prior to the effective date of the Change in Control and (y) if such equity award is a Performance Award, its vesting (if any) shall be determined by: (i) truncating such Performance Award's performance period at the effective date of such Change in Control, (ii) adjusting such Performance Award's performance conditions for the truncated performance period, as determined by the Board in good faith, (iii) determining the amount payable on such Performance Award, as so adjusted, based on actual performance measured over the truncated performance period, and (iv) multiplying the amount determined by the foregoing clause (iii) by the percentage of the performance period that was completed as of immediately prior to the effective date of the Change in Control.

(c) Definition of Change in Control. For purposes of this Section 4, the term "Change in Control" shall have the meaning set forth in the Company's Amended and Restated 2006 Equity Plan, as in effect on the date hereof.

(d) Aggregate Payments. Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(e) After Tax Amount. For purposes of this Section 4, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(f) Accounting Firm. The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 4(d) shall be made by a nationally recognized accounting firm (other than an auditor who is the Company's then-existing independent public auditor or was such auditor in connection with a periodic report filed within the prior six (6) months) selected by the Company prior to a Change in Control (the "Accounting Firm") at the Company's expense, which determination shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

5. Section 409A.

(a) Specified Employee. Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death, and in no event will interest be paid with respect to any such delay. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) In-Kind Benefits. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in any event shall be paid within 30 days of the date that Executive's expense report is submitted. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) Non-qualified Deferred Compensation. To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code: (i) to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service," and the determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h); and (ii) no Change in Control shall be deemed to have occurred unless the applicable event meets the definition of a change in control event pursuant to Treasury Regulation Section 1.409A-3(i)(5).

(d) Compliance with Section 409A. The parties intend that payments and benefits provided under or pursuant to this Agreement will be exempt from or comply with the requirements of Section 409A of the Code and that the Agreement shall be administered in accordance with such intention. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code (where applicable), the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2), and in the case of amounts payable under this Agreement that may be treated as payable in the form of "a series of installment payments," as defined in Treasury Regulation Section 1.409A-2(b)(2)(iii), the right to receive such payments shall be treated as a right to receive a series of separate payments for purposes of such Treasury Regulation. If any provision of this Agreement provides for payment within a time period, the determination of when such payment shall be made within such time period shall be solely in the discretion of the Company, provided however that if the period for providing a Release with respect to such payment spans two calendar years, no payment shall be made until the second calendar year. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) No Representation. The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

6. Confidential Information.

(a) The Executive agrees not to disclose Confidential Information or Trade Secrets (as both are defined below) to anyone outside of the Company, either during the Executive's employment or subsequent to the Date of Termination, subject to the exceptions enumerated below. The Executive shall also only disclose Confidential Information and Trade Secrets to Company employees and affiliated consultants on a "need to know" basis, and the Executive shall comply with the Company's "firewall" procedures applicable and made known to the Executive from time to time.

(b) For purposes of this Agreement, "Confidential Information" for both the Company and clients of the Company shall mean: (i) financial and business information, such as information relating to costs, commissions, fees, profits, sales, sales margins, capital structure, operating results, borrowing arrangements, strategies and plans for future business, pending projects and proposals, and potential acquisitions or divestitures; (ii) product and technical information, such as product formulations, new and innovative product ideas, new business development, sketches, plans, drawings, prototypes, methods, procedures, data processing programs, software, software codes, computer models, and research and development projects; (iii) marketing information, marketing ideas, prospective markets and practices, business development activities and ideas, mailing lists, recruiting information, the identity of the Company's clients, client names and addresses and other contact information, client lists, the names of representatives of clients responsible for entering into contracts with the Company, the financial arrangements between the Company and such clients, specific client needs and requirements, and leads and referrals to potential clients, and other non-public information concerning clients or potential clients; (iv) personnel and recruiting information, such as the identity of and contact information for a consultant or recruit of the Company, their compensation, benefits, skills, qualifications, and abilities; and (v) any information which Executive has been told is confidential or which Executive might reasonably expect the Company would regard as confidential, or any information which has been given to the Company in confidence by clients or other persons. "Trade Secrets" are items of Confidential Information that meet the requirements of applicable state and federal trade secret law. Executive acknowledges and agrees that the Confidential Information and Trade Secrets are not generally known or available to the general public, but have been developed, compiled or acquired by the Company or its clients at their great effort and expense. Executive further acknowledges and agrees that the Confidential Information and Trade Secrets are owned by the Company (or its clients), are secret, are the subject of reasonable efforts by the Company to keep them secret, and have value because of their secrecy. Confidential Information and Trade Secrets can be in any form: oral, written or machine readable, including electronic files.

(c) The Company agrees that the Executive's obligation not to disclose Confidential Information or Trade Secrets is subject to the following exceptions: (i) any information that is generally known or available to the public; (ii) any information that the Company or a client of the Company has disclosed to a third party, where the effect of such disclosure is to make the information public; (iii) any information that the Company's General Counsel or a client of the Company has authorized the Executive in writing to disclose; (iv) any information belonging to the Company or a client of the Company that the Company or a client of the Company has requested the Executive disclose in the course of the Executive's work for the Company; and (v) if requested to be disclosed by an order of a court or other administrative body, provided however, that the Executive gives prompt notice of such request to the Company's General Counsel prior to such disclosure so that the Company can take any appropriate action it deems necessary to limit or implement such disclosure. Nothing in this Agreement prohibits the Executive from discussion of or disclosing wages or other terms and conditions of employment for any purposes protected under federal labor law to the extent applicable.

(d) Pursuant to 18 U.S.C. § 1833(b), the Executive understands that he will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company that (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to his 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 that is filed under seal in a lawsuit or other proceeding. The Executive understands that if he files a lawsuit for retaliation by the Company for reporting a suspected violation of law, he may disclose the trade secret to his attorney and use the trade secret information in the court proceeding if he (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, or any other agreement that the Executive has with the Company, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in this Agreement or any other agreement or arrangement that Executive has with the Company shall prohibit or restrict the Executive from making any voluntary disclosure of information or documents to any governmental agency or legislative body, any self-regulatory organization, the Legal Department of the Company, and/or pursuant to the Dodd-Frank Act or Sarbanes-Oxley Act without prior notice to the Company.

7. Non-Solicitation and Non-Competition.

(a) Definitions and Acknowledgements.

(i) The Executive understands and acknowledges that, during the course of the Executive's employment with the Company, the Executive will be given access to and will help develop Confidential Information and Trade Secrets, which if such Confidential Information and Trade Secrets were released to the general public or to a competitor, would place the Company at an unfair disadvantage with its competitors. The Executive further understands that the Executive's position with the Company may require the Executive to interact with, cultivate, and maintain relationships with the Company's customers, prospective customers, vendors and suppliers. Therefore, the Executive agrees that the restrictions set forth in this Section 7 are necessary in order to protect the Company's Confidential Information, Trade Secrets and good will.

(ii) The Executive acknowledges and agrees that the Company's agreement to make payments to the Executive contained in Sections 3 and 4 that the Executive is not otherwise entitled to as a matter of law constitutes fair and reasonable consideration for his agreement to be bound by the non-competition and non-solicitation obligations set forth in this Section 7.

(iii) As used in this Agreement, the "Restricted Period" means during the Term and for a period of twelve (12) months following the Date of Termination.

(iv) As used in this Agreement, "Competitive Acts" shall mean providing services and/or engaging in duties and responsibilities that are the same or substantially similar to any of the services, duties and/or responsibilities in which Executive engaged during the last two years of the Term for a Competing Business.

(v) As used in this Agreement, "Competing Business" means any business that provides or is preparing to provide any service that competes with those of the Company provided during the last two (2) years of the Term.

(vi) As used in this Agreement, "Covered Client" means a customer (person or entity) of the Company, including any lawyer, law firm, or other intermediary, and the ultimate client of such lawyer, law firm or intermediary (e.g., the entity that retained a law firm that then retained the Executive's services), that Executive had business-related contact with or access to Confidential Information about during the last two (2) years of the Term.

(b) Non-Solicitation. Executive agrees that during the Restricted Period, Executive will not directly or indirectly: (i) communicate with, solicit, induce or otherwise attempt to influence any person who the Company employs or otherwise has engaged to perform services, including but not limited to, any employees, affiliated independent consultants, contractors or subcontractors, with whom Executive worked or had knowledge about through Executive's employment, to leave the employ of or discontinue services to the Company; (ii) solicit, call upon, induce, divert or take away any Covered Client, accept an offer from any Covered Client to provide services similar to the services the Company performed for the Covered Client, or market services similar to the services the Company performed for the Covered Client to any Company Client; and/or (iii) contact by any method written or oral (e.g., email, text, social media sites or applications, or similar communication) any clients or prospective clients of the Company to inform such parties of any new or future employment or consulting positions taken up by Executive, which includes, but is not limited to, notice of address change, new employment position, new consulting position or similar information without the express prior written permission of the Company's General Counsel.

(c) Non-Competition. During the Restricted Period, Executive shall not, directly or indirectly, without the express written consent of the Company, on Executive's own behalf or as owner, manager, stockholder (except as a holder of not more than one (1%) percent of the stock of a publicly held company), consultant, director, officer, partner, member, or employee, engage in Competitive Acts. Executive understands that, unless Executive's obligations under this Section 7(c) are waived by the Company within fifteen (15) business days following the Date of Termination or Executive violates the terms of this Agreement, the Company will (without limitation of its other obligations hereunder), pay Executive, from the Date of Termination to the end of the Restricted Period, as part of its regular payroll process, an amount equal to fifty percent (50%) of Executive's highest annualized base salary paid to Executive by the Company within the two (2) years preceding the termination of Executive's employment with the Company (such payments, the "Non-Compete Payments"). Notwithstanding the foregoing, Executive acknowledges and understands that the obligations under this Section 7(c), including the Company's obligations to make the Non-Compete Payments, shall only apply in the event that (i) the Company terminates Executive's employment for Cause or (ii) Executive terminates Executive's employment without Good Reason (other than in connection with a termination by reason of Retirement).

