

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

**SCHEDULE 13D**  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
§ 240.13d-2(a)

(Amendment No. )<sup>1</sup>

Hudson Global, Inc.  
(Name of Issuer)

Common Stock, par value \$0.001 per share  
(Title of Class of Securities)

443787106  
(CUSIP Number)

JEFFREY E. EBERWEIN  
LONE STAR VALUE MANAGEMENT, LLC  
53 Forest Avenue, 1<sup>st</sup> Floor  
Old Greenwich, Connecticut 06870  
(203) 542-0235

STEVE WOLOSKY  
OLSHAN FROME WOLOSKY LLP  
Park Avenue Tower  
65 East 55<sup>th</sup> Street  
New York, New York 10022  
(212) 451-2300  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

January 10, 2014  
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

<sup>1</sup> The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

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1	NAME OF REPORTING PERSON  LONE STAR VALUE INVESTORS, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  1,655,000
	8	SHARED VOTING POWER  -0-
	9	SOLE DISPOSITIVE POWER  1,655,000
	10	SHARED DISPOSITIVE POWER  -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,655,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  5.0%	
14	TYPE OF REPORTING PERSON  PN	

1	NAME OF REPORTING PERSON  LONE STAR VALUE INVESTORS GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  1,655,000
	8	SHARED VOTING POWER  -0-
	9	SOLE DISPOSITIVE POWER  1,655,000
	10	SHARED DISPOSITIVE POWER  -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,655,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  5.0%	
14	TYPE OF REPORTING PERSON  OO	

1	NAME OF REPORTING PERSON  LONE STAR VALUE MANAGEMENT, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  CONNECTICUT	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  1,655,000
	8	SHARED VOTING POWER  -0-
	9	SOLE DISPOSITIVE POWER  1,655,000
	10	SHARED DISPOSITIVE POWER  -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,655,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  5.0%	
14	TYPE OF REPORTING PERSON  OO	

1	NAME OF REPORTING PERSON JEFFREY E. EBERWEIN	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,655,000
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 1,655,000
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,655,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.0%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON  BRADLEY L. RADOFF	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  600,000
	8	SHARED VOTING POWER  -0-
	9	SOLE DISPOSITIVE POWER  600,000
	10	SHARED DISPOSITIVE POWER  -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  600,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.8%	
14	TYPE OF REPORTING PERSON  IN	

1	NAME OF REPORTING PERSON  RICHARD K. COLEMAN, JR.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o (b) x	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  1,000
	8	SHARED VOTING POWER  -0-
	9	SOLE DISPOSITIVE POWER  1,000
	10	SHARED DISPOSITIVE POWER  -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  Less than 1%	
14	TYPE OF REPORTING PERSON  IN	

The following constitutes the Schedule 13D filed by the undersigned (the "Schedule 13D").

Item 1. Security and Issuer.

This statement relates to the common stock, par value \$0.001 per share (the "Shares"), of Hudson Global, Inc. (the "Issuer"). The address of the principal executive offices of the Issuer is 560 Lexington Avenue, 5<sup>th</sup> Floor, New York, New York 10022.

Item 2. Identity and Background.

(a) This statement is filed by:

(i) Lone Star Value Investors, LP, a Delaware limited partnership ("Lone Star Value Investors");

(ii) Lone Star Value Investors GP, LLC, a Delaware limited liability company ("Lone Star Value GP"), which serves as the general partner of Lone Star Value Investors;

(iii) Lone Star Value Management, LLC, a Connecticut limited liability company ("Lone Star Value Management"), which serves as the investment manager of Lone Star Value Investors;

(iv) Jeffrey E. Eberwein, who serves as the manager of Lone Star Value GP and sole member of Lone Star Value Management;

(v) Bradley L. Radoff; and

(vi) Richard K. Coleman, Jr.

Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons." Each of the Reporting Persons is party to that certain Joint Filing and Solicitation Agreement and Joinder Agreement thereto, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

(b) The address of the principal office of each of Lone Star Value Investors, Lone Star Value GP, Lone Star Value Management and Mr. Eberwein is 53 Forest Avenue, 1<sup>st</sup> Floor, Old Greenwich, Connecticut 06870. The principal business address of Mr. Radoff is 1177 West Loop South, Suite 1625, Houston, Texas 77027. The principal business address of Mr. Coleman is c/o Crossroads Systems, Inc., 11000 North MoPac Expressway, Austin, Texas 78759.

(c) The principal business of Lone Star Value Investors is investing in securities. The principal business of Lone Star Value GP is serving as the general partner of Lone Star Value Investors. The principal business of Lone Star Value Management is serving as the investment manager of Lone Star Value Investors. The principal occupation of Mr. Eberwein is serving as the manager of Lone Star Value GP and the sole member of Lone Star Value Management. The principal occupation of Mr. Radoff is as private investor. The principal occupation of Mr. Coleman is serving as the President and Chief Executive Officer of Crossroads Systems, Inc., a global provider of data archive solutions.

(d) No Reporting Person has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Messrs. Eberwein, Radoff and Coleman are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

The Shares purchased by Lone Star Value Investors were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market purchases, except as otherwise noted, as set forth in Schedule A, which is incorporated by reference herein. The aggregate purchase price of the 1,655,000 Shares beneficially owned by Lone Star Value Investors is approximately \$6,027,007, including brokerage commissions.

The Shares purchased by each of Messrs. Radoff and Coleman were purchased with personal funds in open market purchases, except as otherwise noted, as set forth in Schedule A, which is incorporated by reference herein. The aggregate purchase price of the 600,000 Shares directly owned by Mr. Radoff is approximately \$1,481,183, including brokerage commissions. The aggregate purchase price of the 1,000 shares directly owned by Mr. Coleman is approximately \$3,269, excluding brokerage commissions.

Item 4. Purpose of Transaction.

The Reporting Persons purchased the Shares based on the Reporting Persons' belief that the Shares, when purchased, were undervalued and represented an attractive investment opportunity. Depending upon overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of Shares at prices that would make the purchase or sale of Shares desirable, the Reporting Persons may endeavor to increase or decrease their position in the Issuer through, among other things, the purchase or sale of Shares on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable.

On January 21, 2014, Lone Star Value Investors delivered a letter to the Issuer (the "Nomination Letter") nominating Jeffrey E. Eberwein and Richard K. Coleman, Jr. (the "Nominees") for election to the Board of Directors of the Issuer (the "Board") at the 2014 annual meeting of shareholders (the "2014 Annual Meeting"). The Reporting Persons have engaged, and intend to continue to engage, in discussions with management and the Board regarding the nomination of directors at the 2014 Annual Meeting and the composition of the Board, generally, as well as ways to enhance shareholder value.

No Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the Shares, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, continuing to engage in communications with management and the Board, engaging in discussions with stockholders of the Issuer and others about the Issuer and the Reporting Persons' investment, making proposals to the Issuer concerning changes to the capitalization, ownership structure, board structure (including board composition) or operations of the Issuer, purchasing additional Shares, selling some or all of their Shares, engaging in short selling of or any hedging or similar transaction with respect to the Shares, or changing their intention with respect to any and all matters referred to in Item 4.

Item 5. Interest in Securities of the Issuer.

The aggregate percentage of Shares reported owned by each person named herein is based upon 33,357,645 Shares outstanding, as of September 30, 2013, which is the total number of Shares outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on October 31, 2013.

A. Lone Star Value Investors

- (a) As of the close of business on the date hereof, Lone Star Value Investors beneficially owned 1,655,000 Shares.

Percentage: Approximately 5.0%

- (b) 1. Sole power to vote or direct vote: 1,655,000  
2. Shared power to vote or direct vote: 0  
3. Sole power to dispose or direct the disposition: 1,655,000  
4. Shared power to dispose or direct the disposition: 0

- (c) The transactions in the Shares by Lone Star Value Investors during the past 60 days are set forth in Schedule A and are incorporated herein by reference.

