

Robert Half Inc.

Compensation Committee Policy Regarding Severance Benefits for Executive Officers

This policy regarding Severance Benefits for Executive Officers of Robert Half Inc. (the “Company”) is adopted by the Compensation Committee.

1. Future Severance Agreements with any Executive Officer shall not, individually or in the aggregate, provide Severance Benefits that exceed 2.99 times the sum of such Executive Officer’s Base Salary and Annual Bonus.
2. The following definitions apply for the purposes of this policy:

“Future Severance Agreements” means any of the following entered into after the effective date of this policy with an Executive Officer: (a) a new agreement that provides Severance Benefits in the event of the termination of the Executive Officer’s employment, (b) an amendment or modification of an existing agreement that materially increases the cost to the Company of Severance Benefits, or (c) an amendment of an existing agreement that serves to continue such existing agreement in force when, but for the amendment, such existing agreement would automatically have expired according to its terms.

“Executive Officer” means any individual who, by reason of his status as an officer of the Company, is subject to Section 16 of the Securities Exchange Act of 1934.

“Severance Benefits” means, except as set forth herein, any cash paid or perquisites provided after the date of termination of the individual’s employment that are paid or provided solely by reason of termination. However, Severance Benefits expressly excludes (a) the payment of any amounts allocated or accrued prior to termination pursuant to the Company’s Deferred Compensation Plan, Senior Executive Retirement Plan or any alternative retirement arrangement, (b) any post-termination payment of salary, bonus or other items earned during employment that would have been paid in the ordinary course absent such termination, (c) any vesting of equity awards granted prior to termination or any extension of any time limits on the life or exercisability of any equity award granted prior to termination, (d) any payments in respect of obligations under Section 280G of the Internal Revenue code or any similar or successor provision, (e) reasonable fees paid for services actually rendered after employment, including but not limited to consulting fees, (f) medical benefits, (g) any changes made to an agreement or plan in response to Section 409A of the Internal Revenue Code or any other new or changed regulatory requirement, and (h) benefits that have been approved, either prospectively or retrospectively, by the stockholders of the Company, including any payments pursuant to a plan that has been approved by stockholders.

“Base Salary” means the highest annual base salary in effect for the individual at any time within the six months preceding the date of termination.

“Annual Bonus” means the higher of (a) the actual cash bonus paid to the individual for the last fiscal year completed prior to the date of termination or (b) the target bonus set under the Annual Performance Bonus Plan, or any successor plan, for the year in which the termination occurs.

3. The Compensation Committee shall have the sole and exclusive authority to interpret or amend this policy, and all determinations made by it shall be final and binding upon all persons.