8. Return of Property. On the Date of Termination, or at any other time upon request of the Company, Executive will promptly return or destroy any and all customer or prospective customer, or client or prospective client, lists, information or related materials, computer programs, software, electronic data, specifications, drawings, blueprints, data storage devices, reproductions, sketches, notes, notebooks, memoranda, reports, records, proposals, business plans, or copies of them, other documents or materials, tools, equipment, or other property belonging to the Company or its customers which Executive may then possess or have under Executive's control. Executive further agrees that after the Date of Termination Executive will not take with Executive any documents or data in any form or of any description containing or pertaining to Confidential Information or Trade Secrets.

9. Mutual Non-Disparagement. Subject to Section 6(d), Executive hereby covenants to the Company and agrees that Executive shall not, directly or indirectly, make or solicit or encourage others to make or solicit any disparaging remarks concerning the Company or any of their current or former officers, directors, employees, or any of its products, services, businesses or activities. The Company acting by formal statement or through its officers or directors (while serving in such capacities), will not, directly or indirectly, make or solicit or encourage others to make or solicit any disparaging remarks concerning Executive; provided that the foregoing shall not be violated by good faith statements made (x) to the Board (or a committee thereof), officers, or directors by officers, directors or other service providers of the Company in connection with the review of Executive's employment or performance or (y) by Executive in connection with Executive's review of the performance of officers or other service providers of the Company. Notwithstanding the foregoing, nothing herein shall prohibit or restrict any person from providing statements or information that such person believes in good faith to be necessary or advisable in connection with (i) any legal or administrative proceeding or investigation or (ii) a party's compliance with any legal or regulatory obligations.

10. Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in Boston, Massachusetts in accordance with the Employment Dispute Resolution Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 10 shall be specifically enforceable. Notwithstanding the foregoing, this Section 10 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 10.

11. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 10 of this Agreement, the parties hereby consent to the jurisdiction of the Superior Court of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

12. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter.

13. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

14. Successor to the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, heirs, distributees, devisees and legatees. In the event of the Executive's death after his termination of employment but prior to the completion by the Company of all payments due to him under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to his death (or to his estate, if the Executive fails to make such designation).

15. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

17. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

18. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested or transmitted by electronic mail, to the Executive at the last address or email address that the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

19. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

20. Governing Law. This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles thereof.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

22. Successor to Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no succession had taken place. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness of any succession shall be a material breach of this Agreement.

23. Gender Neutral. Wherever used herein, a pronoun in the masculine or feminine gender shall be considered as including the opposite gender as well unless the context clearly indicates otherwise.

24. Acknowledgements. Executive acknowledges that Executive has been advised to and has been given the opportunity to consult with legal counsel for the purposes of reviewing this Agreement, including the non-competition and non-solicitation covenants contained herein. Executive further acknowledges that Executive has been given ten (10) business days to consider the terms of this Agreement. If Executive executes this Agreement prior to the end of the 10 business day period, Executive agrees and acknowledges that Executive's execution was knowing and voluntary waiver of Executive's right to consider this Agreement for the full 10 business day period.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

CRA INTERNATIONAL, INC.

By: /s/ Paul A. Maleh

Name: Paul A. Maleh

Title: President and Chief Executive Officer

EXECUTIVE

/s/ Chad M. Holmes

Chad M. Holmes

Exhibit A

Form of Release and Affirmation

1. **Release of Claims.** For good and valuable consideration, including without limitation the compensation and benefits set forth in the Severance Agreement (the "Agreement") dated _____, 2020 between Chad M. Holmes ("Executive") and CRA International, Inc., a Massachusetts corporation (the "Company"), Executive, on behalf of and for himself herself and his or her heirs, administrators, executors, representatives, estates, attorneys, insurers, successors and assigns (hereafter referred to separately and collectively as the "Releasor"), hereby voluntarily releases and forever discharges the Company, and its subsidiaries (direct and indirect), affiliates, related companies, divisions, predecessor and successor companies, and each of its and their present, former, and future shareholders, officers, directors, employees, agents, representatives, attorneys, insurers and assigns (collectively as "Releasees"), jointly and individually, from any and all actions, causes of action, claims, suits, charges, complaints, contracts, covenants, agreements, promises, debts, accounts, damages, losses, sums of money, obligations, demands, and judgments all of any kind whatsoever, known or unknown, at law or in equity, in tort, contract, by statute, or on any other basis, for contractual, compensatory, punitive or other damages, expenses (including attorney's fees and cost), reimbursements, or costs of any kind, which Executive ever had, now has, or may have, from the beginning of the world to the date of this Release, known or unknown, in law or equity, whether statutory or common law, whether federal, state, local or otherwise, including but not limited to any and all claims arising out of or in any way related to the undersigned's engagement by the Company (including the hiring or termination of that engagement), or any related matters including, but not limited to claims, if any, arising under the Age Discrimination in Employment Act of 1967, as amended by the Older Worker Benefits Protection Act; the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991, as amended; the Family and Medical Leave Act of 1993, as amended; the Immigration Reform and Control Act of 1986; the Americans with Disabilities Act of 1990, as amended; the Employee Retirement Income Security Act (ERISA), as amended; Mass. Gen. L. c. 151B, section 1 et seq.; Mass. Gen. L. c. 149, section 1 et seq.; Mass. Gen. L. c. 151, section 1A et seq.; and federal, state or local common law, laws, statutes, ordinances or regulations. Notwithstanding the foregoing, nothing contained in this General Release and Waiver of Claims shall be construed to release or bar any claim by the undersigned to enforce the terms of the Agreement and Executive is not releasing claims for accrued, vested benefits under any employee benefit plan of the Company or an affiliate or any continuing rights to indemnification by the Company or any affiliate (regardless of the source of such rights) and any claims or rights that cannot be waived by law.

Releasor represents and acknowledges the following:

(a) that Releasor understands the various claims Releasor could have asserted under federal or state law, including but not limited to the Age Discrimination in Employment Act and other similar laws;

(b) that Releasor has read this General Release carefully and understands all of its provisions;

(c) that Releasor understands that Releasor has the right to and is advised to consult an attorney concerning this General Release and in particular the waiver of rights Releasor might have under the laws described herein and that to the extent, if any, that Releasor desired, Releasor availed himself or herself of this right;

(d) that Releasor has been provided at least twenty one (21) or forty-five (45) in the case of a group termination days to consider whether to sign this General Release and that to the extent Releasor has signed this General Release before the expiration of such twenty-one (21) forty-five (45) day period Releasor has done so knowingly and willingly;

(e) that Releasor enters into this General Release and waives any claims knowingly and willingly; and

(f) that this General Release shall become effective seven (7) business days after it is signed. Releasor may revoke this General Release within seven (7) business days after it is signed by delivering a written notice of rescission to Jonathan Yellin, Executive Vice President and General Counsel, c/o CRA International, 200 Clarendon Street, Boston, MA 02116. To be effective, the notice of rescission must be hand delivered, or postmarked within the seven (7) business day period and sent by certified mail, return receipt requested, to the referenced address.

2. Affirmation. Executive acknowledges that Executive remains bound by Executive's obligations set forth in Sections 6, 7(a), 7(b), 8, 9, 10 and 11 of the Agreement in accordance with their terms.

3. Non-Competition. Executive agrees that, for a period of one (1) year following the termination of Executive's employment with the Company, Executive shall not, without the express written consent of the Company, on Executive's own behalf or as owner, manager, stockholder (except as a holder of not more than one (1%) percent of the stock of a publicly held company), consultant, director, officer, partner, member, or employee engage, in any capacity, in Competitive Acts. "Competitive Acts" shall mean providing services or engaging in duties or responsibilities that are the same or substantially similar to any of the services performed by the Executive during the last two (2) years of Executive's employment with the Company for a business that provides, or is preparing to provide, any service that competes with any services provided by the Company during the last two (2) years of Executive's employment with the Company.

Signed and sealed this _____ day of _____ 20 ____.

Signed: _____

Name (print): _____

Exhibit B

Excluded Equity Awards

Award Type	Date of Grant	Granted
PRSU	11/14/16	4,000
Stock Option	11/14/16	6,000

SEVERANCE AGREEMENT

This Severance Agreement ("Agreement") is made as of the 17th day of March, 2020, (the "Effective Date") between CRA International, Inc., a Massachusetts corporation (the "Company"), and Jonathan D. Yellin (the "Executive").

WHEREAS, the Executive is the Company's Executive Vice President and General Counsel;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that it is in the best interests of the Company and its shareholders to provide certain benefits to the Executive in a termination event, including in connection with a Change in Control;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and continue until the Executive's employment with the Company is terminated in accordance with the provisions hereof (the "Term"). The Executive's employment with the Company will continue to be "at will," meaning that the Executive's employment may be terminated by the Company or the Executive at any time and for any reason subject to the terms of this Agreement.

2. Termination. During the Term, the Executive's employment may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment shall terminate upon his death.

(b) Disability. The Company may terminate the Executive's employment if he is disabled and unable to perform the essential functions of the Executive's then existing position or positions with any reasonable accommodation required by law for a period of 120 days (which need not be consecutive) in any 6-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with any reasonable accommodation required by law, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician mutually selected by the Company and the Executive (or the Executive's guardian) as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. The physician's determination of such issue shall be binding on the parties. Nothing in this Section 2(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment for Cause. For purposes of this Agreement, "Cause" shall mean: (i) any material breach by the Executive of any agreement to which the Executive and the Company (or any parent or subsidiary of the Company) are both parties, (ii) any act or omission by the Executive that is in material violation of any material policy of the Company (iii) the conviction of the Executive by a court of competent jurisdiction for (or plea by the Executive of no contest with respect to) felony criminal conduct or (iv) any material misconduct or material neglect of duties by the Executive in connection with the business or affairs of the Company (or any parent or subsidiary). Cause shall not exist hereunder unless the Company notifies the Executive in writing of the event claimed to constitute Cause not later than ninety (90) days after the Board has knowledge of the initial occurrence of an event claimed to give rise to a right to terminate for Cause and the Executive fails to remedy such event within thirty (30) days of the date of such notice (the "Remedy Period") (other than the event in clause (iii), which shall not be subject to remedy or the Remedy Period). The Company and the Executive agree that the definition of Cause set forth above shall apply to any other agreement between the Company and the Executive (whether entered into prior to or following the Effective Date) which contains such a cause definition, notwithstanding any other cause definition set forth in such other agreement.