B. Lone Star Value GP

- (a) Lone Star Value GP, as the general partner of Lone Star Value Investors, may be deemed the beneficial owner of the 1,655,000 Shares owned by Lone Star Value Investors.

Percentage: Approximately 5.0%

- (b) 1. Sole power to vote or direct vote: 1,655,000  
2. Shared power to vote or direct vote: 0  
3. Sole power to dispose or direct the disposition: 1,655,000  
4. Shared power to dispose or direct the disposition: 0

- (c) Lone Star Value GP has not entered into any transactions in the Shares during the past 60 days. The transactions in the Shares on behalf of Lone Star Value Investors during the past 60 days are set forth in Schedule A and are incorporated herein by reference.

C. Lone Star Value Management

- (a) Lone Star Value Management, as the investment manager of Lone Star Value Investors, may be deemed the beneficial owner of the 1,655,000 Shares owned by Lone Star Value Investors.

Percentage: Approximately 5.0%

- (b)
  - 1. Sole power to vote or direct vote: 1,655,000
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 1,655,000
  - 4. Shared power to dispose or direct the disposition: 0
- (c) Lone Star Value Management has not entered into any transactions in the Shares during the past 60 days. The transactions in the Shares on behalf of Lone Star Value Investors during the past 60 days are set forth in Schedule A and are incorporated herein by reference.

D. Mr. Eberwein

- (a) Mr. Eberwein, as the manager of Lone Star Value GP and sole member of Lone Star Value Management, may be deemed the beneficial owner of the 1,655,000 Shares owned by Lone Star Value Investors.  
  
Percentage: Approximately 5.0%
- (b)
  - 1. Sole power to vote or direct vote: 1,655,000
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 1,655,000
  - 4. Shared power to dispose or direct the disposition: 0
- (c) Mr. Eberwein has not entered into any transactions in the Shares during the past 60 days. The transactions in the Shares on behalf of Lone Star Value Investors during the past 60 days are set forth in Schedule A and are incorporated herein by reference.

E. Mr. Radoff

- (a) As of the close of business on the date hereof, Mr. Radoff directly owned 600,000 Shares.  
  
Percentage: Approximately 1.8%
- (b)
  - 1. Sole power to vote or direct vote: 600,000
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 600,000
  - 4. Shared power to dispose or direct the disposition: 0
- (c) The transactions in the Shares by Mr. Radoff during the past 60 days are set forth in Schedule A and are incorporated herein by reference.

F. Mr. Coleman

- (a) As of the close of business on the date hereof, Mr. Coleman directly owned 1,000 Shares.  
  
Percentage: Less than 1%

- (b) 1. Sole power to vote or direct vote: 1,000
- 2. Shared power to vote or direct vote: 0
- 3. Sole power to dispose or direct the disposition: 1,000
- 4. Shared power to dispose or direct the disposition: 0

(c) Mr. Coleman has not entered into any transactions in the Shares during the past 60 days.

An aggregate of 2,256,000 Shares, constituting approximately 6.8% of the Shares outstanding, are reported in this Schedule 13D.

The Reporting Persons, as members of a “group” for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, may be deemed the beneficial owner of the Shares directly owned by the other Reporting Person. Each Reporting Person disclaims beneficial ownership of such Shares except to the extent of his or its pecuniary interest therein.