(d) Termination Without Cause. The Company may terminate the Executive's employment at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 2(c) and does not result from the death or disability of the Executive under Section 2(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate his employment at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events without Executive's consent: (i) a material reduction in the Executive's duties, authorities or responsibilities as in effect on the Effective Date or a requirement that the Executive report to anyone other than the President or Chief Executive Officer ; (ii) a reduction in the Executive's annual base salary or annual bonus opportunity (other than an across-the-board reduction of not more than ten percent (10%) applicable to all senior executive officers which occurs prior to a Change in Control); (iii) a material reduction in Executive's benefits in the aggregate (other than an across-the-board reduction of benefit levels) from those provided to Executive as of the Effective Date; (iv) a relocation of Executive's principal place of employment out of the city of Boston, Massachusetts, (v) a material breach of any provision of this Agreement by the Company, (vi) the failure of the Company to have a successor entity specifically assume this Agreement within ten (10) business days after a Change in Control or (vii) the insolvency of the Company or the filing (by any party, including the Company) of a petition for bankruptcy with respect to the Company, which petition is not dismissed within 60 days. "Good Reason Process" shall mean that: (i) the Executive reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Executive notifies the Company in writing of the Good Reason condition not later than ninety (90) days after the initial occurrence of an event deemed to give rise to a right to terminate for Good Reason, and (iii) the Good Reason condition continues to exist thirty (30) days following delivery of such notice (the "Cure Period") (other than the event in clause (vii), which shall not be subject to cure or the Cure Period); and (v) the Executive terminates his employment within ninety (90) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, such Good Reason condition shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 2(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by his death, the date of his death; (ii) if the Executive's employment is terminated on account of disability under Section 2(b), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company for Cause under Section 2(c), the date on which Notice of Termination is given (after the end of the Remedy Period, provided not otherwise previously remedied); (iv) if the Executive's employment is terminated by reason of Retirement, 30 days after the date on which a Notice of Termination is given; (v) if the Executive's employment is terminated by the Company under Section 2(d), the date on which a Notice of Termination is given; (vi) if the Executive's employment is terminated by the Executive under Section 2(e) without Good Reason, 30 days after the date on which a Notice of Termination is given; and (vii) if the Executive's employment is terminated by the Executive under Section 2(e) with Good Reason, the date on which a Notice of Termination is given (after the end of the Cure Period, if applicable, provided not otherwise previously cured). Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally ask Executive not to physically return to the office, but such request by the Company shall not alter the Date of Termination set forth in Executive's Notice of Termination and Executive shall be entitled to and receive all compensation (including incentive compensation) earned and or paid through the termination date set forth in Executive's Notice of Termination and all stock options and stock awards shall (without limitation of the other provisions hereof) continue to vest through the termination date set forth in Executive's Notice of Termination.

3. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to his authorized representative or estate) (i) any base salary earned through the Date of Termination, unpaid expense reimbursements (subject to, and in accordance with, the policies and procedures then in effect and established by the Company for its executive officers) and unused vacation that accrued through the Date of Termination, such payments to be made on or before the time required by law but in no event more than 30 days after the Executive's Date of Termination; and (ii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (together with the amounts described in clause (i), the "Accrued Benefit").

(b) Termination by the Company Without Cause or by the Executive with Good Reason. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 2(d), or the Executive terminates his employment for Good Reason as provided in Section 2(e) and, in the case of clauses (i), (ii) and (iii) below, such termination is not a termination described in Section 4, then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the Executive signing a general release of claims and affirmation of restrictive covenants in favor of the Company and related persons and entities substantially in the form of Exhibit A attached hereto (the "Release and Affirmation") and the Release and Affirmation becoming irrevocable and fully effective within 60 days after the Date of Termination:

(i) subject to clause (iv) below, the Company shall pay the Executive the sum of (1) an amount equal to 1.0 times the sum of (A) the Executive's annual base salary and (B) the Executive's target bonus in effect immediately prior to the Date of Termination and (2) a pro-rata target annual cash bonus for the portion of the then-current year which has elapsed as of the Date of Termination, in each case calculated without giving effect to any reductions in annual base salary or target bonus following the Effective Date (the "Severance Amount");

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment for twelve (12) months or the Executive's COBRA health continuation period, whichever ends earlier, in an amount equal to the cost of COBRA continuation coverage (which amount shall not include any gross-up with respect to any taxes that may be owed with respect to such payment);

(iii) if the Executive was participating in the Company's group term life insurance plan immediately prior to the Date of Termination, then the Company shall pay to the Executive a monthly cash payment for twelve months in an amount equal to the monthly employer contribution that the Company would have made to provide such group term life insurance to the Executive if the Executive had remained employed by the Company; and

(iv) the amounts payable under Section 3(b)(i), (ii) and (iii) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over twelve months commencing within 60 days immediately following the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2); and

(v) notwithstanding anything to the contrary in any applicable option agreement or stock-based award agreement, any options, restricted stock units or other equity awards (hereinafter referred to as an "equity award") which are subject only to time-based vesting provisions, including for the avoidance of doubt, any equity awards for which a performance target has already been met and are immediately prior to the Date of Termination subject only to time-based vesting provisions (such awards, "Time-vested Awards") that were not vested immediately prior to the Date of Termination shall fully vest and, if applicable, settle upon such termination; and

(vi) notwithstanding anything to the contrary in any applicable equity award agreement, any equity award subject to performance-based vesting (such awards, "Performance Awards") shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company.

(c) Termination by the Company for Cause or by the Executive without Good Reason (other than Retirement). During the Term, if the Executive's employment is terminated by the Company for Cause as provided in Section 2(c), or the Executive terminates his employment without Good Reason (other than Retirement) as provided in Section 2(e), then the Company shall pay the Executive his Accrued Benefit and the Executive shall have no rights or claims against the Company except to receive the Accrued Benefit (except as provided in Section 7(c) if applicable) and all unvested equity awards shall be forfeited.

(d) Termination by Reason of Death or Disability. During the Term, if the Executive's employment is terminated by reason of death or the Company terminates the Executive due to Disability, (i) any outstanding Time-vested Awards shall fully vest and, if applicable, settle on the Date of Termination and (ii) any outstanding Performance Awards shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company.

(e) Termination by Reason of Retirement. During the Term, if the Executive's employment is terminated by reason of his Retirement, (i) any outstanding Time-vested Awards shall fully vest on the Date of Termination and (ii) any outstanding Performance Awards shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company. As used herein, "Retirement" shall mean the Executive's voluntary resignation of employment from the Company if, on the date of such resignation of employment, the Executive is at least 62 years of age with a minimum of at least ten years of continuous service in any capacity at the Company.

(f) Notwithstanding anything in this Agreement to the contrary, the equity awards listed on Exhibit B hereto shall be excluded from the equity awards covered by this Agreement, which equity awards were issued prior to November 2, 2017 and are entitled to "grandfathered" status under Section 162(m) the Internal Revenue Code of 1986, as amended (the "Code").

4. Change in Control.

(a) During the Term, if within twelve months immediately following a Change in Control, the Executive's employment is terminated by the Company without Cause as provided in Section 2(d) or the Executive terminates his employment for Good Reason as provided in Section 2(e), then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the signing of the Release by the Executive and the Release becoming irrevocable and fully effective and, if applicable, the Executive resigning as a member of the Board, then Executive shall receive:

(i) A lump sum payment equal to the sum of (1) 1.5 times the sum of (x) the Executive's annual base salary and (y) the Executive's target bonus in effect immediately prior to the Date of Termination and (2) a pro-rata target annual cash bonus for the portion of the then-current year which has elapsed as of the Date of Termination, in each case calculated without giving effect to any reductions on annual base salary or target bonus following the Effective Date; and

(ii) A lump sum payment equal to the compensation set forth in Sections 3(b)(ii) and 3(b)(iii).

(iii) the amounts payable under Section 4(a)(i) and (ii) shall be paid out in a lump sum within 60 days immediately following the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the amounts shall be paid in the second calendar year by the last day of such 60-day period.

(b) Notwithstanding anything to the contrary in any applicable equity award agreement (but without limitation of clause (v) of Section 3(b), which shall apply to a termination described in this Section 4), for any equity award that is not assumed by, or substituted for with a substantially equivalent award, by the surviving, continuing, successor, or purchasing corporation or other business entity or parent corporation thereof, as the case may be, with respect to the Change in Control, (x) if such equity award is a Time-Vested Award, it shall fully vest and, if applicable, be settled, immediately prior to the effective date of the Change in Control and (y) if such equity award is a Performance Award, its vesting (if any) shall be determined by: (i) truncating such Performance Award's performance period at the effective date of such Change in Control, (ii) adjusting such Performance Award's performance conditions for the truncated performance period, as determined by the Board in good faith, (iii) determining the amount payable on such Performance Award, as so adjusted, based on actual performance measured over the truncated performance period, and (iv) multiplying the amount determined by the foregoing clause (iii) by the percentage of the performance period that was completed as of immediately prior to the effective date of the Change in Control.

(c) Definition of Change in Control. For purposes of this Section 4, the term "Change in Control" shall have the meaning set forth in the Company's Amended and Restated 2006 Equity Plan, as in effect on the date hereof.

(d) Aggregate Payments. Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(e) After Tax Amount. For purposes of this Section 4, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(f) Accounting Firm. The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 4(d) shall be made by a nationally recognized accounting firm (other than an auditor who is the Company's then-existing independent public auditor or was such auditor in connection with a periodic report filed within the prior six (6) months) selected by the Company prior to a Change in Control (the "Accounting Firm") at the Company's expense, which determination shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

5. Section 409A.

(a) Specified Employee. Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death, and in no event will interest be paid with respect to any such delay. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) In-Kind Benefits. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in any event shall be paid within 30 days of the date that Executive's expense report is submitted. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) Non-qualified Deferred Compensation. To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code: (i) to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service," and the determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h); and (ii) no Change in Control shall be deemed to have occurred unless the applicable event meets the definition of a change in control event pursuant to Treasury Regulation Section 1.409A-3(i)(5).

(d) Compliance with Section 409A. The parties intend that payments and benefits provided under or pursuant to this Agreement will be exempt from or comply with the requirements of Section 409A of the Code and that the Agreement shall be administered in accordance with such intention. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code (where applicable), the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2), and in the case of amounts payable under this Agreement that may be treated as payable in the form of "a series of installment payments," as defined in Treasury Regulation Section 1.409A-2(b)(2)(iii), the right to receive such payments shall be treated as a right to receive a series of separate payments for purposes of such Treasury Regulation. If any provision of this Agreement provides for payment within a time period, the determination of when such payment shall be made within such time period shall be solely in the discretion of the Company, provided however that if the period for providing a Release with respect to such payment spans two calendar years, no payment shall be made until the second calendar year. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) No Representation. The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

6. Confidential Information.

(a) The Executive agrees not to disclose Confidential Information or Trade Secrets (as both are defined below) to anyone outside of the Company, either during the Executive's employment or subsequent to the Date of Termination, subject to the exceptions enumerated below. The Executive shall also only disclose Confidential Information and Trade Secrets to Company employees and affiliated consultants on a "need to know" basis, and the Executive shall comply with the Company's "firewall" procedures applicable and made known to the Executive from time to time.

(b) For purposes of this Agreement, "Confidential Information" for both the Company and clients of the Company shall mean: (i) financial and business information, such as information relating to costs, commissions, fees, profits, sales, sales margins, capital structure, operating results, borrowing arrangements, strategies and plans for future business, pending projects and proposals, and potential acquisitions or divestitures; (ii) product and technical information, such as product formulations, new and innovative product ideas, new business development, sketches, plans, drawings, prototypes, methods, procedures, data processing programs, software, software codes, computer models, and research and development projects; (iii) marketing information, marketing ideas, prospective markets and practices, business development activities and ideas, mailing lists, recruiting information, the identity of the Company's clients, client names and addresses and other contact information, client lists, the names of representatives of clients responsible for entering into contracts with the Company, the financial arrangements between the Company and such clients, specific client needs and requirements, and leads and referrals to potential clients, and other non-public information concerning clients or potential clients; (iv) personnel and recruiting information, such as the identity of and contact information for a consultant or recruit of the Company, their compensation, benefits, skills, qualifications, and abilities; and (v) any information which Executive has been told is confidential or which Executive might reasonably expect the Company would regard as confidential, or any information which has been given to the Company in confidence by clients or other persons. "Trade Secrets" are items of Confidential Information that meet the requirements of applicable state and federal trade secret law. Executive acknowledges and agrees that the Confidential Information and Trade Secrets are not generally known or available to the general public, but have been developed, compiled or acquired by the Company or its clients at their great effort and expense. Executive further acknowledges and agrees that the Confidential Information and Trade Secrets are owned by the Company (or its clients), are secret, are the subject of reasonable efforts by the Company to keep them secret, and have value because of their secrecy. Confidential Information and Trade Secrets can be in any form: oral, written or machine readable, including electronic files.

(c) The Company agrees that the Executive's obligation not to disclose Confidential Information or Trade Secrets is subject to the following exceptions: (i) any information that is generally known or available to the public; (ii) any information that the Company or a client of the Company has disclosed to a third party, where the effect of such disclosure is to make the information public; (iii) any information that the Company's General Counsel or a client of the Company has authorized the Executive in writing to disclose; (iv) any information belonging to the Company or a client of the Company that the Company or a client of the Company has requested the Executive disclose in the course of the Executive's work for the Company; and (v) if requested to be disclosed by an order of a court or other administrative body, provided however, that the Executive gives prompt notice of such request to the Company's General Counsel prior to such disclosure so that the Company can take any appropriate action it deems necessary to limit or implement such disclosure. Nothing in this Agreement prohibits the Executive from discussion of or disclosing wages or other terms and conditions of employment for any purposes protected under federal labor law to the extent applicable.

(d) Pursuant to 18 U.S.C. § 1833(b), the Executive understands that he will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company that (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to his 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 that is filed under seal in a lawsuit or other proceeding. The Executive understands that if he files a lawsuit for retaliation by the Company for reporting a suspected violation of law, he may disclose the trade secret to his attorney and use the trade secret information in the court proceeding if he (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, or any other agreement that the Executive has with the Company, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in this Agreement or any other agreement or arrangement that Executive has with the Company shall prohibit or restrict the Executive from making any voluntary disclosure of information or documents to any governmental agency or legislative body, any self-regulatory organization, the Legal Department of the Company, and/or pursuant to the Dodd-Frank Act or Sarbanes-Oxley Act without prior notice to the Company.

7. Non-Solicitation and Non-Competition.

(a) Definitions and Acknowledgements.

(i) The Executive understands and acknowledges that, during the course of the Executive's employment with the Company, the Executive will be given access to and will help develop Confidential Information and Trade Secrets, which if such Confidential Information and Trade Secrets were released to the general public or to a competitor, would place the Company at an unfair disadvantage with its competitors. The Executive further understands that the Executive's position with the Company may require the Executive to interact with, cultivate, and maintain relationships with the Company's customers, prospective customers, vendors and suppliers. Therefore, the Executive agrees that the restrictions set forth in this Section 7 are necessary in order to protect the Company's Confidential Information, Trade Secrets and good will.

(ii) The Executive acknowledges and agrees that the Company's agreement to make payments to the Executive contained in Sections 3 and 4 that the Executive is not otherwise entitled to as a matter of law constitutes fair and reasonable consideration for his agreement to be bound by the non-competition and non-solicitation obligations set forth in this Section 7.

(iii) As used in this Agreement, the "Restricted Period" means during the Term and for a period of twelve (12) months following the Date of Termination.

(iv) As used in this Agreement, "Competitive Acts" shall mean providing services and/or engaging in duties and responsibilities that are the same or substantially similar to any of the services, duties and/or responsibilities in which Executive engaged during the last two years of the Term for a Competing Business.

(v) As used in this Agreement, "Competing Business" means any business that provides or is preparing to provide any service that competes with those of the Company provided during the last two (2) years of the Term.

(vi) As used in this Agreement, "Covered Client" means a customer (person or entity) of the Company, including any lawyer, law firm, or other intermediary, and the ultimate client of such lawyer, law firm or intermediary (e.g., the entity that retained a law firm that then retained the Executive's services), that Executive had business-related contact with or access to Confidential Information about during the last two (2) years of the Term.

(b) Non-Solicitation. Executive agrees that during the Restricted Period, Executive will not directly or indirectly: (i) communicate with, solicit, induce or otherwise attempt to influence any person who the Company employs or otherwise has engaged to perform services, including but not limited to, any employees, affiliated independent consultants, contractors or subcontractors, with whom Executive worked or had knowledge about through Executive's employment, to leave the employ of or discontinue services to the Company; (ii) solicit, call upon, induce, divert or take away any Covered Client, accept an offer from any Covered Client to provide services similar to the services the Company performed for the Covered Client, or market services similar to the services the Company performed for the Covered Client to any Company Client; and/or (iii) contact by any method written or oral (e.g., email, text, social media sites or applications, or similar communication) any clients or prospective clients of the Company to inform such parties of any new or future employment or consulting positions taken up by Executive, which includes, but is not limited to, notice of address change, new employment position, new consulting position or similar information without the express prior written permission of the Company's General Counsel.

(c) Non-Competition. During the Restricted Period, Executive shall not, directly or indirectly, without the express written consent of the Company, on Executive's own behalf or as owner, manager, stockholder (except as a holder of not more than one (1%) percent of the stock of a publicly held company), consultant, director, officer, partner, member, or employee, engage in Competitive Acts. Executive understands that, unless Executive's obligations under this Section 7(c) are waived by the Company within fifteen (15) business days following the Date of Termination or Executive violates the terms of this Agreement, the Company will (without limitation of its other obligations hereunder), pay Executive, from the Date of Termination to the end of the Restricted Period, as part of its regular payroll process, an amount equal to fifty percent (50%) of Executive's highest annualized base salary paid to Executive by the Company within the two (2) years preceding the termination of Executive's employment with the Company (such payments, the "Non-Compete Payments"). Notwithstanding the foregoing, Executive acknowledges and understands that the obligations under this Section 7(c), including the Company's obligations to make the Non-Compete Payments, shall only apply in the event that (i) the Company terminates Executive's employment for Cause or (ii) Executive terminates Executive's employment without Good Reason (other than in connection with a termination by reason of Retirement).

8. Return of Property. On the Date of Termination, or at any other time upon request of the Company, Executive will promptly return or destroy any and all customer or prospective customer, or client or prospective client, lists, information or related materials, computer programs, software, electronic data, specifications, drawings, blueprints, data storage devices, reproductions, sketches, notes, notebooks, memoranda, reports, records, proposals, business plans, or copies of them, other documents or materials, tools, equipment, or other property belonging to the Company or its customers which Executive may then possess or have under Executive's control. Executive further agrees that after the Date of Termination Executive will not take with Executive any documents or data in any form or of any description containing or pertaining to Confidential Information or Trade Secrets.

9. Mutual Non-Disparagement. Subject to Section 6(d), Executive hereby covenants to the Company and agrees that Executive shall not, directly or indirectly, make or solicit or encourage others to make or solicit any disparaging remarks concerning the Company or any of their current or former officers, directors, employees, or any of its products, services, businesses or activities. The Company acting by formal statement or through its officers or directors (while serving in such capacities), will not, directly or indirectly, make or solicit or encourage others to make or solicit any disparaging remarks concerning Executive; provided that the foregoing shall not be violated by good faith statements made (x) to the Board (or a committee thereof), officers, or directors by officers, directors or other service providers of the Company in connection with the review of Executive's employment or performance or (y) by Executive in connection with Executive's review of the performance of officers or other service providers of the Company. Notwithstanding the foregoing, nothing herein shall prohibit or restrict any person from providing statements or information that such person believes in good faith to be necessary or advisable in connection with (i) any legal or administrative proceeding or investigation or (ii) a party's compliance with any legal or regulatory obligations.

10. Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in Boston, Massachusetts in accordance with the Employment Dispute Resolution Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 10 shall be specifically enforceable. Notwithstanding the foregoing, this Section 10 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 10.

11. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 10 of this Agreement, the parties hereby consent to the jurisdiction of the Superior Court of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

12. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter.

13. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

14. Successor to the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, heirs, distributees, devisees and legatees. In the event of the Executive's death after his termination of employment but prior to the completion by the Company of all payments due to him under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to his death (or to his estate, if the Executive fails to make such designation).

15. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

17. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

18. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested or transmitted by electronic mail, to the Executive at the last address or email address that the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

19. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

20. Governing Law. This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles thereof.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

22. Successor to Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no succession had taken place. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness of any succession shall be a material breach of this Agreement.

23. Gender Neutral. Wherever used herein, a pronoun in the masculine or feminine gender shall be considered as including the opposite gender as well unless the context clearly indicates otherwise.

24. Acknowledgements. Executive acknowledges that Executive has been advised to and has been given the opportunity to consult with legal counsel for the purposes of reviewing this Agreement, including the non-competition and non-solicitation covenants contained herein. Executive further acknowledges that Executive has been given ten (10) business days to consider the terms of this Agreement. If Executive executes this Agreement prior to the end of the 10 business day period, Executive agrees and acknowledges that Executive's execution was knowing and voluntary waiver of Executive's right to consider this Agreement for the full 10 business day period.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

CRA INTERNATIONAL, INC.

By: /s/ Paul A. Maleh
Name: Paul A. Maleh
Title: President and Chief Executive Officer

EXECUTIVE

/s/ Jonathan D. Yellin
Jonathan D. Yellin

Exhibit A

Form of Release and Affirmation

1. **Release of Claims.** For good and valuable consideration, including without limitation the compensation and benefits set forth in the Severance Agreement (the "Agreement") dated _____, 2020 between Jonathan D. Yellin ("Executive") and CRA International, Inc., a Massachusetts corporation (the "Company"), Executive, on behalf of and for himself herself and his or her heirs, administrators, executors, representatives, estates, attorneys, insurers, successors and assigns (hereafter referred to separately and collectively as the "Releasor"), hereby voluntarily releases and forever discharges the Company, and its subsidiaries (direct and indirect), affiliates, related companies, divisions, predecessor and successor companies, and each of its and their present, former, and future shareholders, officers, directors, employees, agents, representatives, attorneys, insurers and assigns (collectively as "Releasees"), jointly and individually, from any and all actions, causes of action, claims, suits, charges, complaints, contracts, covenants, agreements, promises, debts, accounts, damages, losses, sums of money, obligations, demands, and judgments all of any kind whatsoever, known or unknown, at law or in equity, in tort, contract, by statute, or on any other basis, for contractual, compensatory, punitive or other damages, expenses (including attorney's fees and cost), reimbursements, or costs of any kind, which Executive ever had, now has, or may have, from the beginning of the world to the date of this Release, known or unknown, in law or equity, whether statutory or common law, whether federal, state, local or otherwise, including but not limited to any and all claims arising out of or in any way related to the undersigned's engagement by the Company (including the hiring or termination of that engagement), or any related matters including, but not limited to claims, if any, arising under the Age Discrimination in Employment Act of 1967, as amended by the Older Worker Benefits Protection Act; the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991, as amended; the Family and Medical Leave Act of 1993, as amended; the Immigration Reform and Control Act of 1986; the Americans with Disabilities Act of 1990, as amended; the Employee Retirement Income Security Act (ERISA), as amended; Mass. Gen. L. c. 151B, section 1 et seq.; Mass. Gen. L. c. 149, section 1 et seq.; Mass. Gen. L. c. 151, section 1A et seq.; and federal, state or local common law, laws, statutes, ordinances or regulations. Notwithstanding the foregoing, nothing contained in this General Release and Waiver of Claims shall be construed to release or bar any claim by the undersigned to enforce the terms of the Agreement and Executive is not releasing claims for accrued, vested benefits under any employee benefit plan of the Company or an affiliate or any continuing rights to indemnification by the Company or any affiliate (regardless of the source of such rights) and any claims or rights that cannot be waived by law.

Releasor represents and acknowledges the following:

(a) that Releasor understands the various claims Releasor could have asserted under federal or state law, including but not limited to the Age Discrimination in Employment Act and other similar laws;

(b) that Releasor has read this General Release carefully and understands all of its provisions;

(c) that Releasor understands that Releasor has the right to and is advised to consult an attorney concerning this General Release and in particular the waiver of rights Releasor might have under the laws described herein and that to the extent, if any, that Releasor desired, Releasor availed himself or herself of this right;

(d) that Releasor has been provided at least twenty one (21) or forty-five (45) in the case of a group termination days to consider whether to sign this General Release and that to the extent Releasor has signed this General Release before the expiration of such twenty-one (21) forty-five (45) day period Releasor has done so knowingly and willingly;

(e) that Releasor enters into this General Release and waives any claims knowingly and willingly; and

(f) that this General Release shall become effective seven (7) business days after it is signed. Releasor may revoke this General Release within seven (7) business days after it is signed by delivering a written notice of rescission to Jonathan Yellin, Executive Vice President and General Counsel, c/o CRA International, 200 Clarendon Street, Boston, MA 02116. To be effective, the notice of rescission must be hand delivered, or postmarked within the seven (7) business day period and sent by certified mail, return receipt requested, to the referenced address.

2. Affirmation. Executive acknowledges that Executive remains bound by Executive's obligations set forth in Sections 6, 7(a), 7(b), 8, 9, 10 and 11 of the Agreement in accordance with their terms.

3. Non-Competition. Executive agrees that, for a period of one (1) year following the termination of Executive's employment with the Company, Executive shall not, without the express written consent of the Company, on Executive's own behalf or as owner, manager, stockholder (except as a holder of not more than one (1%) percent of the stock of a publicly held company), consultant, director, officer, partner, member, or employee engage, in any capacity, in Competitive Acts. "Competitive Acts" shall mean providing services or engaging in duties or responsibilities that are the same or substantially similar to any of the services performed by the Executive during the last two (2) years of Executive's employment with the Company for a business that provides, or is preparing to provide, any service that competes with any services provided by the Company during the last two (2) years of Executive's employment with the Company.

Signed and sealed this ____ day of _____ 20____.

Signed: _____

Name (print): _____

Exhibit B

Excluded Equity Awards

NONE

SEVERANCE AGREEMENT

This Severance Agreement ("Agreement") is made as of the 17th day of March, 2020, between CRA International, Inc., a Massachusetts corporation (the "Company"), and Daniel K. Mahoney (the "Executive").

WHEREAS, the Executive has been appointed the Company's Chief Financial Officer and Treasurer effective on the date he commences his employment with the Company (such commencement date referred to herein as the "Effective Date");

WHEREAS, the Board of Directors of the Company (the "Board") has determined that it is in the best interests of the Company and its shareholders to provide certain benefits to the Executive in a termination event, including in connection with a Change in Control;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and continue until the Executive's employment with the Company is terminated in accordance with the provisions hereof (the "Term"). The Executive's employment with the Company will continue to be "at will," meaning that the Executive's employment may be terminated by the Company or the Executive at any time and for any reason subject to the terms of this Agreement.

2. Termination. During the Term, the Executive's employment may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment shall terminate upon his death.

(b) Disability. The Company may terminate the Executive's employment if he is disabled and unable to perform the essential functions of the Executive's then existing position or positions with any reasonable accommodation required by law for a period of 120 days (which need not be consecutive) in any 6-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with any reasonable accommodation required by law, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician mutually selected by the Company and the Executive (or the Executive's guardian) as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. The physician's determination of such issue shall be binding on the parties. Nothing in this Section 2(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment for Cause. For purposes of this Agreement, "Cause" shall mean: (i) any material breach by the Executive of any agreement to which the Executive and the Company (or any parent or subsidiary of the Company) are both parties, (ii) any act or omission by the Executive that is in material violation of any material policy of the Company (iii) the conviction of the Executive by a court of competent jurisdiction for (or plea by the Executive of no contest with respect to) felony criminal conduct or (iv) any material misconduct or material neglect of duties by the Executive in connection with the business or affairs of the Company (or any parent or subsidiary). Cause shall not exist hereunder unless the Company notifies the Executive in writing of the event claimed to constitute Cause not later than ninety (90) days after the Board has knowledge of the initial occurrence of an event claimed to give rise to a right to terminate for Cause and the Executive fails to remedy such event within thirty (30) days of the date of such notice (the "Remedy Period") (other than the event in clause (iii), which shall not be subject to remedy or the Remedy Period). The Company and the Executive agree that the definition of Cause set forth above shall apply to any other agreement between the Company and the Executive (whether entered into prior to or following the Effective Date) which contains such a cause definition, notwithstanding any other cause definition set forth in such other agreement.