- (d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

On January 10, 2014, Lone Star Value Investors, Lone Star Value GP, Lone Star Value Management, and Messrs. Eberwein and Radoff (collectively, the “Group”) entered into a Joint Filing and Solicitation Agreement (the “Joint Filing and Solicitation Agreement”) in which, among other things, (a) the Group agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer, (b) the Group agreed to solicit proxies or written consents for the election of the Nominees at the 2014 Annual Meeting (the “Solicitation”), and (c) the Group agreed to bear all expenses incurred in connection with the Solicitation, including approved expenses incurred by any of the parties in connection with the Solicitation, subject to certain limitations. The Joint Filing and Solicitation Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

On January 14, 2014, Mr. Coleman entered into a Joinder Agreement to the Joint Filing and Solicitation Agreement, pursuant to which he agreed to be bound by the terms and conditions set forth therein, including, among other things, the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Issuer. A copy of the Joinder Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Pursuant to a letter agreement, Lone Star Value Investors has agreed to indemnify Mr. Coleman against any and all claims of any nature arising from the Solicitation and any related transactions. A form of the indemnification letter agreement is attached hereto as Exhibit 99.3 and is incorporated herein by reference.

Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

- 99.1 Joint Filing and Solicitation Agreement by and among Lone Star Value Investors, LP, Lone Star Value Investors GP, LLC, Lone Star Value Management, LLC, Jeffrey E. Eberwein and Bradley L. Radoff, dated January 10, 2014.
- 99.2 Joinder Agreement to the Joint Filing and Solicitation Agreement, dated January 14, 2014.
- 99.3 Form of Indemnification Letter Agreement.
- 99.4 Power of Attorney.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: January 21, 2014

Lone Star Value Investors, LP

By: Lone Star Value Investors GP, LLC  
General Partner

By: /s/ Jeffrey E. Eberwein  
Name: Jeffrey E. Eberwein  
Title: Manager

Lone Star Value Investors GP, LLC

By: /s/ Jeffrey E. Eberwein  
Name: Jeffrey E. Eberwein  
Title: Manager

Lone Star Value Management, LLC

By: /s/ Jeffrey E. Eberwein  
Name: Jeffrey E. Eberwein  
Title: Sole Member

/s/ Jeffrey E. Eberwein  
JEFFREY E. EBERWEIN  
Individually and as attorney-in-fact for Richard K. Coleman, Jr.

/s/ Bradley L. Radoff  
BRADLEY L. RADOFF

**SCHEDULE A****Transactions in the Shares During the Past Sixty Days**

Shares of Common Stock <u>Purchased/(Sold)</u>	Price Per <u>Share(\$)</u>	Date of <u>Purchase / Sale</u>
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**LONE STAR VALUE INVESTORS, LP**

25,000	3.4340	11/22/2013
12,567	3.4308	11/25/2013
69,472	3.4234	11/26/2013
15,000	3.4180	11/27/2013
42,961	3.4247	11/27/2013
43,116	3.4249	11/29/2013
76,884	3.4884	12/02/2013
75,000	3.4785	12/02/2013
25,000	3.4945	12/04/2013
50,000	3.4774	12/05/2013
50,000	3.4886	12/09/2013
50,000	3.5661	12/10/2013
50,000	3.4948	12/11/2013
50,000	3.5816	12/12/2013
50,000	3.8684	12/13/2013
1,400	3.7100	12/27/2013
7,395	3.8100	12/27/2013
2,500	3.8966	12/30/2013
2,605	3.8549	12/30/2013
8,500	4.0023	12/31/2013
11,785	4.0043	12/31/2013
16,500	4.0547	01/02/2014
7,000	4.0713	01/02/2014
2,315	4.1009	01/03/2014
545,000 <sup>1</sup>	3.9500	01/10/2014

**BRADLEY L. RADOFF**

2,000	3.5083	12/11/2013
(545,000) <sup>2</sup>	3.9500	01/10/2014

<sup>1</sup> Shares were purchased by Lone Star Value Investors, LP from Bradley L. Radoff in a privately negotiated transaction.

<sup>2</sup> Shares were sold by Bradley L. Radoff to Lone Star Value Investors, LP in a privately negotiated transaction.