(d) Termination Without Cause. The Company may terminate the Executive's employment at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 2(c) and does not result from the death or disability of the Executive under Section 2(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate his employment at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events without Executive's consent: (i) a material reduction in the Executive's duties, authorities or responsibilities as in effect on the Effective Date or a requirement that the Executive report to anyone other than the President or Chief Executive Officer ; (ii) a reduction in the Executive's annual base salary or annual bonus opportunity (other than an across-the-board reduction of not more than ten percent (10%) applicable to all senior executive officers which occurs prior to a Change in Control); (iii) a material reduction in Executive's benefits in the aggregate (other than an across-the-board reduction of benefit levels) from those provided to Executive as of the Effective Date; (iv) a relocation of Executive's principal place of employment out of the city of Boston, Massachusetts, (v) a material breach of any provision of this Agreement by the Company, (vi) the failure of the Company to have a successor entity specifically assume this Agreement within ten (10) business days after a Change in Control or (vii) the insolvency of the Company or the filing (by any party, including the Company) of a petition for bankruptcy with respect to the Company, which petition is not dismissed within 60 days. "Good Reason Process" shall mean that: (i) the Executive reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Executive notifies the Company in writing of the Good Reason condition not later than ninety (90) days after the initial occurrence of an event deemed to give rise to a right to terminate for Good Reason, and (iii) the Good Reason condition continues to exist thirty (30) days following delivery of such notice (the "Cure Period") (other than the event in clause (vii), which shall not be subject to cure or the Cure Period); and (v) the Executive terminates his employment within ninety (90) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, such Good Reason condition shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 2(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by his death, the date of his death; (ii) if the Executive's employment is terminated on account of disability under Section 2(b), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company for Cause under Section 2(c), the date on which Notice of Termination is given (after the end of the Remedy Period, provided not otherwise previously remedied); (iv) if the Executive's employment is terminated by reason of Retirement, 30 days after the date on which a Notice of Termination is given; (v) if the Executive's employment is terminated by the Company under Section 2(d), the date on which a Notice of Termination is given; (vi) if the Executive's employment is terminated by the Executive under Section 2(e) without Good Reason, 30 days after the date on which a Notice of Termination is given; and (vii) if the Executive's employment is terminated by the Executive under Section 2(e) with Good Reason, the date on which a Notice of Termination is given (after the end of the Cure Period, if applicable, provided not otherwise previously cured). Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally ask Executive not to physically return to the office, but such request by the Company shall not alter the Date of Termination set forth in Executive's Notice of Termination and Executive shall be entitled to and receive all compensation (including incentive compensation) earned and or paid through the termination date set forth in Executive's Notice of Termination and all stock options and stock awards shall (without limitation of the other provisions hereof) continue to vest through the termination date set forth in Executive's Notice of Termination.

3. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to his authorized representative or estate) (i) any base salary earned through the Date of Termination, unpaid expense reimbursements (subject to, and in accordance with, the policies and procedures then in effect and established by the Company for its executive officers) and unused vacation that accrued through the Date of Termination, such payments to be made on or before the time required by law but in no event more than 30 days after the Executive's Date of Termination; and (ii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (together with the amounts described in clause (i), the "Accrued Benefit").

(b) Termination by the Company Without Cause or by the Executive with Good Reason. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 2(d), or the Executive terminates his employment for Good Reason as provided in Section 2(e) and, in the case of clauses (i), (ii) and (iii) below, such termination is not a termination described in Section 4, then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the Executive signing a general release of claims and affirmation of restrictive covenants in favor of the Company and related persons and entities substantially in the form of Exhibit A attached hereto (the "Release and Affirmation") and the Release and Affirmation becoming irrevocable and fully effective within 60 days after the Date of Termination:

(i) subject to clause (iv) below, the Company shall pay the Executive the sum of (1) an amount equal to 1.0 times the sum of (A) the Executive's annual base salary and (B) the Executive's target cash bonus in effect immediately prior to the Date of Termination and (2) a pro-rata target annual cash bonus for the portion of the then-current year which has elapsed as of the Date of Termination, in each case calculated without giving effect to any reductions in annual base salary or target bonus following the Effective Date (the "Severance Amount");

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment for twelve (12) months or the Executive's COBRA health continuation period, whichever ends earlier, in an amount equal to the cost of COBRA continuation coverage (which amount shall not include any gross-up with respect to any taxes that may be owed with respect to such payment);

(iii) if the Executive was participating in the Company's group term life insurance plan immediately prior to the Date of Termination, then the Company shall pay to the Executive a monthly cash payment for twelve months in an amount equal to the monthly employer contribution that the Company would have made to provide such group term life insurance to the Executive if the Executive had remained employed by the Company; and

(iv) the amounts payable under Section 3(b)(i), (ii) and (iii) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over twelve months commencing within 60 days immediately following the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2); and

(v) notwithstanding anything to the contrary in any applicable option agreement or stock-based award agreement, any options, restricted stock units or other equity awards (hereinafter referred to as an "equity award") which are subject only to time-based vesting provisions, including for the avoidance of doubt, any equity awards for which a performance target has already been met and are immediately prior to the Date of Termination subject only to time-based vesting provisions (such awards, "Time-vested Awards") that were not vested immediately prior to the Date of Termination shall fully vest and, if applicable, settle upon such termination; and

(vi) notwithstanding anything to the contrary in any applicable equity award agreement, any equity award subject to performance-based vesting (such awards, "Performance Awards") shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company.

(c) Termination by the Company for Cause or by the Executive without Good Reason (other than Retirement). During the Term, if the Executive's employment is terminated by the Company for Cause as provided in Section 2(c), or the Executive terminates his employment without Good Reason (other than Retirement) as provided in Section 2(e), then the Company shall pay the Executive his Accrued Benefit and the Executive shall have no rights or claims against the Company except to receive the Accrued Benefit (except as provided in Section 7(c) if applicable) and all unvested equity awards shall be forfeited.

(d) Termination by Reason of Death or Disability. During the Term, if the Executive's employment is terminated by reason of death or the Company terminates the Executive due to Disability, (i) any outstanding Time-vested Awards shall fully vest and, if applicable, settle on the Date of Termination and (ii) any outstanding Performance Awards shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company.

(e) Termination by Reason of Retirement. During the Term, if the Executive's employment is terminated by reason of his Retirement, (i) any outstanding Time-vested Awards shall fully vest on the Date of Termination and (ii) any outstanding Performance Awards shall remain outstanding through the applicable performance period and, at the end of the applicable performance period, the Performance Award shall vest and be settled based on the actual performance during the performance period (with (1) any time-based vesting that may be applicable in addition to the performance-based vesting treated as fully satisfied upon the expiration of the performance period and (2) any individual performance metrics applicable to the Executive deemed achieved at the target level of performance); and any portion of such Performance Award that does not vest based on actual performance during the performance period shall be immediately forfeited and cancelled by the Company. As used herein, "Retirement" shall mean the Executive's voluntary resignation of employment from the Company if, on the date of such resignation of employment, the Executive is at least 62 years of age with a minimum of at least ten years of continuous service in any capacity at the Company.

(f) Notwithstanding anything in this Agreement to the contrary, the equity awards listed on Exhibit B hereto shall be excluded from the equity awards covered by this Agreement, which equity awards were issued prior to November 2, 2017 and are entitled to "grandfathered" status under Section 162(m) the Internal Revenue Code of 1986, as amended (the "Code").

4. Change in Control.

(a) During the Term, if within twelve months immediately following a Change in Control, the Executive's employment is terminated by the Company without Cause as provided in Section 2(d) or the Executive terminates his employment for Good Reason as provided in Section 2(e), then the Company shall pay the Executive his Accrued Benefit. In addition, subject to the signing of the Release by the Executive and the Release becoming irrevocable and fully effective and, if applicable, the Executive resigning as a member of the Board, then Executive shall receive:

(i) A lump sum payment equal to the sum of (1) 1.5 times the sum of (x) the Executive's annual base salary and (y) the Executive's target bonus in effect immediately prior to the Date of Termination and (2) a pro-rata target annual cash bonus for the portion of the then-current year which has elapsed as of the Date of Termination, in each case calculated without giving effect to any reductions on annual base salary or target bonus following the Effective Date; and

(ii) A lump sum payment equal to the compensation set forth in Sections 3(b)(ii) and 3(b)(iii).

(iii) the amounts payable under Section 4(a)(i) and (ii) shall be paid out in a lump sum within 60 days immediately following the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the amounts shall be paid in the second calendar year by the last day of such 60-day period.

(b) Notwithstanding anything to the contrary in any applicable equity award agreement (but without limitation of clause (v) of Section 3(b), which shall apply to a termination described in this Section 4), for any equity award that is not assumed by, or substituted for with a substantially equivalent award, by the surviving, continuing, successor, or purchasing corporation or other business entity or parent corporation thereof, as the case may be, with respect to the Change in Control, (x) if such equity award is a Time-Vested Award, it shall fully vest and, if applicable, be settled, immediately prior to the effective date of the Change in Control and (y) if such equity award is a Performance Award, its vesting (if any) shall be determined by: (i) truncating such Performance Award's performance period at the effective date of such Change in Control, (ii) adjusting such Performance Award's performance conditions for the truncated performance period, as determined by the Board in good faith, (iii) determining the amount payable on such Performance Award, as so adjusted, based on actual performance measured over the truncated performance period, and (iv) multiplying the amount determined by the foregoing clause (iii) by the percentage of the performance period that was completed as of immediately prior to the effective date of the Change in Control.

(c) Definition of Change in Control. For purposes of this Section 4, the term "Change in Control" shall have the meaning set forth in the Company's Amended and Restated 2006 Equity Plan, as in effect on the date hereof.

(d) Aggregate Payments. Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(e) After Tax Amount. For purposes of this Section 4, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(f) Accounting Firm. The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 4(d) shall be made by a nationally recognized accounting firm (other than an auditor who is the Company's then-existing independent public auditor or was such auditor in connection with a periodic report filed within the prior six (6) months) selected by the Company prior to a Change in Control (the "Accounting Firm") at the Company's expense, which determination shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

5. Section 409A.

(a) Specified Employee. Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death, and in no event will interest be paid with respect to any such delay. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) In-Kind Benefits. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in any event shall be paid within 30 days of the date that Executive's expense report is submitted. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) Non-qualified Deferred Compensation. To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code: (i) to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service," and the determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h); and (ii) no Change in Control shall be deemed to have occurred unless the applicable event meets the definition of a change in control event pursuant to Treasury Regulation Section 1.409A-3(i)(5).