**JOINT FILING AND SOLICITATION AGREEMENT**

This Agreement (this "Agreement") is made and entered into as of January 10, 2014, by and among (1) Lone Star Value Investors, LP, a Delaware limited partnership, Lone Star Value Investors GP, LLC, a Delaware limited liability company, Lone Star Value Management, LLC, a Connecticut limited liability company and Jeffrey E. Eberwein (together, "Lone Star Value"), and (2) Bradley Louis Radoff ("Radoff" and together with Lone Star Value, each a "Party" and, collectively, the "Parties" or the "Group").

WHEREAS, each of the Parties are or intend to become stockholders, direct or beneficial, of Hudson Global, Inc., a Delaware corporation (the "Company");

WHEREAS, the Parties wish to form a group for the purpose of (i) seeking representation on the Board of Directors of the Company (the "Board") at the 2014 annual meeting of stockholders of the Company (including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the "2014 Annual Meeting"), (ii) taking all other action necessary to achieve the foregoing and (iii) taking any other actions the Group determines to undertake in connection with their respective investment in the Company.

NOW, IT IS AGREED, by the Parties:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), each of the undersigned agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company. Each member of the Group shall be responsible for the accuracy and completeness of its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other member, unless such member has actual knowledge that such information is inaccurate. Lone Star Value or its representative shall provide Radoff with copies of all Schedule 13D filings and other public filings to be filed on behalf of the Group at least one business day prior to the filing or submission thereof; provided, however, if one business day's notice is not practicable, such copies will be provided with as much notice as practicable.

2. So long as this Agreement is in effect, each Party shall provide written notice to Olshan Frome Wolosky LLP ("Olshan") promptly following (i) every purchase or sale of securities of the Company and (ii) every acquisition or disposition of beneficial ownership of any securities of the Company; provided, however, that each Party agrees not to purchase or sell securities of the Company or otherwise increase or decrease its economic exposure to or beneficial ownership over the securities of the Company if it reasonably believes that, as a result of such action, the Group or any member thereof would be likely to be required to make any regulatory filing (including, but not limited to, a Schedule 13D amendment, Form 3 or Form 4 with the Securities and Exchange Commission (the "SEC")) without using its reasonable efforts to give the other members of the Group at least 24 hours prior written notice; provided, further, that prior to the 2014 Annual Meeting, neither Party shall sell, or dispose of any beneficial ownership over, any securities of the Company without the prior consent of the other Party. For purposes of this Agreement, the term "beneficial ownership" shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.

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3. Each Party agrees to form the Group for the purpose of (i) seeking representation on the Board at the 2014 Annual Meeting, (ii) taking such other actions as the Parties agree are deemed advisable and (iii) taking all other action that the Parties agree are necessary, incidental or advisable to achieve the foregoing.

4. Lone Star Value shall have the right to pre-approve all expenses incurred in connection with the Group's activities ("Group Expenses"). Upon reasonable request, Lone Star Value will supply supporting documentation in reasonable detail for such Group Expenses. Lone Star Value and Radoff agree to pay directly all such Group Expenses on a percentage basis based on their pro rata ownership percentage of the securities of the Company held by the Group. These percentages shall be adjusted each quarter based on such Party's respective ownership percentage as of the last day of the preceding quarter. Notwithstanding the foregoing, in the event that Radoff terminates this Agreement pursuant to Section 10, he shall only be responsible for his pro rata share of any Group Expenses (i) incurred up to the termination date, or (ii) relating to actions taken prior to the termination date where such actions were previously approved by the Group.

5. Each Party agrees that any SEC filing, press release, communication to the Company or communication to other stockholders proposed to be made or issued by the Group or any member of the Group in connection with the Group's activities set forth in Section 3 shall be as determined by Lone Star Value ("Company Communication"). Lone Star Value will provide notice to and a reasonable opportunity for Radoff to review and comment upon any such SEC filing, press release or communication, or any proposed agreement or negotiating position with respect to the Company. Subject to the foregoing, the Parties hereby agree to work in good faith to resolve any disagreement that may arise between or among any of the members of the Group concerning decisions to be made, actions to be taken or statements to be made in connection with the Group's activities. In the absence of disagreement, Lone Star Value shall have discretion over the content and timing of public or private communications and negotiating positions taken on behalf of the Group.

6. Each of the Parties hereto agrees to cooperate with the others in the preparation and filing of any SEC filing, press release, Company communication, shareholder communication or other document or matter relating to the Group's investments in, and activities related to, the Company and its Securities. Each of the Parties hereto acknowledges and agrees that time is of the essence in preparing and filing such documents, and each shall use its commercially reasonable efforts to cooperate with the other in the furnishing of data and information in order to facilitate the timely completion and filing of such documents. It is contemplated that Olshan will assume principal responsibility for the preparation of initial drafts and the filing of such documents, subject to the prior review and approval of such documents by the Parties.

7. The relationship of the Parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any Party to act as an agent for any other Party, or to create a joint venture or partnership. Except as specifically provided in this Agreement, nothing herein shall restrict any Party's right to purchase or sell securities of the Company, as it deems appropriate, in its sole discretion, provided that all such sales are made in compliance with all applicable securities laws and the provisions of this Agreement.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

9. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the Parties hereto consent and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.

10. Any party hereto may terminate its obligations under this Agreement on 24 hours' prior written notice to all other Parties, with a copy by fax to Steve Wolosky at Olshan, Fax No. (212) 451-2222.

11. Each Party acknowledges that Olshan shall act as counsel for both the Group and each of Lone Star Value and Radoff relating to their respective investments in the Company.

12. The terms and provisions of this Agreement may not be modified, waived or amended without the written consent of each of the Parties.

13. Each Party hereby agrees that this Agreement shall be filed as an exhibit to a Schedule 13D pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

LONE STAR VALUE INVESTORS, LP

By: Lone Star Value Investors GP, LLC, its  
General Partner

By: /s/ Jeffrey E. Eberwein  
Name: Jeffrey E. Eberwein  
Title: Manager

LONE STAR VALUE MANAGEMENT, LLC

By: Lone Star Value Investors GP, LLC, its  
General Partner

By: /s/ Jeffrey E. Eberwein  
Name: Jeffrey E. Eberwein  
Title: Sole Member

LONE STAR VALUE INVESTORS GP, LLC

By: /s/ Jeffrey E. Eberwein  
Name: Jeffrey E. Eberwein  
Title: Manager

/s/ Bradley Louis Radoff  
BRADLEY LOUIS RADOFF

/s/ Jeffrey E. Eberwein  
JEFFREY E. EBERWEIN

**JOINDER AGREEMENT**

This JOINDER AGREEMENT (the "Joinder") is dated as of January 14, 2014 by and among Lone Star Value Investors, LP, a Delaware limited partnership, Lone Star Value Investors GP, LLC, a Delaware limited liability company, Lone Star Value Management, LLC, a Connecticut limited liability company, Jeffrey E. Eberwein and Bradley Louis Radoff (collectively, the "Existing Members") and Richard K. Coleman, Jr. (the "New Member").

WHEREAS, the Existing Members are parties to that certain Joint Filing and Solicitation Agreement dated as of January 10, 2014 (the "Agreement"), pursuant to which the Existing Members formed a "group" (as contemplated by Section 13(d) of the Securities Exchange Act of 1934, as amended) for the purpose of seeking representation on the Board of Directors of Hudson Global, Inc., a Delaware corporation (the "Company"), at the 2014 annual meeting of stockholders of the Company, taking all other action necessary to achieve the foregoing and taking any other actions the group determines to undertake in connection with their respective investment in the Company; and

WHEREAS, the New Member desires to join the group formed by the Existing Members.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties herein contained, the parties hereby agree as follows:

1. Effective immediately, the New Member is joined as a party to the Agreement.
2. The New Member agrees to be bound by the terms of the Agreement, the terms of which are incorporated herein and made a part hereof.
3. This Joinder may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

[Signature page on next page]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LONE STAR VALUE MANAGEMENT, LLC

By: Lone Star Value Investors GP, LLC, its  
General Partner

By: /s/ Jeffrey E. Eberwein

Name: Jeffrey E. Eberwein  
Title: Sole Member

/s/ Richard K. Coleman, Jr.