(d) Compliance with Section 409A. The parties intend that payments and benefits provided under or pursuant to this Agreement will be exempt from or comply with the requirements of Section 409A of the Code and that the Agreement shall be administered in accordance with such intention. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code (where applicable), the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2), and in the case of amounts payable under this Agreement that may be treated as payable in the form of "a series of installment payments," as defined in Treasury Regulation Section 1.409A-2(b)(2)(iii), the right to receive such payments shall be treated as a right to receive a series of separate payments for purposes of such Treasury Regulation. If any provision of this Agreement provides for payment within a time period, the determination of when such payment shall be made within such time period shall be solely in the discretion of the Company, provided however that if the period for providing a Release with respect to such payment spans two calendar years, no payment shall be made until the second calendar year. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) No Representation. The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

6. Confidential Information.

(a) The Executive agrees not to disclose Confidential Information or Trade Secrets (as both are defined below) to anyone outside of the Company, either during the Executive's employment or subsequent to the Date of Termination, subject to the exceptions enumerated below. The Executive shall also only disclose Confidential Information and Trade Secrets to Company employees and affiliated consultants on a "need to know" basis, and the Executive shall comply with the Company's "firewall" procedures applicable and made known to the Executive from time to time.

(b) For purposes of this Agreement, "Confidential Information" for both the Company and clients of the Company shall mean: (i) financial and business information, such as information relating to costs, commissions, fees, profits, sales, sales margins, capital structure, operating results, borrowing arrangements, strategies and plans for future business, pending projects and proposals, and potential acquisitions or divestitures; (ii) product and technical information, such as product formulations, new and innovative product ideas, new business development, sketches, plans, drawings, prototypes, methods, procedures, data processing programs, software, software codes, computer models, and research and development projects; (iii) marketing information, marketing ideas, prospective markets and practices, business development activities and ideas, mailing lists, recruiting information, the identity of the Company's clients, client names and addresses and other contact information, client lists, the names of representatives of clients responsible for entering into contracts with the Company, the financial arrangements between the Company and such clients, specific client needs and requirements, and leads and referrals to potential clients, and other non-public information concerning clients or potential clients; (iv) personnel and recruiting information, such as the identity of and contact information for a consultant or recruit of the Company, their compensation, benefits, skills, qualifications, and abilities; and (v) any information which Executive has been told is confidential or which Executive might reasonably expect the Company would regard as confidential, or any information which has been given to the Company in confidence by clients or other persons. "Trade Secrets" are items of Confidential Information that meet the requirements of applicable state and federal trade secret law. Executive acknowledges and agrees that the Confidential Information and Trade Secrets are not generally known or available to the general public, but have been developed, compiled or acquired by the Company or its clients at their great effort and expense. Executive further acknowledges and agrees that the Confidential Information and Trade Secrets are owned by the Company (or its clients), are secret, are the subject of reasonable efforts by the Company to keep them secret, and have value because of their secrecy. Confidential Information and Trade Secrets can be in any form: oral, written or machine readable, including electronic files.

(c) The Company agrees that the Executive's obligation not to disclose Confidential Information or Trade Secrets is subject to the following exceptions: (i) any information that is generally known or available to the public; (ii) any information that the Company or a client of the Company has disclosed to a third party, where the effect of such disclosure is to make the information public; (iii) any information that the Company's General Counsel or a client of the Company has authorized the Executive in writing to disclose; (iv) any information belonging to the Company or a client of the Company that the Company or a client of the Company has requested the Executive disclose in the course of the Executive's work for the Company; and (v) if requested to be disclosed by an order of a court or other administrative body, provided however, that the Executive gives prompt notice of such request to the Company's General Counsel prior to such disclosure so that the Company can take any appropriate action it deems necessary to limit or implement such disclosure. Nothing in this Agreement prohibits the Executive from discussion of or disclosing wages or other terms and conditions of employment for any purposes protected under federal labor law to the extent applicable.

(d) Pursuant to 18 U.S.C. § 1833(b), the Executive understands that he will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company that (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to his 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 that is filed under seal in a lawsuit or other proceeding. The Executive understands that if he files a lawsuit for retaliation by the Company for reporting a suspected violation of law, he may disclose the trade secret to his attorney and use the trade secret information in the court proceeding if he (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, or any other agreement that the Executive has with the Company, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in this Agreement or any other agreement or arrangement that Executive has with the Company shall prohibit or restrict the Executive from making any voluntary disclosure of information or documents to any governmental agency or legislative body, any self-regulatory organization, the Legal Department of the Company, and/or pursuant to the Dodd-Frank Act or Sarbanes-Oxley Act without prior notice to the Company.

7. Non-Solicitation and Non-Competition.

(a) Definitions and Acknowledgements.

(i) The Executive understands and acknowledges that, during the course of the Executive's employment with the Company, the Executive will be given access to and will help develop Confidential Information and Trade Secrets, which if such Confidential Information and Trade Secrets were released to the general public or to a competitor, would place the Company at an unfair disadvantage with its competitors. The Executive further understands that the Executive's position with the Company may require the Executive to interact with, cultivate, and maintain relationships with the Company's customers, prospective customers, vendors and suppliers. Therefore, the Executive agrees that the restrictions set forth in this Section 7 are necessary in order to protect the Company's Confidential Information, Trade Secrets and good will.

(ii) The Executive acknowledges and agrees that the Company's agreement to make payments to the Executive contained in Sections 3 and 4 that the Executive is not otherwise entitled to as a matter of law constitutes fair and reasonable consideration for his agreement to be bound by the non-competition and non-solicitation obligations set forth in this Section 7.

(iii) As used in this Agreement, the "Restricted Period" means during the Term and for a period of twelve (12) months following the Date of Termination.

(iv) As used in this Agreement, "Competitive Acts" shall mean providing services and/or engaging in duties and responsibilities that are the same or substantially similar to any of the services, duties and/or responsibilities in which Executive engaged during the last two years of the Term for a Competing Business.

(v) As used in this Agreement, "Competing Business" means any business that provides or is preparing to provide any service that competes with those of the Company provided during the last two (2) years of the Term.

(vi) As used in this Agreement, "Covered Client" means a customer (person or entity) of the Company, including any lawyer, law firm, or other intermediary, and the ultimate client of such lawyer, law firm or intermediary (e.g., the entity that retained a law firm that then retained the Executive's services), that Executive had business-related contact with or access to Confidential Information about during the last two (2) years of the Term.

(b) Non-Solicitation. Executive agrees that during the Restricted Period, Executive will not directly or indirectly: (i) communicate with, solicit, induce or otherwise attempt to influence any person who the Company employs or otherwise has engaged to perform services, including but not limited to, any employees, affiliated independent consultants, contractors or subcontractors, with whom Executive worked or had knowledge about through Executive's employment, to leave the employ of or discontinue services to the Company; (ii) solicit, call upon, induce, divert or take away any Covered Client, accept an offer from any Covered Client to provide services similar to the services the Company performed for the Covered Client, or market services similar to the services the Company performed for the Covered Client to any Company Client; and/or (iii) contact by any method written or oral (e.g., email, text, social media sites or applications, or similar communication) any clients or prospective clients of the Company to inform such parties of any new or future employment or consulting positions taken up by Executive, which includes, but is not limited to, notice of address change, new employment position, new consulting position or similar information without the express prior written permission of the Company's General Counsel.

(c) Non-Competition. During the Restricted Period, Executive shall not, directly or indirectly, without the express written consent of the Company, on Executive's own behalf or as owner, manager, stockholder (except as a holder of not more than one (1%) percent of the stock of a publicly held company), consultant, director, officer, partner, member, or employee, engage in Competitive Acts. Executive understands that, unless Executive's obligations under this Section 7(c) are waived by the Company within fifteen (15) business days following the Date of Termination or Executive violates the terms of this Agreement, the Company will (without limitation of its other obligations hereunder), pay Executive, from the Date of Termination to the end of the Restricted Period, as part of its regular payroll process, an amount equal to fifty percent (50%) of Executive's highest annualized base salary paid to Executive by the Company within the two (2) years preceding the termination of Executive's employment with the Company (such payments, the "Non-Compete Payments"). Notwithstanding the foregoing, Executive acknowledges and understands that the obligations under this Section 7(c), including the Company's obligations to make the Non-Compete Payments, shall only apply in the event that (i) the Company terminates Executive's employment for Cause or (ii) Executive terminates Executive's employment without Good Reason (other than in connection with a termination by reason of Retirement).

8. Return of Property. On the Date of Termination, or at any other time upon request of the Company, Executive will promptly return or destroy any and all customer or prospective customer, or client or prospective client, lists, information or related materials, computer programs, software, electronic data, specifications, drawings, blueprints, data storage devices, reproductions, sketches, notes, notebooks, memoranda, reports, records, proposals, business plans, or copies of them, other documents or materials, tools, equipment, or other property belonging to the Company or its customers which Executive may then possess or have under Executive's control. Executive further agrees that after the Date of Termination Executive will not take with Executive any documents or data in any form or of any description containing or pertaining to Confidential Information or Trade Secrets.

9. Mutual Non-Disparagement. Subject to Section 6(d), Executive hereby covenants to the Company and agrees that Executive shall not, directly or indirectly, make or solicit or encourage others to make or solicit any disparaging remarks concerning the Company or any of their current or former officers, directors, employees, or any of its products, services, businesses or activities. The Company acting by formal statement or through its officers or directors (while serving in such capacities), will not, directly or indirectly, make or solicit or encourage others to make or solicit any disparaging remarks concerning Executive; provided that the foregoing shall not be violated by good faith statements made (x) to the Board (or a committee thereof), officers, or directors by officers, directors or other service providers of the Company in connection with the review of Executive's employment or performance or (y) by Executive in connection with Executive's review of the performance of officers or other service providers of the Company. Notwithstanding the foregoing, nothing herein shall prohibit or restrict any person from providing statements or information that such person believes in good faith to be necessary or advisable in connection with (i) any legal or administrative proceeding or investigation or (ii) a party's compliance with any legal or regulatory obligations.

10. Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in Boston, Massachusetts in accordance with the Employment Dispute Resolution Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 10 shall be specifically enforceable. Notwithstanding the foregoing, this Section 10 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 10.

11. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 10 of this Agreement, the parties hereby consent to the jurisdiction of the Superior Court of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

12. Integration. This Agreement and the Offer Letter between the Executive and the Company effective as of March 17, 2020 constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements between the parties concerning such subject matter.

13. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

14. Successor to the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, heirs, distributees, devisees and legatees. In the event of the Executive's death after his termination of employment but prior to the completion by the Company of all payments due to him under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to his death (or to his estate, if the Executive fails to make such designation).

15. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

17. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

18. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested or transmitted by electronic mail, to the Executive at the last address or email address that the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

19. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

20. Governing Law. This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles thereof.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

22. Successor to Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no succession had taken place. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness of any succession shall be a material breach of this Agreement.

23. Gender Neutral. Wherever used herein, a pronoun in the masculine or feminine gender shall be considered as including the opposite gender as well unless the context clearly indicates otherwise.

24. Acknowledgements. Executive acknowledges that Executive has been advised to and has been given the opportunity to consult with legal counsel for the purposes of reviewing this Agreement, including the non-competition and non-solicitation covenants contained herein. Executive further acknowledges that Executive has been given ten (10) business days to consider the terms of this Agreement. If Executive executes this Agreement prior to the end of the 10 business day period, Executive agrees and acknowledges that Executive's execution was knowing and voluntary waiver of Executive's right to consider this Agreement for the full 10 business day period.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

CRA INTERNATIONAL, INC.

By: /s/ Paul A. Maleh
Name: Paul A. Maleh
Title: President and Chief Executive Officer

EXECUTIVE

/s/ Daniel K. Mahoney
Daniel K. Mahoney

Exhibit A

Form of Release and Affirmation

1. **Release of Claims.** For good and valuable consideration, including without limitation the compensation and benefits set forth in the Severance Agreement (the "Agreement") dated _____, 2020 between Daniel K. Mahoney ("Executive") and CRA International, Inc., a Massachusetts corporation (the "Company"), Executive, on behalf of and for himself herself and his or her heirs, administrators, executors, representatives, estates, attorneys, insurers, successors and assigns (hereafter referred to separately and collectively as the "Releasor"), hereby voluntarily releases and forever discharges the Company, and its subsidiaries (direct and indirect), affiliates, related companies, divisions, predecessor and successor companies, and each of its and their present, former, and future shareholders, officers, directors, employees, agents, representatives, attorneys, insurers and assigns (collectively as "Releasees"), jointly and individually, from any and all actions, causes of action, claims, suits, charges, complaints, contracts, covenants, agreements, promises, debts, accounts, damages, losses, sums of money, obligations, demands, and judgments all of any kind whatsoever, known or unknown, at law or in equity, in tort, contract, by statute, or on any other basis, for contractual, compensatory, punitive or other damages, expenses (including attorney's fees and cost), reimbursements, or costs of any kind, which Executive ever had, now has, or may have, from the beginning of the world to the date of this Release, known or unknown, in law or equity, whether statutory or common law, whether federal, state, local or otherwise, including but not limited to any and all claims arising out of or in any way related to the undersigned's engagement by the Company (including the hiring or termination of that engagement), or any related matters including, but not limited to claims, if any, arising under the Age Discrimination in Employment Act of 1967, as amended by the Older Worker Benefits Protection Act; the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991, as amended; the Family and Medical Leave Act of 1993, as amended; the Immigration Reform and Control Act of 1986; the Americans with Disabilities Act of 1990, as amended; the Employee Retirement Income Security Act (ERISA), as amended; Mass. Gen. L. c. 151B, section 1 et seq.; Mass. Gen. L. c. 149, section 1 et seq.; Mass. Gen. L. c. 151, section 1A et seq.; and federal, state or local common law, laws, statutes, ordinances or regulations. Notwithstanding the foregoing, nothing contained in this General Release and Waiver of Claims shall be construed to release or bar any claim by the undersigned to enforce the terms of the Agreement and Executive is not releasing claims for accrued, vested benefits under any employee benefit plan of the Company or an affiliate or any continuing rights to indemnification by the Company or any affiliate (regardless of the source of such rights) and any claims or rights that cannot be waived by law.

Releasor represents and acknowledges the following:

(a) that Releasor understands the various claims Releasor could have asserted under federal or state law, including but not limited to the Age Discrimination in Employment Act and other similar laws;

(b) that Releasor has read this General Release carefully and understands all of its provisions;

(c) that Releasor understands that Releasor has the right to and is advised to consult an attorney concerning this General Release and in particular the waiver of rights Releasor might have under the laws described herein and that to the extent, if any, that Releasor desired, Releasor availed himself or herself of this right;

(d) that Releasor has been provided at least twenty one (21) or forty-five (45) in the case of a group termination days to consider whether to sign this General Release and that to the extent Releasor has signed this General Release before the expiration of such twenty-one (21) forty-five (45) day period Releasor has done so knowingly and willingly;

(e) that Releasor enters into this General Release and waives any claims knowingly and willingly; and

(f) that this General Release shall become effective seven (7) business days after it is signed. Releasor may revoke this General Release within seven (7) business days after it is signed by delivering a written notice of rescission to Jonathan Yellin, Executive Vice President and General Counsel, c/o CRA International, 200 Clarendon Street, Boston, MA 02116. To be effective, the notice of rescission must be hand delivered, or postmarked within the seven (7) business day period and sent by certified mail, return receipt requested, to the referenced address.

2. Affirmation. Executive acknowledges that Executive remains bound by Executive's obligations set forth in Sections 6, 7(a), 7(b), 8, 9, 10 and 11 of the Agreement in accordance with their terms.

3. Non-Competition. Executive agrees that, for a period of one (1) year following the termination of Executive's employment with the Company, Executive shall not, without the express written consent of the Company, on Executive's own behalf or as owner, manager, stockholder (except as a holder of not more than one (1%) percent of the stock of a publicly held company), consultant, director, officer, partner, member, or employee engage, in any capacity, in Competitive Acts. "Competitive Acts" shall mean providing services or engaging in duties or responsibilities that are the same or substantially similar to any of the services performed by the Executive during the last two (2) years of Executive's employment with the Company for a business that provides, or is preparing to provide, any service that competes with any services provided by the Company during the last two (2) years of Executive's employment with the Company.

Signed and sealed this _____ day of _____ 20____.

Signed: _____

Name (print): _____

Exhibit B

Excluded Equity Awards

NONE

B-1

Contact:

Media Relations
Charles River Associates
media@crai.com
617-425-3315

Jamie Bernard, IRC
Senior Associate
Sharon Merrill Associates, Inc.
617-542-5300

Charles River Associates (CRA) Appoints Daniel K. Mahoney as Chief Financial Officer***Former BrightSphere Investment Group Executive Brings Deep Public Company
Finance and Accounting Experience***

BOSTON, March 19, 2020 – Charles River Associates (NASDAQ: CRAI), a worldwide leader in providing economic, financial, and management consulting services, today announced the appointment of Daniel K. Mahoney as Chief Financial Officer effective March 30, 2020. Mr. Mahoney most recently served as Senior Vice President, Head of Finance at BrightSphere Investment Group (NYSE: BSIG). Mr. Mahoney assumes the role from Chad Holmes, who will be CRA's Executive Vice President and Chief Corporate Development Officer, as part of a transition previously announced on February 27, 2020.

"We are excited to welcome Dan to the CRA team as we continue to develop our corporate infrastructure in support of our ongoing growth and success," said Paul Maleh, CRA's Chief Executive Officer and President. "Dan brings strength in implementing financial systems, processes and controls for companies experiencing high levels of growth. We believe his depth of public company accounting and financial leadership experience makes him the right choice to lead CRA as our Chief Financial Officer as we continue to grow our organization."

Mr. Mahoney stated, "I am impressed by Charles River Associates' highly regarded practice areas and the consultants' multi-disciplinary approach to solving clients' problems. I look forward to working with the global team on world-class processes in financial reporting and execution as we forge new successes for the company in the years ahead."

Mr. Mahoney brings nearly 20 years of financial leadership experience to CRA. Mr. Mahoney was most recently at BrightSphere Investment Group where he served as SVP and Head of Finance overseeing the financial planning and analysis, treasury, accounting and tax departments, along with the company's risk and internal audit programs. At BrightSphere he held a critical role in its initial public offering and subsequent corporate reporting and investor relationships, initially serving as Controller and Chief Accounting Officer. Prior to BrightSphere, Mr. Mahoney was Chief Accounting Officer at State Street Global Advisors (SSgA), the asset management division of State Street Corporation, where he was responsible for accounting and control processes for SSgA. Prior to SSgA, Mr. Mahoney established a strong public accounting background during his 11-year tenure at PricewaterhouseCoopers, LLP. He holds a B.A. from Tufts University, as well as a CPA professional certification.

About Charles River Associates (CRA)

Charles River Associates® is a leading global consulting firm specializing in economic, financial, and management consulting services. CRA advises clients on economic and financial matters pertaining to litigation and regulatory proceedings, and guides corporations through critical business strategy and performance-related issues. Since 1965, clients have engaged CRA for its unique combination of functional expertise and industry knowledge, and for its objective solutions to complex problems. Headquartered in Boston, CRA has offices throughout the world. Detailed information about Charles River Associates, a registered trade name of CRA International, Inc., is available at www.crai.com. Follow us on [LinkedIn](#), [Twitter](#), and [Facebook](#).

SAFE HARBOR STATEMENT

Statements in this press release using the terms "plan," "intends," "continue," "add," or similar expressions are "forward-looking" statements as defined in the Private Securities Litigation Reform Act of 1995. These statements are based upon management's current expectations and are subject to a number of factors and uncertainties. Information contained in these forward-looking statements is inherently uncertain, and actual performance and results may differ materially due to many important factors including those under the heading "Risk Factors" referenced in our periodic filings with the Securities and Exchange Commission. We cannot guarantee any future results, levels of activity, performance, or achievement. We undertake no obligation to update any forward-looking statements after the date of this press release, and we do not intend to do so.