RICHARD K. COLEMAN, JR.

**LONE STAR VALUE INVESTORS, LP**  
**c/o Lone Star Value Management, LLC**  
**53 Forest Avenue, 1<sup>st</sup> Floor**  
**Old Greenwich, Connecticut 06870**

January \_\_, 2014

**Re: Hudson Global, Inc.**

Dear \_\_\_\_\_:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Hudson Global, Inc. (the "Company") in connection with the proxy solicitation that Lone Star Value Investors, LP and its affiliates (collectively, the "Lone Star Value Group") is considering undertaking to nominate and elect directors at the Company's 2014 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Lone Star Value Group Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter ("Agreement") will set forth the terms of our agreement.

The members of the Lone Star Value Group agree to jointly and severally indemnify and hold you harmless against any and all claims of any nature, whenever brought, arising from the Lone Star Value Group Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions or material breach of the terms of this agreement; provided further, that upon your becoming a director of the Company, this indemnification shall not apply to any claims made against you in your capacity as a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Lone Star Value Group Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give the Lone Star Value Group prompt written notice of such claim or Loss (provided that failure to promptly notify the Lone Star Value Group shall not relieve us from any liability which we may have on account of this Agreement, except to the extent we shall have been materially prejudiced by such failure). Upon receipt of such written notice, the Lone Star Value Group will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein. The Lone Star Value Group may not enter into any settlement of loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such claim.

You hereby agree to keep confidential and not disclose to any party, without the consent of the Lone Star Value Group, any confidential, proprietary or non-public information (collectively, "Information") of the Lone Star Value Group, its affiliates or members of its Schedule 13D group which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by the Lone Star Value Group, its affiliates or members of its Schedule 13D group or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

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Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify the Lone Star Value Group so that the Lone Star Value Group or any member thereof may seek a protective order or other appropriate remedy or, in the Lone Star Value Group's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained or the Lone Star Value Group does not waive compliance with the terms of this Agreement, you may consult with counsel at the cost of the Lone Star Value Group and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of the Lone Star Value Group and, upon the request of a representative of the Lone Star Value Group, all such information shall be returned or, at the Lone Star Value Group's option, destroyed by you, with such destruction confirmed by you to the Lone Star Value Group in writing.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

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If you agree to the foregoing terms, please sign below to indicate your acceptance.

Very truly yours,

LONE STAR VALUE INVESTORS, LP

By: Lone Star Value Investors GP, LLC,  
its General Partner

By: \_\_\_\_\_  
Name: Jeffrey E. Eberwein  
Title: Manager

**ACCEPTED AND AGREED:**

\_\_\_\_\_

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints Jeffrey E. Eberwein the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Hudson Global, Inc., a Delaware corporation (the "Company") directly or indirectly beneficially owned by Lone Star Value Investors, LP ("Lone Star Value Investors") or any of its affiliates or members of its Schedule 13D group (collectively, the "Lone Star Value Group") and (ii) any proxy solicitation of the Lone Star Value Group to elect the Lone Star Value Group's slate of director nominees to the board of directors of the Company at the 2014 annual meeting of stockholders of the Company (the "Solicitation"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Lone Star Value Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
2. if applicable, executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Lone Star Value Group;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the reasonable opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's reasonable discretion and shall not be inconsistent with the terms of that certain letter agreement between Lone Star Value Investors and the undersigned dated January 14, 2014 with respect to the indemnification of the undersigned by Lone Star Value Investors under certain circumstances.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Lone Star Value Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 14<sup>th</sup> day of January 2014.

/s/ Richard K. Coleman, Jr.

**RICHARD K. COLEMAN, JR.**